

AN ORDINANCE AUTHORIZING CHANGE ORDER #1 AND ADDITIONAL FUNDING
IN AN AMOUNT NOT TO EXCEED \$71,330.00 WITH SIEMENS ENERGY, INC. FOR
THE PURCHASE OF PARTS FOR THE REPAIR/REASSEMBLY OF INTERSTATE'S
COMBUSTION TURBINE FOR A TOTAL AMOUNT PAYABLE OF \$109,360.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, through the OBM Fact Sheet procedure process, Contract #NB25-199U authorized the purchase of parts for the repair/reassembly of Interstate's Combustion Turbine from Siemens Energy, Inc. ("Siemens") in the total amount of \$38,030.00 , and

WHEREAS, upon inspection, additional parts were required, and

WHEREAS, such circumstances were not reasonably foreseeable at the time of the original contract, and

WHEREAS, this Ordinance authorizes an additional \$71,330.00 payable under the contract.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Seventy-One Thousand Three Hundred Thirty Dollars and No Cents (\$71,330.00) for the purchase of parts for the repair/reassembly of Interstate's Combustion Turbine.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase, including all necessary change order, on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Siemens, for the total maximum amount of One Hundred Nine Thousand Three Hundred Sixty Dollars and No Cents (\$109,360.00) from Account No. 102-100-CAA-8040-1404 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2024

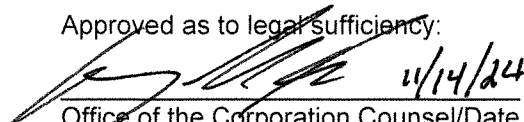
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 11/14/24
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Siemens Energy Inc.
CONTRACT AMOUNT: \$71,330.00 (additional)
TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

OBM Fact Sheet: Contract # NB25-199U, \$38,030.00.

INFORMATION:

This is a standard change order and funding increase ordinance for the purchase of additional parts.

This Ordinance authorizes Change Order #1 and additional funding in the amount of \$71,330.00 with Siemens Energy, Inc. ("Siemens"). In August 2024, the Utility purchased parts for the repair/reassembling of the Interstate's Combustion Turbine (\$38,030.00). This purchase was authorized through the OBM Fact Sheet purchasing process (Contract #NB25-199U). Additional parts were required to complete this repair (\$71,330.00), were not reasonably foreseeable at the beginning of this Contract, and were not within the parties' contemplation at that time. The total for the original and the additional parts, bring the total expenditure to \$109,360.00.

Siemens is not a local vendor and is the OEM for such parts for the Interstate Combustion Turbine.

CHANGE ORDER NO. 1

City of Springfield, Illinois
Department of Public Utilities
Project: Interstate Combustor Parts
Contract: NB25-199U
Contractor: Siemens Energy, Inc.

Page _____ of _____

The below-noted modifications to subject Contract are agreed to by the Department of Public Utilities and the Contractor: See Attached

The modifications noted above result in increase of \$71,330.00 in Contract Price:

Original Contract Price	\$	<u>38,030.00</u>
Total Net Amount of all previous Change Orders	\$	<u>0.00</u>
Total Net Amount of this Change Order	\$	<u>71,330.00</u>
Current Ordinance Amount including this Change Order	\$	<u>109,360.00</u>

The Contract Time shall be unchanged (by 0 year(s)), the current Completion Date being: work already completed.

The circumstances necessitating this Change Order were not reasonably foreseeable at the beginning of this Contract and were not within the contemplation of the parties at that time. This Change Order is in the best interest of the City.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

Department of Public Utilities	Contractor
Date: _____	Date: _____
By <u>Rogers, Scott</u> Digitally signed by Rogers, Scott Date: 2024.11.07 13:22:12 -06'00'	<u>Gonzales</u> Digitally signed by Gonzales James
Division Manager	Date: 2024.11.07
Approved: <u>Doug Brown</u> Digitally signed by Doug Brown Date: 2024.11.07 13:35:49 -06'00'	<u>James</u> 08:52:39 -06'00'
Chief Utilities Engineer	By _____

City of Springfield, Illinois
By _____
Mayor GEM
Attest: _____
City Clerk

2024-471



Siemens Energy, Inc.
The Quadrangle
4400 Alafaya Trail
ORLANDO, FL 32826-2399

Order Confirmation

Page 3 of 3

Sold To :
CITY OF SPRINGFIELD

Bill To :
City of Springfield
dba City Water, Light & Power
Accounts Payable
Municipal Center East
800 E. Monroe Street / 4th Floor
SPRINGFIELD IL 62757

Ship To :
CITY OF SPRINGFIELD
ATTN: Mike Renoe
CITY WATER, LIGHT, & POWER
3620 Ridgely Rd
SPRINGFIELD IL 62702

Notes :

Freight Forwarder:

Order Number: 251004 PO Number: TBD
Payment Terms: Net 30 days

PO Date: 08/13/2024
Incoterms: FOB , DESTINATION

Item No.	Material No.	Description	Quant.	Unit Of Meas	Estimated Ship Date	Amounts in USD	
						Unit Price	Total Price
10	PG0031663200 806J935G01 has been superceded by the above material	V-BAND COUPLING ASSY	9	EA	08/14/2024	7,606.00	68,454.00
20	P0073846000 2337C41001 has been superceded by the above material	MARMAN CLAMP ASSEMBLY	6	EA	08/14/2024	142.00	852.00
30	PW10H0556009 Old Material No*	WASHER, LOCK 10H0556009	60	PC	08/14/2024	0.60	36.00
Order Subtotal							69,342.00
Taxes						IL6270299	0.00
Total Price							69,342.00
* This change of nomenclature does not affect the configuration or composition of the parts							

2024-471

2024-471

COPY

ASAP

- ☐ CONTRACTS BETWEEN \$5,000 AND \$15,000
- ☒ CONTRACTS \$50,000 AND UNDER
- ☐ PROFESSIONAL SERVICE CONTRACTS \$25,000 AND UNDER
- ☐ CONTRACT MODIFICATION WITHIN 10%
- ☐ FUNDING APPROVAL FOR MULTI YEAR CONTRACT

CWLP #1710



ORIGINATOR: <u>LD 245 LH JAW</u>	DATE: <u>August 16, 2024</u>
OFFICE REQUESTING: <u>Christopher Olinick/Lia Hill</u>	CONTACT PERSON: <u>Michelle Carlisle</u>
TYPE OF CONTRACT: <u>Technical Support</u>	PHONE NUMBER: <u>789-2116, ext. 2626</u>
CONTRACT INDEX #: <u>WB-25-1994</u>	FISCAL IMPACT: <u>\$38,030.00</u>

DESCRIPTION / JUSTIFICATION:

Requesting funding to purchase parts needed to reassemble the Interstate combustor.

PLEASE LIST SUPPORTING DOCUMENTATION (I.E. CONTRACT, AGREEMENT, CHANGE ORDER, BID BOOK, ETC.)

Quote #20219204

CONTRACTOR / VENDOR NAME: <u>Siemens Energy, Inc.</u>		VENDOR NO: <u>SI004602</u>
CONTRACT TERM:		CHANGE IN SCOPE: ☐ YES ☒ NO
CONTRACT AMOUNT: <u>\$38,030.00</u>		ADDITIONAL AMOUNT: ☐
METHOD OF PURCHASE		
☐ LOW BID	☒ SOLE SOURCE	PREVIOUS ORDINANCE #s
☐ ONLY BID	☐ PROFESSIONAL SERVICE	ISD APPROVAL (IF REQUIRED) ☐ YES ☒ NO
☐ GRANT FUNDED	☐ JOINT PURCHASING	PURCHASING AGENT APPROVAL REQUIRED ☒ YES ☐ NO
☐ OTHER	☐ REQUEST FOR PROPOSAL	

ACCOUNTING INFORMATION (IF MORE THAN FOUR ACCOUNTS, PLEASE ATTACH LIST)

EXPENDITURE			
FUND	AGENCY	ORG	OBJECT
102	100	CAA	8040
			1404

DEPARTMENT DIRECTOR: [Signature]

FUNDS CHECKED BY: [Signature]

CITY PURCHASING AGENT: [Signature]

OBM DIRECTOR: [Signature]

DATE: 8-19-24

DATE: 8-19-24

DATE: 8-19-24

DATE: 8-19-24

COMMODITY CODE:

S:\Ordinance Fact Sheet\OBM FACT SHEET 1.doc/DLRunk

300 SOUTH SEVENTH STREET, ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

COPY



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Michelle Carlisle

FROM: Mike Lesko, Purchasing Agent [Signature]

DATE: August 19, 2024

SUBJECT: Sole Source Determination

I have reviewed the OBM Fact Sheet with Siemens Energy, Inc. for a repair replacement parts for the Interstate Combustion Turbine in an amount not to exceed \$38,030.00 for the Office of Public Utilities, Electric Division.

Based on the information provided, I have determined that Siemens Energy, Inc. is the OEM and is therefore the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

2024-471

COPY



Siemens Energy, Inc.
The Quadrangle
4400 Alafaya Trail
Orlando, FL 32826-2399

Quote
Page 1 of 2

August 09, 2024

Mr. Chris Oehmke
Engineer
City Water, Light, & Power
3100 Stevenson Drive
SPRINGFIELD IL 62703
USA

Quote #: 20279204

Dear Mr. Oehmke,

Siemens Energy, Inc. is pleased to acknowledge receipt of your inquiry ICT Basket Repair Parts, dated August 9, 2024.

Siemens Energy, Inc. offers to supply the equipment detailed below at the prices and exclusively on the terms and conditions set forth in this offer, including those set forth in: per Master Agreement Selling Policy 1270 dated 5/15/12

This offer is valid until September 8, 2024 unless otherwise extended, modified, or withdrawn in writing, by Siemens Energy, Inc. and limits acceptance to the terms set forth herein. The return of a purchase order or any other reasonable manner of acceptance communicated to Siemens Energy, Inc. during such validity period will be sufficient to form an agreement on the terms and conditions of this offer, including those set forth in: per Master Agreement Selling Policy 1270 dated 5/15/12

Thank you for the opportunity to provide this offer. Please feel free to call if you have any questions or require further assistance.

Sincerely,

Andrew Paeplow

ANDREW PAELOW
SIEMENS ENERGY INC
601 OAKMONT LN
WESTMONT IL 60559-5523
USA
Phone : 574-514-9823
Email : andrew.paeplow@siemens-energy.com

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Siemens Energy, Inc.
The Quadrangle
4400 Alafaya Trail
Orlando, FL 32826-2399

Quote
Page 2 of 2

Quote #: 20279204

Item No	Material No	Description	Qty	UCM	Stock Avail.	Std Lead Time (Weeks)	Amounts in USD	
							Unit Price	Total Price
10	FW1804D90G02	GROSS FLAME TUBE CTG/ASSY 50105A.DF42	6	EA	Yes***	35	6,907.00	41,442.00
	751007G03 has been superseded by the above material							
20	90072945090	HAIRMAN CLAMP ASSEMBLY	14	EA	Yes***	12	142.00	1,988.00
	2337041001 has been superseded by the above material							
30	PC0031983200 8001325001 has been superseded by the above material	V-BAND COUPLING ASSY	5	EA	Yes***	41	7,636.00	38,180.00
40	PM2345C37072	SCREW CAPSOCHD-375 X-4-60	10	EA	Yes***	5	2.75	27.50
	Old Material No: 2345C37072							
50	PM23330C51020	SCREW CAP SOGH 325 X 4.25	4	EA	Yes***	9	16.00	64.00
	874C210020 has been superseded by the above material							
60	PM4830C50001 Old Material No:	SCR-SCH-625X1.50 4139C50001	4	EA	Yes***	8	57.00	228.00
70	PM2345C20033	SCREW CAPSOCHD-475 X-3-60	4	EA	Yes***	5	9.00	36.00
	Old Material No: 2345C20033							
80	PM2078601001 Old Material No:	GASKET 2578591001	5	EA	No***	7	88.00	440.00
							Total Price	82,295.50

Material availability is based on current stock levels and subject to prior sales. Standard lead time (weeks) applies to items where stock is not available. If ordering in less than standard lead time, handling fees may apply.
*** Ship time of available stock is one week.
** This is not an inventory item. Standard leadtime will apply.
* This change of commodity does not affect the configuration or composition of the parts.

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/19/24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: 71,330.00

SUGGESTED TITLE: Authorize change order / parts / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Siemens Energy, Inc.

VENDOR NO: SI0048602

CONTRACT TERM: - Change in Scope Yes ☒ No ☐

CONTRACT AMOUNT: \$38,030.00

(Original amount if change order)

1

Change Order #

71,330.00

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Other: _____☐ Low Bid Meeting Specs☒ Exception: SS☐ Low Evaluated Bid

Code Provision: 38.40

Previous Ord #'s OBM Fact sheet

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CAA	8040	1404	71,330.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Change Order, invoices, OBM fact sheet

STAFF ANALYSIS

An Ordinance authorizing change order #1 and additional funding in an amount not to exceed \$71,330.00 with Siemens Energy, Inc. for addition parts that were purchased for the repair of Interstate's combustor in a total amount payable of \$109,360.00.

FUNDS CHECK BY:

Dakota
CapranicaDigitally signed by Dakota
Capranica
Date: 2024.11.08 14:57:56
-06'00'

Date: _____

DIRECTOR / SUPERVISOR:

Doug Brown

Digitally signed by Doug
Brown
Date: 2024.11.07 13:35:30
-06'00'

Date: _____

CITY PURCHASING AGENT:

J Michael Lesko

Date: 11/12/2024

SIGN OFF:


(Mayor's Signature) GEM
(Director of OBM) 11/12/2024

The information supplied on this form is not confidential information.

2024-471

AN ORDINANCE AUTHORIZING CHANGE ORDER #1 AND ADDITIONAL FUNDING
IN AN AMOUNT NOT TO EXCEED \$136,984.16 WITH SIEMENS ENERGY, INC.
FOR THE COST OF LABOR FOR THE REPAIR/REASSEMBLY OF INTERSTATE'S
COMBUSTION TURBINE FOR A TOTAL AMOUNT PAYABLE OF \$161,983.16
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, through the OBM Fact Sheet procedure process, Contract #NB25-200U authorized the payment to Siemens Energy, Inc. ("Siemens") in the amount of \$24,999.00 to their assistance with the repair/reassembly of Interstate's Combustion Turbine, and

WHEREAS, upon the process of performing repairs and the reassembly, additional labor was incurred, and

WHEREAS, such circumstances were not reasonably foreseeable at the time of the original contract, and

WHEREAS, this Ordinance authorizes an additional \$136,984.16 payable under the contract.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed One Hundred Thirty-Six Thousand Nine Hundred Eighty-Four Dollars and Sixteen Cents (\$136,984.16) for labor cost in relation to the repair and reassembly of Interstate's Combustion Turbine.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase, including all necessary change order, on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Siemens, for the total maximum amount of One Hundred Sixty-One Thousand Nine Hundred Eighty-Three Dollars and Sixteen Cents (\$161,983.16) from Account No. 102-100-CAA-8040-1205 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 11/14/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

**Office of Public Utilities
ORDINANCE DISCUSSION SHEET**

VENDOR/AWARD:

VENDOR NAME: Siemens Energy Inc.
CONTRACT AMOUNT: \$136,984.16 (additional)
TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

OBM Fact Sheet: Contract # NB25-200U, \$24,999.00.

INFORMATION:

This is a standard change order and funding increase ordinance for additional labor costs associated with a repair of Interstate's Combustion Turbine.

This Ordinance authorizes Change Order #1 and additional funding for a total contract amount not to exceed \$161,983.16 with Siemens Energy, Inc. ("Siemens"). In August 2024, payment for labor costs associated with the repair/reassembling of the Interstate Combustion Turbine was authorized through the OBM Fact Sheet purchasing process in an amount of \$24,999.00. Additional labor costs were required to complete the repair (\$136,984.16), were not reasonably foreseeable at the beginning of the contract, and were not within the parties' contemplation at that time. The total for the original and the additional labor, bring the total expenditure to \$161,983.16.

Siemens is not a local vendor and is the OEM for such repair labor for the Interstate Combustion Turbine.

CHANGE ORDER NO. 1

City of Springfield, Illinois

Page _____ of _____

Department of Public Utilities

Project: Interstate Combustor Repair Labor

Contract: NB25-200U

Contractor: Siemens Energy, Inc.

The below-noted modifications to subject Contract are agreed to by the Department of Public Utilities and the Contractor: See Attached

The modifications noted above result in increase of \$136,984.16 in Contract Price:

Original Contract Price	\$	<u>24,999.00</u>
Total Net Amount of all previous Change Orders	\$	<u>0.00</u>
Total Net Amount of this Change Order	\$	<u>136,984.16</u>
Current Ordinance Amount including this Change Order	\$	<u>161,983.16</u>

The Contract Time shall be unchanged (by 0 year(s)), the current Completion Date being: work already completed.

The circumstances necessitating this Change Order were not reasonably foreseeable at the beginning of this Contract and were not within the contemplation of the parties at that time. This Change Order is in the best interest of the City.

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

Department of Public Utilities

Contractor

Date: _____

Date: _____ Digitally signed by _____

By Rogers, Scott Digitally signed by Rogers, Scott
Date: 2024.11.07 13:41:27 -06'00'

Gonzales Digitally signed by
Gonzales James

Division Manager

Approved: Doug Brown Digitally signed by Doug Brown
Date: 2024.11.07 13:53:45 -06'00'

James Date: 2024.11.07
08:51:28 -06'00'

Chief Utilities Engineer

By _____

City of Springfield, Illinois

By _____

Mayor GEM

Attest: _____

City Clerk

2024-472

Siemens Energy, Inc.
City, Water, Light & Power
Interstate CT1
Purchase Order # , dated 8/18/2024
OFFT25009A52

Billing Spread Sheet

Description: Interstate CT1 Basket Replacement

Item	Qty	Description	Unit Cost	Multi	Amount
1	80	M Renoe Engineer ST Hours	399.00		\$31,920.00
	50	M Renoe Engineer OT Hours	599.00		\$29,950.00
	22	M Renoe Engineer DT Hours	798.00		\$17,556.00
	13	Per diem	337.00		\$4,381.00
	56	R Gwyn Technician ST Hours	234.00		\$13,104.00
	38	R Gwyn Technician OT Hours	350.00		\$13,300.00
	28	R Gwyn Technician DT Hours	467.00		\$13,076.00
	12	Per diem	337.00		\$4,044.00
	40	V Morelli Engineer ST Hours	399.00		\$15,960.00
	12	V Morelli Engineer OT Hours	599.00		\$7,188.00
	8	V Morelli Engineer DT Hours	798.00		\$6,384.00
	6	Per diem	337.00		\$2,022.00
	3	Round trip travel	1,750.00		\$5,250.00
	Lot	Tooling	12,691.96		\$12,691.96
	Lot	Labor discount 10%	-14,843.80		-\$14,843.80
		Total:			\$161,983.16

Approved by Siemens: Susan Thomure

Date: 9/12/2024

2024-472

2024-472

COPY

- ☐ CONTRACTS BETWEEN \$5,000 AND \$15,000 CWLP #1711
- ☐ CONTRACTS \$50,000 AND UNDER
- ☒ PROFESSIONAL SERVICE CONTRACTS \$25,000 AND UNDER
- ☐ CONTRACT MODIFICATION WITHIN 10%
- ☐ FUNDING APPROVAL FOR MULTI-YEAR CONTRACT

ASAP



ORIGINATOR: 20245 LH 346	DATE: August 16, 2024
OFFICE REQUESTING: Christopher Oakman/Lisa Hill	CONTACT PERSON: Michelle Carlisle
TYPE OF CONTRACT: Technical Support	PHONE NUMBER: 789-2116 ext. 2626
CONTRACT INDEX #: NBS-200-11	FISCAL IMPACT: \$24,999.00

DESCRIPTION / JUSTIFICATION:

Requesting funding for Siemens personnel to come to Interstate and assist with the combustor repairs.

PLEASE LIST SUPPORTING DOCUMENTATION (I.E. CONTRACT, AGREEMENT, CHANGE ORDER, BID BOOK, ETC.)
Siemens 2024 Price List PL1727

CONTRACTOR / VENDOR NAME: Siemens Energy, Inc.	VENDOR NO: S1005502
CONTRACT TERM: 1 Month	CHANGE IN SCOPE: ☐ YES ☒ NO
CONTRACT AMOUNT: \$24,999.00	ADDITIONAL AMOUNT: ☐
METHOD OF PURCHASE	
☐ LOW BID	☐ SOLE SOURCE
☐ ONLY BID	☒ PROFESSIONAL SERVICE
☐ GRANT FUNDED	☐ JOINT PURCHASING
☐ OTHER	☐ REQUEST FOR PROPOSAL
PREVIOUS ORDINANCE #'s	
ISD APPROVAL (IF REQUIRED) ☐ YES ☒ NO	
PURCHASING AGENT APPROVAL REQUIRED ☒ YES ☐ NO	

ACCOUNTING INFORMATION (IF MORE THAN FOUR ACCOUNTS, PLEASE ATTACH LIST)

EXPENDITURE			
FUND	AGENCY	ORG	AMOUNT
102	100	CAA	8040 1205 \$24,999

DEPARTMENT DIRECTOR: <i>[Signature]</i>	DATE: <i>8-19-24</i>
FUNDS CHECKED BY: <i>[Signature]</i>	DATE: <i>8-19-24</i>
CITY PURCHASING AGENT: <i>[Signature]</i>	DATE: <i>8-19-24</i>
OBM DIRECTOR: <i>[Signature]</i>	DATE: <i>8-19-24</i>

COMMODITY CODE:

S:\Ordinance Fact Sheet\OBM FACT SHEET 1.docx/DLRunk

COPY



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Michelle Carlisle

FROM: Mike Lesko, Purchasing Agent *[Signature]*

DATE: August 19, 2024

SUBJECT: Professional Services Determination

I have reviewed the OBM Fact Sheet with Siemens Energy, Inc. for a Field Service Technician to assist with Interstate Combustion Turbine inspection and repair in an amount not to exceed \$24,999.00 for the Office of Public Utilities, Electric Division.

Based on the information provided, I have determined that this vendor possesses a high degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.

COPY



Siemens Energy, Inc. (SEI) Service Operations
2024 Price List PL1727
Engineering, Technician, Specialty and Support Services for Gas Turbine,
Steam Turbine in Combined Cycle and Generator Plant Sites (USA)

Siemens Energy Gas Services North America (SE GS NA)

Siemens Energy, Inc. The Quadrangle 4400 N. Aulaya Trail Orlando, Florida, USA 32826-2399		Price List 1727 (USD\$) Effective January 07, 2024 Supersedes PL1727E dated January 01, 2024 Page 1 of 4		USA Geographical Area Daily Expense Class Rates	
Personnel Hourly Rates		Straight Time*	Overtime Weekdays & Saturdays*	Sundays & Holidays*	Expense Class
Project Management / Specialty Services / SEI Engineering		\$399	\$599	\$798	A1
Technical Field Advice (TFA) / Field Shift Engineer / Field Service Representative		\$333	\$500	\$667	A
Human Performance (HUP) Outage Specialist		\$312	\$468	\$624	B
Craft Labor Supervisor (CLS) A1 & A-G		\$242	\$362	\$483	C
Chief Generator Winder / Lead ST Blader		\$241	\$361	\$481	D
Journeyman Generator Winder / Journeyman ST Blader		\$229	\$344	\$458	E
Lead Machinist / Lead Welder / Lead Plant Auxiliary Solutions (PAS) Technician		\$229	\$344	\$458	F
Journeyman Machinist / Journeyman Welder / Journeyman Plant Auxiliary Solutions (PAS) Technician		\$217	\$326	\$434	G
Lead GT Technician		\$248	\$371	\$495	
GT Technician		\$234	\$350	\$467	
GT Mechanical Support		\$130	\$195	\$261	
Lead NDE Specialist		\$245	\$368	\$491	
NDE Specialist		\$198	\$298	\$397	
Safety Specialist		\$169	\$253	\$338	
Scheduler		\$229	\$344	\$458	
Project Administrator / Accountability - FME Technician		\$82	\$138	\$183	

*Remote Location rates are 30% above the Straight Time, Overtime Weekdays & Saturdays, and Sundays & Holiday rates.

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Supersede Any Other Terms Not Expressly Set Forth In A Signed Agreement. Siemens Energy Inc. Confidential Information.

SIEMENS
ENERGY

Siemens Energy, Inc.
The Quadrangle
4400 N. Aulaya Trail
Orlando, Florida, USA 32826-2399
Price List PL1727 (USD\$)
Effective January 07, 2024
Supersedes PL1727E dated January 01, 2024
Page 2 of 4

Engineering, Technician, Specialty and Support Services for Gas Turbine,
Steam Turbine in Combined Cycle and Generator Plant Sites (USA)

Terms and Conditions: Unless contracted otherwise, all Siemens Energy, Inc. (hereinafter, "Siemens Energy" or "SEI") prices contained and
services described herein are subject to the applicable Siemens Energy, Inc. Terms and Conditions set forth in SP2020 (Version 3) dated August
22, 2023 (For Sales in the USA, Excluding the State of Louisiana & International Sales) which Govern the Sale of Equipment and Services or
SP2020L (Version 3) dated August 22, 2023 (For Sales in the State of Louisiana) which Govern the Sale of Equipment and Services.
Price Policy: All rates and prices are subject to change without notice. Unless contracted otherwise, rates and prices for ongoing contracts will
be those in effect at the time an order is received, or the work is performed.

Article 1 - Personnel Type and Role Descriptions

Siemens Energy, Inc. (hereinafter, "Siemens Energy" or "SEI")
offers onsite and offsite field service and support personnel
including, but not limited to, the personnel and roles described
herein.

1.1 Project Management, Specialty Services, and SEI
Engineering

A Project Manager, Specialty Services, or SEI Engineer directs
SEI personnel or provides technical responses to customer
engineering questions.

Specialty Services work includes, but is not limited to: Turbine
Services, Generator Services, Non-Destructive Examination
(NDE) Services, Auxiliary Plant Solutions Services, and other
Specialty Engineer, Specialist or equivalent personnel reporting
the condition of a unit and / or its components ("fact finding"),
performing diagnostic and operational trouble-shooting, and
commissioning of steam/gas turbine, generator equipment. This
work may be conducted onsite or offsite.

Further Specialty Services includes: Diagnostic Electrical Testing,
Evaluation and Setup Activities on Control Systems, Voltage
Regulator Systems, and any Online Diagnostics.

Emissions tuning, metrology services, hydrogen leak detection,
Non-Destructive Examination (NDE), vibration analysis, and
balancing are types of field engineering services offered.

SEI Engineers or Specialty Services personnel located at SEI
home-based facilities, including: Corporate Offices, District
Service Offices, and Technical Support Centers, provide
engineering dispositions, technical studies, and information
relating to the design and operation of steam/gas turbine,
generator equipment.

1.2 Technical Field Advice (TFA), Field Shift Engineer and
Field Service Representative

An Engineer providing TFA renders advice and makes
recommendations to customer personnel based on SEI
procedures, drawings, and information obtained from SEI home-
based facilities during standard maintenance of existing, and
installation of new, SEI units. By definition, standard maintenance
includes disassembly, inspection, routine repair, replacement of
renewal parts, and reassembly as needed.

A Field Shift Engineer, working under the direction of a SEI Project
Manager or Engineer, providing Supervisory Services, offers
technical support and oversees SEI field personnel, including the
Craft Labor Supervisor, during the implementation of service
projects.

A Field Service Representative (FSR) provides mechanical
advisory services, technical assistance, and mechanical and
controls support for machinery and accessory equipment.

1.3 Human Performance (HUP) Outage Specialist

Human Performance (HUP) Outage Specialists are trained
personnel with field service experience that perform an expanded
role covering areas of, but not limited to, safety, quality assurance,
risk management, loss control, and human performance.

processes and procedures.

1.4 Craft Labor Supervisor (CLS)

A Craft Labor Supervisor provides direct supervision of field craft
labor personnel working for SEI during the implementation
of service projects. Any change in the Collective Bargaining
Agreement (CBA) or Labor Agreement utilized at the Customer
site may require a pricing adjustment. USA Geographical Area
Daily Expense Class Rates apply.

1.5 Technicians, Specialists, and Administrative Services
SEI Field Service Technicians and Specialists provide services for
power generating equipment including, but not limited to: safety,
winding, blading, welding, Non-Destructive Examination (NDE),
Accountability / Foreign Material Exclusion (FME) and assembly
and disassembly of components.

Personnel located at SEI home-based facilities, provide technical,
administrative, and clerical services including, but not limited to:
scheduling and project administration services.

Article 2 - Labor Rates Payable

SEI onsite, offsite, field service and support personnel rates are
described herein. Pricing is in USD\$.

In the event SEI uses outside workforces to perform services that
would normally be performed by SEI personnel, SEI will invoice
"Purchaser" for such personnel based upon market conditions,
agreements or at the hourly rates and applicable expenses
described herein.

2.1 Straight Time

Straight Time rates, Monday through Friday (Excluding Holidays),
apply to all time worked or travelled, or a fraction thereof, up to a
maximum of 8 hours in a workday with an allowance for mealtime.

2.2 Overtime

Weekday overtime rates, Monday through Friday (Excluding
Holidays), apply to all time worked or travelled in excess of any
consecutive 8-hour period in a workday with an allowance for
mealtime. Overtime rates apply to all time worked or travelled on
Saturdays (excluding Holidays) with an allowance for mealtime.

2.3 Sundays & Holidays

Sundays and Holiday rates apply for all hours worked or travelled,
with an allowance for mealtime, on a Sunday or Holiday locally
observed by SEI.

2.4 Craft Labor Supervisor (CLS) Time

For Craft Labor Supervisor (CLS), in addition to the overtime
provisions in 2.2, all time worked or travelled after 11 hours
during a weekday or Saturday (Excluding Holidays) will be billed at
the Sundays & Holidays rate, with an allowance for mealtime.

2.5 Field Craft Labor Personnel Rates

Field Craft Labor rates will be quoted by your local SEI
representative based upon local market conditions and local craft
labor agreements. Field Craft Labor rates include, but are not
limited to: hourly ST, OT, Sunday and Holiday rates, per diem
rates, and Mobilization / Demobilization Fees.

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Supersede Any Other Terms Not Expressly Set Forth In A Signed Agreement. Siemens Energy Inc. Confidential Information.

COPY



**Engineering, Technician, Specialty and Support Services for Gas Turbine,
Steam Turbine in Combined Cycle and Generator Plant Sites (USA)**

2.6 "On-Call" or "Customer Standby" Coverage Time
A SEI field service or support laborer working "On-Call" or on "Customer Standby" coverage time, does not constitute 24 hours of coverage by this one (1) individual.

Customers seeking 24 hour / 7 days per week coverage should contract for two (2) Engineering, Field Service Representatives, or Specialty Services personnel with a clear designation between dayshift and nightshift.

a) Weekdays
(Monday through Friday) "On-Call" or "Customer Standby" coverage time for SEI field service or support personnel, on a customer field assignment shall be charged at a minimum of 8 hours per day.
If "On-Call" or "Customer Standby" coverage time is requested for onsite work occurring after 1800 hours, an additional 4 hours of overtime will be billed.

b) Saturdays, Sundays and Holidays
"On-Call" or "Customer Standby" coverage time for SEI field service and support personnel, on a customer field assignment shall be charged at a minimum of 4 hours per day.
If "Customer Standby" coverage time is requested for onsite work occurring after 1300 hours, and prior to 1800 hours, a total of 8 hours will be billed.
If "On-Call" or "Customer Standby" coverage time is requested for onsite work occurring after 1800 hours, an additional 4 hours of overtime will be billed.

c) Maximum Limits
The maximum "On-Call" or "Customer Standby" coverage time, charged per person, per day will be 12 hours.
The maximum combined total "On-Call" or "Customer Standby" coverage time, and time worked at a job site / location, will be limited to 16 hours per day or as specified within governmental or regulatory requirements.

2.7 Job Assignment Preparation / Process Time / Other Travel or "Standby" Time
Includes time worked or traveled for job assignment preparation, other process or "Standby" time involved in obtaining or complying with any project specific or regulatory requirements, including, but are not limited to; background checks, security clearances, badges, medical requirements, site training, specific job-skill training and safety certifications.

a) Weekdays
(Monday through Friday) Minimum billing is 8 hours and applies to Job Assignment Preparation, Process Time or other Travel or "Standby" Time during an 8-hour workday, or fraction thereof.

b) Saturdays, Sundays and Holidays
Actual hours of Job Assignment Preparation, Process Time or other Travel or "Standby" time will be billed.

2.8 Remote Location
Work will be considered in a Remote Location if it is impractical for personnel to leave site either because of distance to shore, lack of nearby communities (i.e., remote sites), or security concerns (i.e., confined sites). The minimum chargeable workday is 12 hours Monday - Sunday for Remote Locations. This includes all day's personnel are assigned to the project, working or otherwise. Remote Location standard time rates apply for the first 12 hours worked or traveled each day.

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Article 3 - Fixed and Reimbursable Expenses

Fixed and other reimbursable expenses will be assessed and billed as described herein.

3.1 Fixed Expense Rates
a) USA Geographical Area Daily Expense Class Rates
The USA Geographical Area Daily Expense Class Rates include lodging, meals, local transportation, and miscellaneous expenses (telephone, postage, laundry, etc.).
The standard daily expense class rate charges are subject to adjustment during seasonal or special events. The daily expense class rate applicable for a specific job site / location will be quoted separately and can be provided by your local SEI representative.

b) Projects Non-Working Weekend Days
An additional charge of \$382 per person per day will be added to the daily expense class rate charge for all non-working weekend days on projects extending over the weekend(s).

c) Travel (Air and / or Ground Transportation)
All round-trip air and / or ground transportation from an individual's home location to and from the job site / location (not including Alaska and Hawaii), will be billed as follows:

Flat fee of \$1,750 for travel per individual.
The intercontinental trip home, known as the 3 rd weekend trip home, will be billed as a flat fee of \$1,750 per individual.

d) Personnel Daily Commuting Services
When SEI supplies stand-alone daily personnel commuting services, and USA Geographical Area Daily Expense Class Rates do not apply, a \$115 per person expense charge, covering local transportation and miscellaneous expenses, will be billed for each calendar day an individual is assigned to a project.

e) Lodging
For a job site / location where personnel require overnight lodging, the applicable daily expense class rate charge will be billed for each calendar day an individual is assigned to a project, including non-working weekend days for projects extending over the weekend(s).

3.2 Other Reimbursable Expenses
Other reimbursable expenses include but are not limited to, fees for compliance certificates, background checks, security clearances, badges, medical requirements, site training, specific job-skill training and safety certifications including applicable taxes on the lodging and an administrative handling charge of 15% may be included.

Article 4 - Tooling and Field Support Services

4.1 Tooling and Transportation Rates
a) Siemens Energy, Inc. Tooling
SEI tooling, special assembly tools, instrumentation and other necessary equipment used by SEI or its subcontractors will be quoted by your local SEI representative. Rates are inclusive of normal recalibration and replenishment. Loss or Excessive Damage beyond the control of SEI will be billed as an additional charge.

b) Expedited Tooling Transportation
Freight surcharges may apply on tool orders sent on an expedited basis. Pricing may vary based on the tool depot location and its proximity to job site / location.

c) Project Specific Tooling Transportation
A charge will apply for project specific tools shipped out of SEI Tooling facilities. Transportation will be billed at invoice cost to SEI x 1.25.

d) Local Procurement
Locally procured tools, materials, services and subcontracts will be billed at invoice cost to SEI x 1.25.

4.2 Miscellaneous Field Support Services Rates
a) Readiness Fee
For supervisory services, a job specific readiness fee may apply to orders that are not in price. This fee will be billed at invoice cost and will be quoted separately by your local SEI representative.

b) Product Change Management (PCM) / Customer Technical Support Ticket (CTS Ticket)
If SEI personnel are not engaged in Technical Field Advice (TFA) services at the job site / location, and the customer requests technical advice which leads to the initiation of a Product Change Management (PCM) Clarification or Customer Technical Support Ticket (CTS Ticket) by SEI, additional documentation, a minimum charge of \$5,000 will apply.

A separate price quote will be provided by your local SEI representative for PCM/ CTS requests that require more than two (2) working days and SEI reserves the right to relocate to dispatch Non-DEAR findings in the event SEI is not performing the scope(s) of work.

c) 3rd Party Vendors Non-Destructive Evaluation (NDE)
A \$6,000 charge will apply for engineering dispositions of 3rd party vendors NDE bore scope inspections.

d) Outage Services (Field Reports)
Prices for outage services include one electronically delivered Field Report. A minimum charge of 8 hours per day will apply to personnel on a report writing assignment at a customer site / location. Additional fees, if applicable, for any Field Report hard copies will be quoted by, and supplied through, the local District Service Operations Managers.

Article 5 - Worksite Services

5.1 Miscellaneous Communications & Services
High-Speed Internet Connection & Telephone Services
To expedite access to SEI drawings, specifications, field procedures, and other electronic information necessary to perform onsite services, SEI strongly encourages customers to have 24 hr access to a secure high-speed internet connection and telephone service dedicated to SEI field personnel. For sites where SEI provides internet using cellular services, these services may be billed and invoiced to the customer at the flat rate of \$2,500 per internet service device per month (1-month minimum charge).

ORDINANCE FACT SHEET

DATE OF 1st READING: 11/19/24

CONTACT PERSON: Michelle Carlisle

OFFICE REQUESTING: Office of Public Utilities

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: 136,984.16

SUGGESTED TITLE: Authorize change order / labor / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Siemens Energy, Inc.

VENDOR NO: SI0048602

CONTRACT TERM: - Change in Scope Yes ☒ No ☐

CONTRACT AMOUNT: \$24,999.00

1

136,984.16

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Other: _____☐ Low Bid Meeting Specs☒ Exception: SS☐ Low Evaluated Bid

Code Provision: 38.40

Previous Ord #'s OBM Fact sheet

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CAA	8040	1205	136,984.16
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Change Order, invoices, OBM fact sheet

STAFF ANALYSIS

An Ordinance authorizing change order #1 and additional funding in an amount not to exceed \$136,984.16 with Siemens Energy, Inc. for additional labor that was needed for the repair/reassembly of Interstate's combustor in a total amount payable of \$161,983.16.

FUNDS CHECK BY:

Dakota
CapranicaDigitally signed by
Dakota Capranica
Date: 2024.11.08
14:58:41 -06'00'

Date: _____

DIRECTOR / SUPERVISOR:

Doug Brown

Digitally signed by Doug Brown
Date: 2024.11.07 13:53:06 -06'00'

Date: _____

CITY PURCHASING AGENT:

J Michael Lesko

Date: 11/12/2024

SIGN OFF:


(Mayor's Signature)
(Director of OBM)

11/12/2024

The information supplied on this form is not confidential information.

2024-472

AN ORDINANCE AUTHORIZING THE PURCHASE OF A
BACKHOE FROM MARTIN EQUIPMENT, INC. FROM A THIRD-
PARTY COOPERATIVE PURCHASING AGREEMENT WITH
SOURCEWELL IN AN AMOUNT NOT TO EXCEED \$77,020.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of a new 2024 John Deere Backhoe from Martin Equipment, Inc. ("Martin Equipment") for the Office of Public Utilities, Transmission and Distribution Department, and

WHEREAS, this backhoe will be used for the installation of underground electric work by the Electric T&D personnel, and

WHEREAS, the new unit will replace an existing 2018 John Deere Backhoe (Unit #40720) that will be used as a trade-in towards this purchase, and

WHEREAS, in accordance with the provisions of Section 38.50(3) of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding because it is a joint purchase under a third-party cooperative purchasing agreement with Sourcewell, Contract number 11723-JDC.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves the purchase of a new 2024 John Deere Backhoe from Martin Equipment in an amount not to exceed Seventy-Seven Thousand Twenty Dollars and No Cents (\$77,020.00).

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute any necessary documents with Martin Equipment on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Martin Equipment for the total maximum amount of Seventy-Seven Thousand Twenty Dollars and No Cents (\$77,020.00) from Account No. 100-102-CBBA-3852-1504 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2024

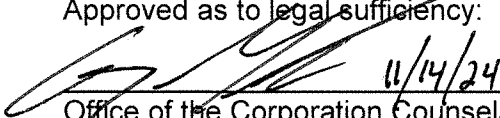
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:


Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Martin Equipment, Inc.
CONTRACT AMOUNT: \$77,020.00
TYPE OF AWARD: Joint Purchase - Sourcewell

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes the purchase of a 2024 John Deere Backhoe with Martin Equipment, Inc. ("Martin Equipment") in an amount not to exceed \$77,020.00 through Sourcewell Joint Purchasing Contract #11723-JDC. The unit's cost is \$149,020.00; a trade-in amount of \$72,000.00 will reduce this cost to \$77,020.00.

This new backhoe will be used by the Office of Public Utilities' Distribution and General Services personnel for the installation of underground electric work. It will replace a 2018 John Deere Model 310SL HL Backhoe, Unit #40720, which has reached the end of its 7-year warranty and maintenance agreement that provides a guaranteed buyback amount. Unit #40720 will be used as a trade-in to be applied to the purchase. The new unit is a 2024 John Deere 320 P-tier Backhoe Loader with a 24-inch heavy-duty bucket, a 5-year 1,000-hour Martin Max with annual services, and a 5-year or 1,500 full comprehensive warranty.

Sourcewell solicits bids and allows municipalities to share in the bulk cost savings by ordering off such contracts.

Martin Equipment is a local vendor.



Nov 10.
8:40

40720

2384 J. David Jones Parkway
Springfield, IL 62707
T: (217) 528-4347
F: (217) 525-0519

Quote Issued To: CITY OF SPRINGFIELD POWER DIVISION
1600 GROTH STREET
SPRINGFIELD IL 62703
2179710889
Quote Issued By: Adam Paul 217-652-6411

QUOTATION

Quote #: 1006261
Issue Date: 9/10/2024
Expire Date: 10/6/2024
FOB: Springfield

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	Quoted Sale Price
	2024	John Deere	320 P-tier Backhoe Loader			

Description

CAB HEAT AND AIR

Premium Mirror Option - Exterior Rear View Mirrors (2) and Front View Mirror (1)

Sun Visor

Radio, Bosch Premium Package

Seat, Cloth Air-Suspension

JDLINK™

Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential

115HP John Deere 4.5L - FT4/Stage IV

Chrome Exhaust Extension

Diagnostic Oil Sampling Ports

Dual Batteries with Disconnect, Jump Post, and Engine Block Heater

LED Light Package

Heavy Lift - Extendible Dipperstick

1000 lb. (454 kg.) Front Counterweight

Auxiliary Hydraulics with One Way Flow

Pilot Controls, Two Lever, with Pattern Selection

Three-Function Loader Hydraulics, Single Lever

Auto Ride Control



MARTINEQUIPMENT.COM

2024-473



2384 J. David Jones Parkway
Springfield, IL 62707
T: (217) 528-4347
F: (217) 525-0519

Description

24 in. (611 mm.) Heavy-Duty Bucket, 8.1 cu. ft. (0.23 cu. m.)
5YR 1000HR MARTIN MAX WITH ANNUAL SERVICES
5 Year or 1,500 Full Comprehensive Warranty
4 Corner LED Strokes (cab roof mounted)

TRADE ALLOWANCES

TIV #	Year	Make	Model	Serial #	Hours	Trade Allowance
001493	2018	JOHN DEERE	310SL HL	1T0310HLCHF321720	631.00	
Total Trade Allowance:						\$72,000.00

NOTES

SOURCEWELL ACCOUNT #-34550

* Previous Guaranteed 7 Year Buy Back Amount = \$55,000.00 per Contract UE18-05-22

QUOTE SUMMARY

Total Sale price:	\$149,020.00
Total Trade Allowance:	\$72,000.00
Subtotal:	\$77,020.00
Sales Tax:	\$0.00
Rent Applied:	\$0.00
Cash with Order:	\$0.00
Document Fee:	\$0.00
TOTAL:	\$77,020.00

Acceptance Signature: _____

Date: _____

*All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.
All prices are subject to expiration of any current sales programs and incentives.*



MARTINEQUIPMENT.COM

2024-473

ORDINANCE FACT SHEET

DATE OF 1st READING: 11-19-24

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☐ Yes ☒ If yes, explain justification - See attached documentFISCAL IMPACT: 77,020.00SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Martin Equipment

VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: as above

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

- ☐ Low Bid ☐ Other: _____
- ☐ Low Bid Meeting Specs ☒ Exception: Sourcewell
- ☐ Low Evaluated Bid Code Provision: 38.50(3)(a)

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	100	102	CBBA	3852	1504	77,020.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Quote

STAFF ANALYSIS

Authorizing the purchase of a John Deere backhoe for the T&D Division through a Sourcewell contract (#11723-JDC).

FUNDS CHECK BY:

Cavanaugh, Rachel H.
Digitally signed by Cavanaugh, Rachel H.
Date: 2024.10.31 11:43:11 -05'00'

Date: _____

DIRECTOR / SUPERVISOR:

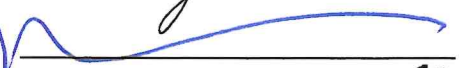
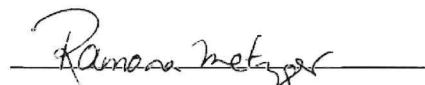
Doug Brown
Digitally signed by Doug Brown
Date: 2024.10.30 09:31:00 -05'00'

Date: _____

CITY PURCHASING AGENT:

J Michael LeskoDate: 10/31/2024

SIGN OFF:


(Mayor's Signature)
(Director of OBM)

The information supplied on this form is not confidential information.

2024-473

AN ORDINANCE AUTHORIZING A RENEWAL OF A FIVE-YEAR MAINTENANCE
AGREEMENT WITH ENVIRONMENTAL SYSTEMS CORPORATION TO PROVIDE
SUPPORT FOR THE CONTINUOUS EMISSIONS MONITORING SYSTEM AT DALLMAN
AND INTERSTATE POWER PLANTS IN AN AMOUNT NOT TO EXCEED \$196,215.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance authorizes a renewal of a five-year agreement/contract for hardware and software support agreement with Environmental Systems Corporation ("ESC") for the Continuous Emissions Monitoring System ("CEMS") at the Dallman Power Plant and Interstate Plant in an amount not to exceed \$196,215.00 for Dallman (\$108,275.00) and Interstate (\$87,940.00) locations, and

WHEREAS, this agreement will cover the time period of December 2024 to November 2029, and

WHEREAS, this agreement allows the Utility to continue in the StackVision DASProtect Fortress Program to monitor and store data from the equipment monitoring the power plant, and

WHEREAS, this data collection is required by Federal and State authorities to accurately report our stack emissions, and

WHEREAS, in accordance with the provisions of Section 38.40 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves a five-year maintenance agreement with ESC in an amount not to exceed One Hundred Ninety-Six Thousand Two Hundred Fifteen Dollars and No Cents (\$196,215.00).

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute any necessary documents with ESC on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to ESC for the total maximum amount of One Hundred Ninety-Six Thousand Two Hundred Fifteen Dollars and No Cents (\$196,215.00) from Account No. 102-100-CAA-7713-1205 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2024

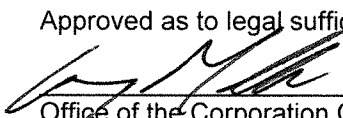
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 11/14/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Environmental Systems Corporation
CONTRACT AMOUNT: \$196,215.00 (over 5 yrs.)
TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 449-11-19, 5 yrs. \$174,737.50.

INFORMATION:

This is a recurring contract for software and hardware support for the Continuous Emissions Monitoring System ("CEMS").

Previously, Ordinance 435-08-09 authorized a Sole Source Proposal with Environmental Systems Corporation ("ESC") for the CEMS at the Dallman Power Plant and Interstate Plant, for the total amount of \$187,570.62 for a five-year timeframe. Ordinance No. 385-11-14 authorized a 5-year maintenance agreement for the period of 2014-2019 at a cost of \$178,500.00. Ord. 449-11-19 authorized a 5-year renewal agreement for the period of 2019-2024 at a cost of \$174,737.50.

This Ordinance approves the renewal of a 5-year maintenance agreement with ESC to provide software and hardware support for the CEMS for the period of 12/1/24 – 11/30/25.

The agreement allows the Utility to continue in the StackVision DASProtect Fortress program. This system monitors and stores data from the equipment monitoring the power plant. This data collection is required by Federal and State authorities in order to accurately report stack emissions.

ESC is not a local vendor.

Breakdown:

	Dallman	Interstate		
Year 1:	\$ 20,395.00	\$16,565.00		
Year 2:	\$ 21,005.00	\$17,060.00		
Year 3:	\$ 21,635.00	\$17,570.00		
Year 4:	\$ 22,285.00	\$18,100.00		
Year 5:	\$ <u>22,955.00</u>	\$ <u>18,645.00</u>		
	\$108,275.00	\$87,940.00	Total of 5-years	\$196,215.00



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Michelle Carlisle

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: November 7, 2024

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet with Environmental Systems Corporations for renewal of a five-year agreement for Continuous Emissions Monitoring System the Office of Public Utilities, Electric Power Generation Division.

Based on the information provided, I have determined that ESC is the OEM of this software and is therefore the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.



November 1, 2024

ESC-039960-001

Page 1 of 21

Mr. Pete Choudry
City Water, Light & Power (CWLP)
City Water, Light & Power
3100 Stevenson Dr.
Springfield, IL 62703

E-mail: peter.choudry@cwlp.com

RE: ESC- 039960 - City Water, Light & Power (CWLP) - 2024-2025 DASProtect Renewal

Dear Mr. Choudry:

ESC Spectrum is pleased to provide you a proposal for:

- ESCISStackVision DASProtect

Options:

- 5-year agreement
- Plus Firmware Updates 1x a year
- Plus Onsite Visit 1, 2, 3, 4x a year

We are passionate about your success and that is why we offer you DASProtect, a comprehensive support and maintenance plan for our StackVision and data controller products. You rely on ESCISStackVision and data controllers to monitor and report stack emissions to help your company meet its environmental compliance objectives and related business objectives. As such, your company's success, as well as your success, is related to your effective utilization of these products to meet these objectives. When you have a question or encounter an issue related to your use of these products, you need access to information and people that can help answer your question or resolve your issue quickly. Additionally, you need updates to these products to address ongoing changes in environmental regulatory requirements, security requirements, and technology as well as to provide you with ongoing improvements in functionality.

Pricing to renew your DASProtect agreement is presented below. Please see the attached Scope of Work document for additional information.

The offer presented in this proposal is valid for a period of 30 days from the date of issuance. Pricing is contingent upon the full and complete acceptance of this proposal and the documents referenced herein (including all attachments). To assist with processing, your contract or purchase order should reference this proposal and indicate the full term and price of the services that you purchase. Additionally, you should send your contract or purchase order to sales@escspectrum.com and attach a copy of your tax exempt certificate (if applicable). If you have any questions, please do not hesitate to call me at the number listed below.

Sincerely,

Caroline Arino
Inside Business Development Sales Manager
carino@escspectrum.com
(512) 250-7914

ESC Spectrum

10801 N. MoPac Expressway | Building 1, Suite 200 | Austin, TX | 78759
escspectrum.com | 512-250-7900

2024-474

SCOPE SUMMARY & PRICE

DASProtect			
Item	Company/Plant	Scope	Price
1	Dallman	SMA: DASProtect Fortress • Number of Servers: 1 • Number of Controllers: 2 • Term: 12/1/2024 - 11/30/2025 Option 5-Year Plan Year 1: \$20,395 Year 2: \$21,005 Year 3: \$21,635 Year 4: \$22,285 Year 5: \$22,955 Total: \$108,275 Breakout Pricing of Available Add-on Options: • Plus Firmware Updates X1: \$1,845 per controller • Onsite Plus Engineering X1: \$4,200 • Onsite Plus Engineering X2 \$8,000 • Onsite Plus Engineering X3: \$11,400 • Onsite Plus Engineering X4: \$14,320	\$20,395.00
1	Interstate	SMA: DASProtect Fortress • Number of Controllers: 1 • Term: 12/1/2024 - 11/30/2025 Option 5-Year Plan Year 1: \$16,565 Year 2: \$17,060 Year 3: \$17,570 Year 4: \$18,100 Year 5: \$18,645 Total: \$87,940 Breakout Pricing of Available Add-on Options: • Plus Firmware Updates X1: \$1,845 per controller • Onsite Plus Engineering X1: \$4,200 • Onsite Plus Engineering X2 \$8,000 • Onsite Plus Engineering X3: \$11,400 • Onsite Plus Engineering X4: \$14,320	\$16,565.00
Subtotals:			\$36,960.00

MAINTENANCE, SERVICES, & SUBSCRIPTIONS GENERAL TERMS

1. All services quoted as part of an annual or multiyear services agreement will be billed on an annual basis, with the first invoice issued upon the start of the term of service.

ESC Spectrum

10801 N. MoPac Expressway | Building 1, Suite 200 | Austin, TX | 78759
escspectrum.com | 512-250-7900

2. ESC Spectrum's standard payment terms are Net 30 days, subject to approved credit.
3. ESC Spectrum's attached Standard Terms & Conditions of Sale apply. Buyer's order based on this quotation is subject to acceptance of these conditions.

ATTACHMENTS

Standard Terms & Conditions

DASProtect SOW

ESC Spectrum

10801 N. MoPac Expressway | Building 1, Suite 200 | Austin, TX | 78759
escspectrum.com | 512-250-7900

2024-474

ORDINANCE FACT SHEET

DATE OF 1st READING: 11-19-24

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$196,215.00 (over 5 yrs.)SUGGESTED TITLE: Authorize renewal / item(s) / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Environmental Systems CorporationsVENDOR NO: VC00000007190CONTRACT TERM: 5 yrs. Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: see above

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Other: _____☐ Low Bid Meeting Specs☒ Exception: S.S. / OEM☐ Low Evaluated BidCode Provision: 38.40Previous Ord #'s 449-11-19Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CAA	7713	1205	196,215.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Quote

STAFF ANALYSIS

Ordinance authorizing the renewal of a five year maintenance agreement with the Environmental Systems Corporation to provide software support and hardware support for the Continuous Emissions Monitoring System.

FUNDS CHECK BY:

Dakota
CapranicaDigitally signed by Dakota
Capranica
Date: 2024.11.07 14:15:23
-06'00'

DIRECTOR / SUPERVISOR:

Doug Brown

Digitally signed by Doug
Brown
Date: 2024.11.07 13:34:48
-06'00'

CITY PURCHASING AGENT:

J Michael Lesko

SIGN OFF:

(Mayor's Signature)

GEM

Date: _____

Date: _____

Date: 11/07/2024*Ramona Metzger*

(Director of OBM)

The information supplied on this form is not confidential information.

2024-474

AN ORDINANCE APPROVING A REVISED PROFESSIONAL SERVICES
PROPOSAL WITH EVAN LLOYD ASSOCIATES, INC. FOR ARCHITECTURAL
AND ENGINEERING SERVICES FOR THE NEW CWLP WATER
DISTRIBUTION AND ENGINEERING FACILITY PROJECT IN AN AMOUNT
NOT TO EXCEED \$412,250.00 FOR A GRAND TOTAL OF \$832,250.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance 257-06-22 approved and authorized the execution of a Professional Services Proposal with Evan Lloyd Associates, Inc. ("Evan Lloyd") in an amount not to exceed \$420,000.00 for architectural and engineering services in relation to the new CWLP Water Distribution and Engineering Facility Project at the 401 N. 11th Street site, and

WHEREAS, plans were completed, and the project went out for bids in 2023, but bids were later rejected once it was learned that half of the existing property at 401 N. 11th Street might be used as part of the new National Park for the 1908 Race Riot site, and

WHEREAS, this Ordinance approves and authorizes the execution of a revised Professional Services Proposal with Evan Lloyd Associates, Inc. ("Evan Lloyd") for architectural and engineering services in relation to the new CWLP Water Distribution and Engineering Facility project to be located at 2021 Clear Lake Avenue, and

WHEREAS, the revised proposal utilizes components of the previous design, primarily for the equipment garage and storage building, and also includes a 22,400 square foot new office/storage building and the surrounding site work; this revision and change of scope will result in an additional expenditure in an amount not to exceed \$412,250.00, and

WHEREAS, in accordance with the provisions of Section 38.42 of the City Code, the Purchasing Agent has previously determined that this contract is not subject to sealed competitive bidding, and

WHEREAS, a copy of the revised proposal shall be on file with the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of the Revised Professional Services Proposal with Evan Lloyd for an additional Four Hundred Twelve Thousand Two Hundred Fifty Dollars and No Cents (\$412,250.00) for architectural and engineering services in relation to the new CWLP Water Distribution and Engineering Facility project located at 2021 Clear Lake site, for a grand total not to exceed Eight Hundred Thirty-Two Thousand Two Hundred Fifty Dollars and No. Cents (\$832,250.00) for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute the above-referenced Professional Services Proposal with Evan Lloyd on behalf of the Office of Public Utilities.

Section 3. The Office of Budget and Management is hereby authorized and directed to pay Evan Lloyd the additional Four Hundred Twelve Thousand Two Hundred Fifty Dollars and No Cents (\$412,250.00) being paid from Account No. 101-100-BD-4522-2304, in accordance with the terms of the Proposal, for a grand total not to exceed Eight Hundred Thirty-Two Thousand Two Hundred Fifty Dollars and No Cents (\$832,250.00).

Section 4. This Ordinance is being adopted pursuant to the City's home rule authority and shall be in full force and effect from and after its passage and recording with the Office of the City Clerk.

PASSED: _____, 2024

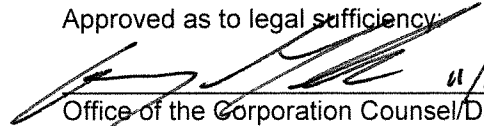
SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 11/14/24

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Evan Lloyd Associates, Inc.

CONTRACT AMOUNT: \$412,250.00 increase / \$832,250.00 grand total

TYPE OF AWARD: Professional Service.

PRIOR ORDINANCE INFORMATION:

Ord. 257-06-22 / Evan Lloyd Associates, Inc. / \$420,000.00
Services include, but are not limited to the preliminary design phase, design development, bidding phase, construction contract award phase, building construction phase, and project closeout phase when the project site was to be 401 N. 11th Street.

INFORMATION:

Ordinance 257-06-22 authorized Evan Lloyd Associates, Inc. ("Evan Lloyd") to provide architectural and engineering services to design a new equipment garage, building addition to the current structure, and site improvements to the current CWLP Water Distribution & Engineering site at 401 N. 11th Street.

Plans were completed and the project went out for bids in 2023. The bids were later rejected once it was learned that half of the existing property might be used as part of the new National Park for the 1908 Race Riot site. Of the original contract, \$312,312.18 has been incurred and expended from the \$420,000.00 funding authorization.

Evan Lloyd has provided a revised price and scope of services to design a new CWLP Water Distribution & Engineering Facility at the vacant site, located at 2021 Clear Lake Avenue. They will utilize components of the previous design, namely the equipment garage and storage building, which are to match as closely as possible to the previous design. This contract will include a design for a 22,400-square-foot office/storage building and site work for the surrounding area.

The revised proposal cost for the new site is \$520,000.00 (minus the \$107,687.00 remaining on the current contract, resulting in \$412,250.00 in funds is being requested.)

This contract will also provide a time extension to complete the aforementioned service by 24 months.



November 4, 2024

Mr. Michael Johnson, P.E.
General Superintendent of Water Engineering & Distribution
Springfield City Water, Light and Power
401 North Eleventh Street
Springfield, Illinois 62702

RE: Redesign Proposal
Architectural & Engineering Services
New CWLP Water Distribution & Engineering Facility
Clear Lake Avenue
Springfield, Illinois

Dear Mr. Johnson:

We have prepared the following description of services and proposal for compensation in accord with the conceptual drawings provided to date. We understand the equipment garage and storage building are to match as closely as possible to the previous design. Design scope also includes a 22,400 square foot new office/storage building and the surrounding sitework.

DESCRIPTION OF SERVICES

PRELIMINARY DESIGN PHASE:

A. We will meet with the owner to review the scope and budget.

DESIGN DEVELOPMENT:

A. We will complete contract documents (plans and specifications) for bidding and construction.

Documents shall include, but are not limited to:

1. Site demolition plan
2. Site plan, details
3. Site utility plan
4. Site grading plan
5. Landscaping plan
6. Site lighting plan and photometric plan
7. Erosion control plan
8. Roadway plan (including Clear Lake intersection)
9. Drainage report
10. Foundation plans, details
11. Floor plans
12. Ceiling plans
13. Roof plan
14. Exterior elevations

15. Building sections
 16. Wall sections
 17. Interior elevations
 18. Interior details and room finish schedules
 19. Door and hardware schedules
 20. Plumbing plans and schedules
 21. Heating, ventilating, and air conditioning plans, schedules
 22. Electrical power and lighting plans
 23. Security system plan
 24. Voice/data plan
 25. Specifications. (A project manual describing elements of the project and specifying acceptable material and equipment manufacturers.)
- B. Meet with the Owner periodically to discuss design and review plans completed to date.
 - C. We will update the construction cost estimate periodically during the design phase.
 - D. We have assisted with the land subdivision/large scale process as necessary.
 - E. We will submit to IDOT for approval, if needed.
 - F. We will provide exterior color renderings of the facility upon request.
 - G. No traffic studies are included in this proposal.

BIDDING PHASE:

- A. Answer questions from the bidders and issue addenda as necessary.
- B. Receive and record bids.

CONSTRUCTION CONTRACT AWARD PHASE:

- A. Review and analyze bid results.
- B. Recommend contract award.
- C. Prepare and issue a construction contract.

BUILDING CONSTRUCTION PHASE:

- A. Schedule and chair a pre-construction meeting.
- B. Review and approve shop drawing submittals.
- C. Schedule and conduct monthly pay/progress meetings with the Owner and contractor's representatives.
- D. Review and recommend for payment, contractor's monthly pay requests. Acquire partial and final lien waivers.
- E. Visit the site once a week and provide a site observation report for no more than 12 months.

PROJECT CLOSEOUT PHASE:

- A. Prepare a list of deficiencies ("punch list") upon being notified by the contractor that the project is substantially complete.
- B. We will monitor the contractor's progress in completing punch list items and obtain assurances that all items are complete prior to issuing a Certificate of Final Acceptance and processing the contractor's final payment.

COMPENSATION:

- A. We propose to provide the above described design services based on our actual hours at our standard hourly rates (attached). We propose a modification of our original contract as follows:
 1. Design Development 266,500.00
 2. Bidding and Construction Administration 145,750.00

412,250.00

B. Compensation for reimbursable expenses not included in the basic services would include (if needed):

- Printing and mailing of bid documents (actual cost)
- Permit fees (actual cost)
- Additional construction observation (hourly)
- Develop owner requested change orders (hourly)
- Off-site improvements (upgrade adjacent roads, sanitary main extension, turn lane/ intersection upgrades – hourly)

BASIS OF PAYMENT:

A. Work will be performed and billed as specified. Monthly billings will be presented for payment to the Client based on the architect's progress and payments are due within 30 days. The undersigned client agrees to pay for services in accordance with the above described method of payment. In the event that payment in full is not made upon completion of services, the undersigned client agrees to pay all collection costs, legal expenses and attorneys' fees incurred or paid by Evan Lloyd Associates, Inc. in collecting payment, including interest at the rate of 1½% per month on payments not paid within 30 days of issuance, computed on the unpaid balance to date of payment.

INDEMNIFICATION:

A. The Client shall indemnify and hold harmless the Architect and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys fees) arising out of or resulting from the performance of services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Architect). This indemnification shall include any claim, damage or loss due to the presence of hazardous materials.

OWNERSHIP DOCUMENTS

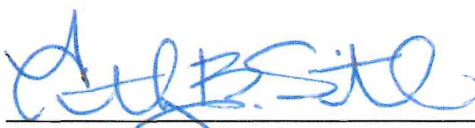
A. In accord with State of Illinois statutes, all documents produced by the Architect under this agreement shall remain the property of the Architect and may not be used by the Client for any other endeavor without the written consent of the Architect.

Thank you for the opportunity to participate in this project and if you have any questions, please call, or we certainly will be available to discuss this with you personally.

APPROVED:

Springfield City Water, Light and Power *GBM*

Date



Evan Lloyd Associates, Inc.

11.4.2024

Date



BASIS OF COMPENSATION - ARCHITECTURAL SERVICES
Effective through December 2024

<u>POSITION</u>	<u>HOURLY RATE</u>
Architect I	\$94.00
Architect II	\$97.00
Architect III	\$113.00
Architect IV	\$143.00
Architect/Principal	\$171.00
M.E.P. Engineer	\$127.00
Structural Engineer	\$164.00
CADD Technician I	\$71.00
CADD Technician II	\$74.00
CADD Technician III	\$78.00
Project Manager II	\$123.00
Administrative I	\$95.00
Administrative II	\$112.00

All direct job expenses and materials other than normal office supplies will be charged at cost.

Services are billed monthly - due in 30 days.

Charges for special services will be negotiated.



MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERS/LAND SURVEYORS

3695 South 6th Street Frontage Road, Springfield, Illinois 62703

August 1, 2024

SCHEDULE OF CHARGES

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
Senior Engineer	\$180.00
Project Engineer III (P.E.)	\$171.00
Project Engineer II (P.E.)	\$163.00
Project Engineer I (P.E.)	\$130.00
Senior Project Manager II	\$171.00
Senior Project Manager I	\$164.00
Survey Dept. Manager (P.L.S.)	\$158.00
Survey Party Chief	\$116.00
Senior Engineering Technician II	\$122.00
Senior Engineering Technician I	\$114.00
Staff Engineer, EIT	\$104.00
Nuclear Density Testing Technician	\$94.00
Engineering Technician II	\$89.00
Engineering Technician I	\$76.00
Surveying Technician II	\$102.00
Surveying Technician I	\$92.00
Construction Observer II	\$89.00
Construction Observer I	\$83.00
Administrative Assistant	\$72.00
Engineering Aide I	\$53.00
Side by Side	\$35.00
GPS Equipment – 2 Man Crew Rate	\$25.00
GPS Equipment – 1 Man Crew Rate	\$75.00
Nuclear Density Gauge (minimum charge)	\$55.00/day
Mileage	\$0.80/mile

This schedule will expire and be superseded by a new schedule on or about January 1, 2025.



RE: **Architectural & Engineering Services**
New CWLP Water Distribution & Engineering Facility
Clear Lake Avenue
Springfield, Illinois

November 4, 2024

<u>REDESIGN FEE CALC'S</u>		<u>DD/CA</u>	
Site Work	(\$2.5m)	\$113,000	(4½%)
Office/Warehouse	(\$5.7m)	\$299,000	(5¼%)
Equipment Garage	(\$5.7m)	\$ 57,000	(1%)
Valve Garage	<u>(\$800k)</u>	<u>\$ 10,000</u>	(1¼%)
TOTALS	(\$14.7m)	\$479,000	

Additional ELA site observation beyond 1 visit/month (3 visits/mo. for 12 months)	\$ 29,000
Martin Engineering Site Observation	<u>\$ 12,000</u>
TOTAL	\$520,000
Remaining Balance of Original Agreement	- <u>\$107,687</u>
ADJUSTED AMOUNT	~ \$412,250

VALUE:

\$14.7m (current project estimate) x 5¼% (original percentage)	
= \$771,750 + \$29,000 architect's additional observation	
+ \$12,000 (civil engineer's site observation)	\$812,750
	- <u>\$107,682</u>
	\$705,068
PROPOSED FEE	<u>\$412,250</u>
TOTAL MINIMUM VALUE:	\$292,818

COPY

2024-475

2022-237

257-06-22

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES PROPOSAL WITH EVAN LLOYD ASSOCIATES, INC. IN AN AMOUNT NOT TO EXCEED \$420,000.00 FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE NEW CWLP WATER DISTRIBUTION AND ENGINEERING FACILITY PROJECT, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes the execution of a Professional Services Proposal with Evan Lloyd Associates, Inc. ("Evan Lloyd") in an amount not to exceed \$420,000.00 for architectural and engineering services in relation to the new CWLP Water Distribution and Engineering Facility project, and

WHEREAS, the services include, but are not limited to the preliminary design phase, design development, bidding phase, construction contract award phase, building construction phase and project closeout phase, and

WHEREAS, the current equipment garage structure is being replaced due to its condition and proximity to the proposed railroad right of way, and

WHEREAS, the new lot configuration is being redesigned to allow the CWLP Water Distribution and Engineering Operation to continue to work out of this location, and

WHEREAS, a new equipment garage and lot improvements are necessary because existing CWLP property has been acquired as part of the railroad consolidation project, and

WHEREAS, Evan Lloyd has extensive previous experience with the site, what the site issues are and their related costs, and

WHEREAS, in accordance with the provisions of Section 38.42 of the City Code, the Purchasing Agent has determined that this contract is not subject to sealed competitive bidding, and

WHEREAS, a copy of the Proposal shall be on file with the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of a Professional Services Proposal with Evan Lloyd in an amount not to exceed Four Hundred Twenty Thousand Dollars and No Cents (\$420,000.00) for architectural and engineering services in relation to the new CWLP Water Distribution and Engineering Facility project.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute the above-referenced Professional Services Proposal with Evan Lloyd on behalf of the Office of Public Utilities.

Section 3. The Office of Budget and Management is hereby authorized and directed to pay Evan Lloyd in the total amount not to exceed Four Hundred Twenty Thousand Dollars and No Cents (\$420,000.00) from Account No. 101-100-BD-4522-2306, in accordance with the terms of the Proposal.

Section 4. This Ordinance is being adopted pursuant to the City's home rule authority and shall be in full force and effect from and after its passage and recording with the Office of the City Clerk.

PASSED: June 21, 2022
RECORDED: June 24, 2022
ATTEST: [Signature]

SIGNED: June 24, 2022
[Signature]
MAYOR

Approved as to legal sufficiency:

[Signature]
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Langfelder

2022-237

257-06-22

2022-237

9 5 7 0 2 9 9

COPY

2024-475

ORDINANCE FACT SHEET

AGENDA NUMBER: _____
DATE OF 1ST READING: 06-07-22
ORDINANCE REQUEST NUMBER: _____

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: YES/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: \$420,000.00 BUDGETED: YES/NO NEW POSITION: YES/NO

STAFFING IMPACT: n/a.

TYPE OF ORDINANCE: Professional Services

ACCOUNTING INFORMATION: 101-100-BD-4522-2306

PRIOR ORDINANCE INFORMATION: Not Applicable

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Evan Lloyd Associates, Inc. CONTRACT AMOUNT: \$420,000.00
(Original Amount # Change-Order)
CONTRACT TERM: - TYPE OF AWARD: Professional Services
CHANGE IN SCOPE Y X N CHANGE ORDER # N/A ADDTL AMOUNT \$ 0.00

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This Ordinance approves and authorizes the execution of a Professional Services proposal with Evan Lloyd Associates, Inc. ("Evan Lloyd") in an amount not to exceed \$420,000.00 for architectural and engineering services in relation to the new CWLP Water Distribution and Engineering Facility project.

Due to the railroad relocation project, the CWLP property located at 401 North 11th Street will be impacted, a new equipment garage and lot improvements will be necessary. The current equipment garage structure will be replaced due to its condition and proximity to the proposed railroad right of way. The new lot configuration is being redesigned to allow the CWLP Water Distribution and Engineering Operation to continue to work out of this location.

Evan Lloyds has performed some preliminary design and cost estimates for this project last year (authorized by OBM Contract # NB22-91U). They are familiar with the current conditions of the structures and the project scope.

Under this Professional Services proposal, Evan Lloyd services include but are not limited to the preliminary design phase, design development, bidding phase, construction contract award phase, building construction phase, and project closeout phase. This proposal is a time and material contract and will be paid through the bond fund.

Evan Lloyd is a local vendor.

SIGN OFF:  Mayor's Office
(When Applicable)
OBM
The information supplied on this form is not confidential information.
Rev: 6-21-95

2022-237

257-06-22

2022-237

300 SOUTH SEVENTH • ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

257-06-22



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Michelle Carlisle
FROM: Anthony Quinones - Central Purchasing
DATE: May 13, 2022
SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet to Evan Lloyd Associates, Inc., for Architectural and Engineering Services relating to the design and construction of the new CWLP Water Distribution and Engineering Facility Project in an amount not to exceed \$420,000.00 for the CWLP - Public Utilities.

Based on the information provided, I have determined that this vendor possesses a degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.

COPY

COPY

ORDINANCE FACT SHEET

DATE OF 1st READING: 11-19-24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: x-2626

FISCAL IMPACT: 412,250.00

SUGGESTED TITLE: Authorize revised proposal / vendor / additional dollar amount / grand total amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Evans Lloyd Associates, Inc.

VENDOR NO: VC0000003883

CONTRACT TERM: 2 yrs.

Change in Scope Yes ☒ No ☐

CONTRACT AMOUNT: \$420,000.00

1

\$412,250.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid☐ Other:☐ Low Bid Meeting Specs☒ Exception: P.S.☐ Low Evaluated Bid

Code Provision: 38.42

Previous Ord #'s 257-06-22

Is Purchasing Agent approval required? No ☐ Yes ☒Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	BD	4522	2304	412,250.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Redesign Proposal

STAFF ANALYSIS

Ordinance approving a revised Processional Service Proposal for architectural & engineering services for the new CWLP Water Distribution & Engineering Services at the 2021 Clear Lake Avenue site. Originally the project was for the 401 N. 11th Street site until learned that half of the existing property site might be used as part of the new National Park for the 1908 Race Riot Site.

FUNDS CHECK BY: Cavanaugh, Rachel H.

Digitally signed by Cavanaugh, Rachel H.
Date: 2024.11.05 10:49:21 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.11.05 10:33:37 -06'00'

Date: _____

CITY PURCHASING AGENT: J Michael Lesko

Date: 11/05/2024

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

The information supplied on this form is not confidential information

2024-475

AN ORDINANCE DECLARING REAL PROPERTY LOCATED AT 1401
KNOTTS STREET TO BE SURPLUS PROPERTY, DIRECTING THE
SALE OF SAID REAL PROPERTY, AUTHORIZING THE PUBLICATION
OF A NOTICE OF SAID SALE, AND REQUEST FOR PROPOSALS,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs, and

WHEREAS, the City owns certain real property located at 1401 Knotts Street, legally described as set forth on Exhibit A attached hereto and incorporated herein (the "Real Property"), and

WHEREAS, the Real Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City, and

WHEREAS, the City wishes to dispose of the Real Property by sale for cash or other valuable consideration, and

WHEREAS, it is necessary and desirable to the public interest that any purchase shall be subject to certain specifications established by the City, and

WHEREAS, pursuant to 65 ILCS 5/11-76-2, the City may sell the Real Property by inviting proposals for the purchase of the Real Property by publishing notice for three successive weeks in a newspaper published by the City, and the City Council desires that such notice of sale and request for proposals provide for the terms and conditions set forth in Exhibit B attached hereto and any other terms and conditions deemed necessary by the City's Purchasing Agent, and

WHEREAS, an ordinance authorizing the execution of an agreement for the sale of the Real Property shall be submitted to the City Council for approval prior to the sale of the Real Property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the preambles of this ordinance are adopted and incorporated herein.

Section 2: That the City Council hereby directs the sale of the Real Property, legally described on Exhibit A attached hereto, and authorizes the City's Purchasing Agent to publish the notice of sale and request for proposals in substantially the same form as attached hereto as Exhibit B including the terms and conditions contained therein and any other terms and conditions deemed necessary by the City's Purchasing Agent.

Section 3: The City's Purchasing Agent shall publish said notice of sale and request for proposals at the first opportunity for three successive weeks in a newspaper published in the City.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 1/14/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

EXHIBIT A - LEGAL DESCRIPTION

1401 Knotts Street

Parcel Number: 22-22-400-020

Lot Six (6) in Witt-Arm Industrial Park.

Except the coal, minerals and mining rights heretofore reserved or conveyed of record.

Situated in Sangamon County, Illinois.



EXHIBIT B
NOTICE OF SALE OF PROPERTY OWNED BY THE CITY OF SPRINGFIELD, ILLINOIS,
AND REQUEST FOR PROPOSALS

PLEASE TAKE NOTICE THAT the City of Springfield, Illinois, will receive proposals for the purchase, under the successful proposal, of the fee simple interest in the property legally described on Exhibit A attached hereto and posted to the city's website located in Springfield, Illinois.

The Real Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City. The legal description, parcel identification number, and present zoning classification are included in a Proposal Page and Specifications, a copy of which may be obtained from the Central Purchasing Office, Room 200 Municipal Center West, 300 South Seventh Street, Springfield, Illinois 62701.

The property will be sold "as is". The party submitting the successful proposal will be required to enter into an agreement for the sale of property, which will include various terms, conditions, and restrictions as further described in the Proposal Application and Specifications. Any such agreement shall be subject to the approval of the City Council of the City of Springfield.

Proposals for the purchase of the aforesaid interest in each of the parcels of property legally described on Exhibit A must be submitted in the form described in the Proposal Application and Specifications and will be received by the City Purchasing Agent, Room 200 Municipal Center West, 300 South Seventh Street, Springfield, Illinois 62701 until 3:00 p.m. Central Standard Time (CST) on [NOT LESS THAN 30 DAYS AFTER FIRST PUBLICATION]. Said proposals shall be addressed to:

City of Springfield
Office of the Purchasing Agent Room 200
Municipal Center West
300 South Seventh Street
Springfield, IL 62701-1681

or

Electronically submitted at: <https://www.springfield.il.us/Registration/Options.aspx>

All bidders must be registered with the City of Springfield at the referenced link in order to submit an electronic bid.

A contract may be awarded to the party whose proposal is found to be in the best interest of the City of Springfield. The City Council reserves the right to reject any and all proposals and to waive any informalities or irregularities in the proposals. The City Council further reserves the right to review and study any and all proposals and to make a contract award following the initial proposal deadline period.

All proposals received will be publicly opened at 3:00 p.m. on [NOT LESS THAN 30 DAYS AFTER FIRST PUBLICATION], Room 200 Municipal Center West, 300 South Seventh Street, Springfield, Illinois 62701. No proposal will be accepted after the preceding time and date.

ORDINANCE FACT SHEET

DATE OF 1st READING: 11-19-24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Mike Lesko

PHONE NUMBER: 217-789-2191

EMERGENCY PASSAGE: No ☒ Yes ☒ If yes, explain justification - See attached document

FISCAL IMPACT: _____

SUGGESTED TITLE: An Ordinance declaring 1401 Knotts Street to be surplus property, directing the sale of said real property and authorizing the publication of a notice of said sale and request for proposals.

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☒ Other: Surplus Items
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒
Is Purchasing Agent approval attached? No ☐ Yes ☒

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Equipment Listing - Exhibit A

STAFF ANALYSIS

The City of Springfield is seeking to declare the warehouse at 1401 Knotts Street as surplus property, directing the sale of said real property and authorizing publication of a notice of sale and request for proposals. With the retirement of three (3) Dallman Power Generation Units, this building is no longer needed for equipment and inventory storage. The City believes there is value in declaring them surplus and attempting to sell the property and structures. Legal Description for the local is attached.

The City intends to issue an RFP for the sale of each property following the passage of this Ordinance.

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.11.05 13:34:59 -06'00'

Date: _____

CITY PURCHASING AGENT: J Michael Lesko

Date: 11/05/2024

SIGN OFF: _____
(Mayor's Signature) OEM

Ramona Metzger 11/05/2024
(Director of OBM)

The information supplied on this form is not confidential information.

2024-476

AN ORDINANCE APPROVING A TELECOMMUNICATIONS CONTRACT
SERVICE AGREEMENT WITH BUNN-O-MATIC CORPORATION FROM 1400
STEVENSON DRIVE TO 5020 ASH GROVE DRIVE,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the City of Springfield Office of Public Utilities has constructed a fiber optic telecommunications system and has been granted certificates of service authority with the Illinois Commerce Commission, and

WHEREAS, the City has the ability to license fiber capacity through which no light is transmitted or retransmitted by the City, and

WHEREAS, Bunn-O-Matic Corporation ("Bunn") has requested two- fiber optic strands from capacity from the City between its facility at 1400 Stevenson Drive to 5020 Ash Grove Drive, Springfield, Illinois for three-years, per Exhibit A, and

WHEREAS, pursuant to a Telecommunications Contract Service Agreement, a copy of which shall be on file with the Office of the City Clerk, Bunn shall pay the City of Springfield \$2,125.00 per month for the three-year agreement term, and

WHEREAS, Bunn may elect to terminate the agreement at any time without cause, provided that it pays the remaining monthly charges for the remainder of the contract, and

WHEREAS, this agreement supersedes previous agreement authorized by Ordinance No. 170-04-19 with Bunn.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of the Telecommunications Contract Service Agreement, a copy of which shall be on file with the City Clerk, between the City of Springfield and Bunn for dark fiber service from its facility 1400 Stevenson Drive to 5020 Ash Grove Drive, Springfield, Illinois.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Telecommunications Contract Service Agreement with Bunn.

Section 3. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

MAYOR

ATTEST: _____

Approved as to legal sufficiency:



Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Bunn-O-Matic Corp.
CONTRACT AMOUNT: \$-76,500 (approximately)
TYPE OF AWARD: Telecommunications – Dark Fiber

PRIOR ORDINANCE INFORMATION:

Ord. 170-04-19, 3 yrs., 1 strand, \$2,150.00 per month

INFORMATION:

This is a standard ordinance to license dark fiber capacity on the City's fiber optic telecommunications system.

This Ordinance authorizes the City to license dark fiber capacity to Bunn-O-Matic Corp. ("Bunn"), in exchange for payment in an estimated amount of \$76,500.00 over three (3) years.

The Office of Public Utilities has a fiber optic telecommunications system and has been granted certificates of service authority with the Illinois Commerce Commission to provide facilities-based exchange telecommunications services in Sangamon County and interexchange telecommunications services within Illinois. The City has the ability to license fiber capacity through which no light is transmitted or retransmitted by the City.

As identified in Exhibit A of the agreement, Bunn has requested two (2) fiber optic strands from its facility at 1400 Stevenson Drive to 5020 Ash Grove Drive, Springfield, Illinois.

For this service, Bunn will pay \$2,125.00 per month for the term of the contract over a three (3) year period. HSHS may elect to terminate this agreement at any time without cause, provided that Bunn shall thereupon pay the remaining monthly charges for the remainder of the contract.

This Ordinance will supersede previous agreement authorized and approved by Ordinances 170-04-19 with Bunn.

TELECOMMUNICATIONS FIBER CAPACITY LICENSE AGREEMENT

WHEREAS, the City of Springfield, Illinois (the "City"), has been granted certificates of service authority by the Illinois Commerce Commission to provide facilities-based exchange telecommunications services in Sangamon County, Illinois, and interexchange telecommunications services within Illinois, and

WHEREAS, the City has filed a tariff with the Illinois Commerce Commission for local exchange telecommunications services in Sangamon County, Illinois, and interexchange telecommunications services within Illinois (ILL.C.C.No.1), which tariff provides for "Contract Service", and

WHEREAS, Bunn-O-Matic Corp., ("Customer") desires to license fiber capacity from the City, has requested Contract Service from the City for such licensing of fiber capacity and the City is willing to license fiber capacity to Customer on the terms and conditions set forth herein.

NOW THEREFORE, it is hereby agreed to by the City and Customer as follows:

I. Scope of Agreement. On the terms and conditions herein, the City licenses (the "License") to Customer fiber optic strands to interconnect Customer's Building(s) or Facility(ies) to another for local exchange telecommunications as set forth in Exhibit A ("Licensed Fiber Capacity"). The City will provide and install the fiber cable, fiber installation hardware, fiber termination panels, and termination materials (together with the Licensed Fiber Capacity referred to as the "Equipment") at the Building. All of the Licensed Fiber Capacity will be provided by optical fiber through which no light is transmitted or retransmitted by the City. Customer may use the Licensed Fiber Capacity for its use only at the Facilities listed in Exhibit A, and may not re-license said capacity to any other person or entity or engage in the provision of any telecommunications services to any other person or entity from said Licensed Fiber Capacity, except its affiliates.

II. Installation Schedule. The City will provide the fiber optic connection to the Facilities listed in Section I within 120 days after the following: (a) approval by both parties of this Agreement; (b) access to the Facilities is available to the City; and (c) the City has procured all materials and permits necessary for the connection.

III. Costs. Customer shall pay an initial charge of \$0.00 for construction costs when billed by the City upon completion, and then \$2,125.00 per month for the Licensed Fiber Capacity during the term of the Agreement for the sites listed in Exhibit A. If Customer requests in writing that the City change the number of strands, then Customer shall pay the standard charges as determined by the City at the time of the change. Customer may request in writing that the City add new locations, decrease existing locations or change the location of the sites on Exhibit A. The City's Office of Public Utilities may amend Exhibit A and this Agreement to reflect the change(s) it is agreeable to, and adjust the pricing accordingly to reflect the standard charges as determined by the City at the time of the change(s), including any necessary installation charges. The City shall invoice Customer monthly for all charges and taxes to be collected. Customer shall pay the City all labor and material costs plus 20% for maintenance defined as billable in Section IV.

IV. Operations and Maintenance Expenses. The City shall have the responsibility to maintain and repair the fiber optic cable, provided, however, that Customer shall reimburse the City for the

monthly maintenance fees as defined in Section III above. Maintenance shall include, but shall not be limited to, the repair, testing, inspection, and replacement of the fiber optic cable, as requested by Customer. At no additional charge to Customer, the City shall test the fiber optic cable up to two times per year, at the request of Customer. Any additional tests requested in which the City finds no problem with the fiber or Equipment shall be at the expense of Customer based on the formula defined in Section III.

V. Term and Termination. This Agreement shall take effect upon approval of the Springfield City Council and Customer. The payment of the monthly charges described in Section III shall commence, as of the first day of the calendar month which follows the calendar month when the City certifies to Customer that the installation of the Equipment at the Buildings has been completed. The initial term of this Agreement shall be for a term of three (3) years from the date of completion of the installation. Notwithstanding such initial term, Customer may elect to terminate this Agreement at any time without cause, provided that Customer shall thereupon pay the remaining monthly charges for the remainder of the initial term. After the initial term, this Agreement shall automatically be extended and continue on a monthly basis until terminated by either party in accordance with this Agreement. After the initial term, the terminating party shall provide a 90-day written notice of termination. Termination after the initial term may be without cause.

VI. Access to Property, Buildings and Facilities. Upon mutual execution and delivery of this Agreement, Customer shall provide the City with access to the Buildings for purposes of planning the installation. Throughout the Term and upon reasonable notice under the circumstances, Customer shall provide access from time to time to the City and its agents and third party contractors, employees, officers, lessees and authorized vendors, in connection with the construction, installation, modification, operation, maintenance, repair, update, disconnection, replacement and removal of the installed fiber optic cable. Customer shall cooperate with the City to secure access for the City (at no charge) to the Buildings and Equipment, and space therein as necessary for the City to perform its obligations under this Agreement.

VII. Ownership and Use. All right, title and interest in the Licensed Fiber Capacity and any Equipment to be installed by the City under this Agreement shall at all times remain exclusively with the City, except for the rights to use the Licensed Fiber Capacity and Equipment as granted herein under the License to Customer.

VIII. Grant of Installation Rights. To the extent that this Agreement provides for the City to do any installation on the property of an owner other than Customer (such person or entity referred to as an "Owner"), Customer will need to secure access for the City to the Owner's property identified in Section I and any buildings on the property. Upon obtaining access to any third-party property, Customer shall be obligated to (i) provide the City with the documentation showing the terms and conditions of the access grant, and (ii) grant to the City and its agents and third party contractors the non-exclusive right to conduct such installation on such property, in the Buildings, and on or within any like Facilities or Property of Customer to construct, install, modify, own, operate, maintain, repair, update, disconnect, replace and remove fiber optic cable, connection points and related equipment described as Equipment in the Agreement on the property owned by Owner and on or within any property of Customer, as necessary for the City to provide the Licensed Fiber Capacity to Customer. The City shall have no obligation to perform an installation unless all necessary rights are granted by Owner, Customer or any other party as the City deems necessary.

IX. Post Termination Rights. Upon expiration or termination of this Agreement, the City may remove the Equipment under this Agreement, as applicable, within ninety (90) days of the effective date of such termination, at no expense or cost to Customer, provided the City repairs or is liable for the cost to repair any damage to the respective parties' property, resulting from any such removal. If the City does not remove all of the Equipment within the stated time, then the Equipment not removed shall be deemed abandoned by the City and shall be deemed the exclusive property of the Owner and/or Customer, with no further obligations from the City.

X. Notice of Damage. Each party shall use reasonable efforts to notify the other of any damage to the Equipment and/or fiber optic cable.

XI. General Conditions.

A. Force Majeure. Performance by either party shall be excused by an unforeseen occurrence beyond the reasonable control of the party which causes a delay resulting in total or partial failure of performance by such party, including but not limited to (1) acts of God; (2) acts or failure to act on the part of any governmental authority other than the City or Customer (including but not limited to changes in or enactment of laws, rules, regulations, codes or ordinances subsequent to the date of this Agreement); (3) acts of war or public disorders, civil violence or disobedience, blockages, strikes, lockouts, labor disputes, sabotage, insurrection or rebellion; (4) floods, hurricanes, earthquakes, tornadoes, or other similar calamities; (5) explosions or fires; (6) accidents in transportation; or (7) vandalism or cable cuts.

B. Limitations on Service

1. The License provided under this Agreement is offered subject to the availability of the necessary facilities and/or equipment.

2. The City reserves the right to terminate the License or cancel an application for service immediately without liability, upon written notice to Customer, when Customer and/or the end user is using the service in violation of the provisions of the City's tariff or in violation of the law, or any abuse of the system.

3. The License provided herein may not be used for any unlawful purpose.

C. Limitation of Liability

1. The City shall not be liable for and Customer shall indemnify and hold the City harmless from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by Customer or by any other party or persons for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of Customer or any other property whether owned or controlled by Customer or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the City when such above said personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction arising out of mistakes, omissions, interruptions, delays, errors or defects in providing service. The preceding provisions of this subparagraph C(1), however, do not negate or supersede, to any extent, the City's obligation, as defined in Section IX, to repair the damages, if any, caused by the City's removal of the Equipment.

D. Cancellation of Service by the City.

1. The City may immediately terminate service to Customer without request by, or prior notice to, Customer if:

(a) there exists a condition dangerous or hazardous to life, physical safety or property,

(b) there is an outstanding order of a court, the Illinois Commerce Commission or other duly authorized authority directing termination,

(c) Equipment owned by the City has been tampered with or used in a manner disruptive to the service of other subscribers and the City has reasonable grounds to believe Customer is responsible for such tampering or use.

2. The City may disconnect service to Customer without request by Customer for failure to pay the bills rendered by the City in accordance with the terms of these rules and the rates and charges set forth in this Agreement, provided the City gives notice thereof to Customer at least eight (8) days prior to the proposed disconnection by mail or personal delivery to Customer at the address of Customer shown on the City's books.

3. If any notice is required under this section, said notice shall state the date and the reason for the proposed disconnection, along with the City's telephone number that Customer may call during regular business hours for further information.

E. Taxes. Customer will be billed for and shall be responsible for any applicable state, local, and federal taxes and franchise fees directly related to such service.

F. Cost of Collection. Customer is responsible for any and all costs incurred in the collection of monies due the City, including reasonable legal and accounting expenses.

G. Notices. Any requirement for a notice in writing under this Agreement may be met by facsimile transmission to 217-789-2136, with subsequent written confirmation or by mail to the General Manager of the Office of Public Utilities for City, MCE 4th Floor, 800 E. Monroe Street, Springfield, IL 62757 and to Customer at: Bunn-O-Matic, IT Department, 5020 Ash Grove Dr, Springfield, IL 62711.

CITY OF SPRINGFIELD, ILLINOIS

CUSTOMER

By: _____
Misty Buscher, Mayor *GEM*

By: 
Keith Schoonover – Sr. VP of IT

Attest: _____
Frank Lesko, City Clerk

Attest: _____



Exhibit A

[illegible]

ORDINANCE FACT SHEET

DATE OF 1st READING: 11-05-24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached document

FISCAL IMPACT: approx. - \$76,500.00

SUGGESTED TITLE: Authorize renewal / vendor / location / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Bunn-O-Matic Corp

VENDOR NO: _____

CONTRACT TERM: 3 yrs.

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: see above

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☒ Other: Telecom.☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s 170-04-19

Is Purchasing Agent approval required? No ☒ Yes ☐Is Purchasing Agent approval attached? No ☒ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Telecommunications Agreement

STAFF ANALYSIS

Renew telecommunications contract for Dark Fiber for \$2,125 per month for a 3-yr. time frame.

FUNDS CHECK BY: _____

DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2024.10.31 09:59:32 -05'00'

CITY PURCHASING AGENT: _____

SIGN OFF: _____

(Mayor's Signature)

GEM

Date: _____

Date: _____

Date: _____

Ramon Metzger

(Director of OBM)

The information supplied on this form is not confidential information.

2024-477

2024-478

**AN ORDINANCE AUTHORIZING THE SALE OF EXCESS RIGHT OF WAY BY
THE CITY OF SPRINGFIELD TO BRUCE M. CLARK**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City owns property located at 1011, 1021 & 1023 E. South Grand Avenue, currently excess right-of-way; and

WHEREAS, the City is desires to sell the excess right-of-way located at 1011, 1021 & 1023 E. South Grand Avenue to Bruce M. Clark; and

WHEREAS, the sale of the property is to Bruce M. Clark, who owns the adjoining property and a building on the excess parcel that shares a common wall with a building on Mr. Clark's Property; and

WHEREAS, the direct sale of excess right of way being part of a whole take for the Springfield Rail Improvements Project, Usable Segment 5 as summarized on attached Exhibit A; and

WHEREAS, a copy of the necessary documents for this property shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves the sale of right-of-way located at 1011, 1021 & 1023 E. South Grand Avenue to Bruce M. Clark for the appraised value of \$62,000.00, for public purposes specifically associated with the Springfield Rail Improvement Project as summarized on attached Exhibit A.

Section 2: That after passage the Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City.

Section 3: That the Office of Budget and Management is hereby authorized to deposit the amount of \$62,000.00 into account number 041-110-GAST-STRS-3460.

Section 4: That this ordinance shall become effective upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

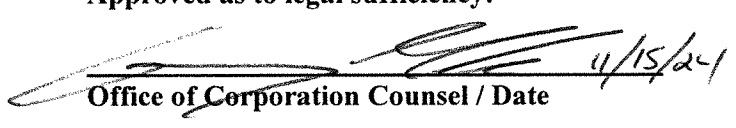
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/15/24
Office of Corporation Counsel / Date

2024-478

**Transaction Summary
for
Supporting Ordinance Documentation
(1011, 1021, & 1023 E. South Grand Ave Avenue – City of Springfield)**

Who we are selling property to?

Bruce M. Clark

Who is selling property?

The City of Springfield.

Reason for sale:

Direct sale of excess right of way being part of a whole take for the Springfield Rail Improvements Project Usable Segment 5.

What is to be sold?

0.619 acres of land, 6,595 +/- sq. ft. warehouse/garage and 1,568 +/- sq. ft. block office/storage building.

How it will be sold (i.e. fee simple)?

Directed sale of Fee simple quitclaim deed.

Source of funding:

N/A.

Appraisal amount:

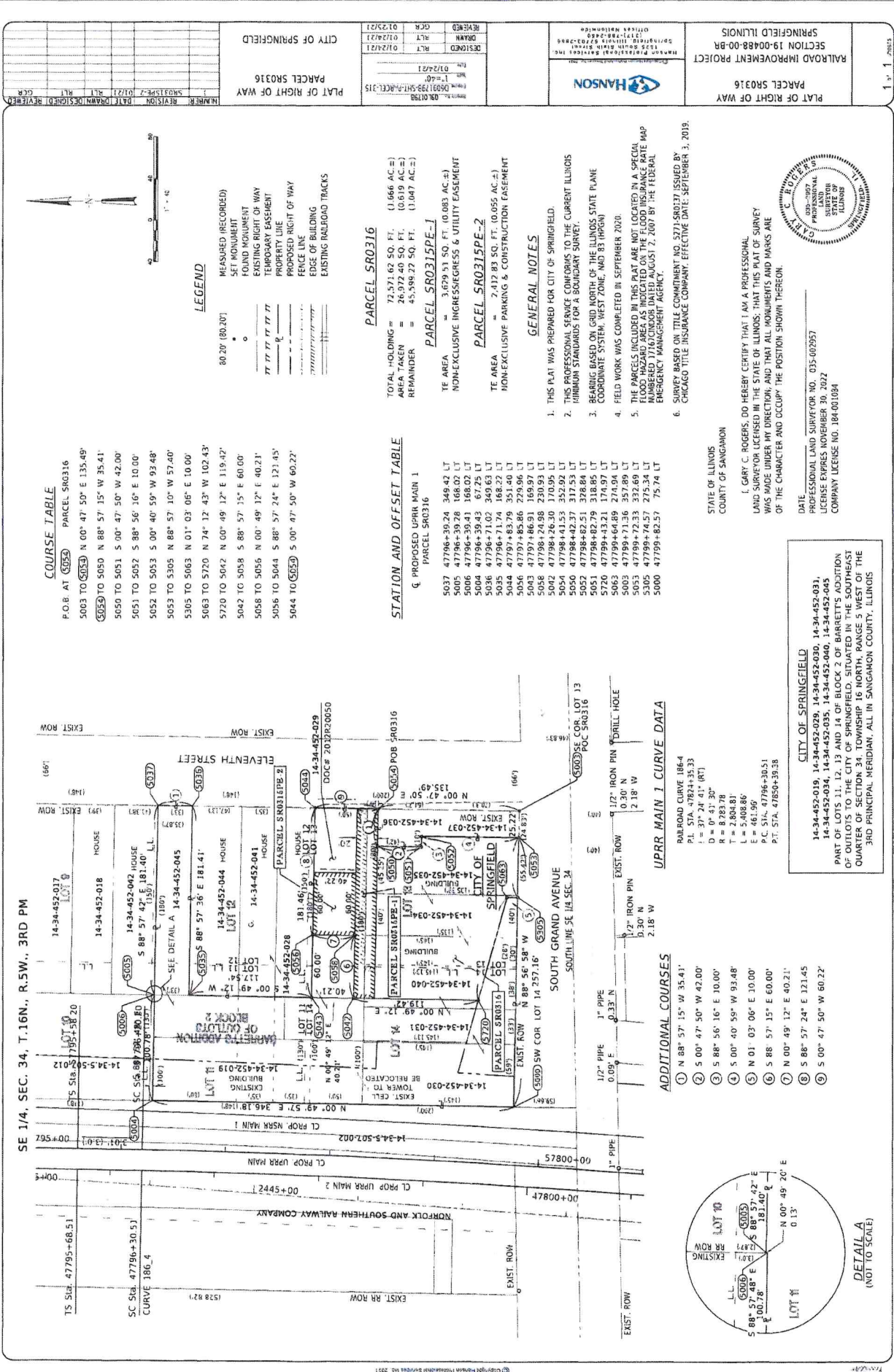
\$77,500.00

Sale price:

\$62,000.00 or 80% of the appraised value due to damages that have occurred to one of the structures since the appraisal and prior to completion of construction activities on the Rail Project

Reason for sale amount below appraised value:

Due to damages including a fire in one of the structures since the appraisal and to get the parcel back on the tax rolls.



COURSE TABLE

P.O.B. AT	PARCEL SR0316
5003 TO 5050	N 00° 47' 50" E 135.49'
5050 TO 5051	S 00° 47' 50" W 42.00'
5051 TO 5052	S 88° 56' 16" E 10.00'
5052 TO 5053	S 00° 40' 50" W 93.48'
5053 TO 5054	S 88° 57' 10" W 57.40'
5054 TO 5055	N 01° 03' 06" E 10.00'
5055 TO 5056	N 00° 49' 12" E 119.42'
5056 TO 5057	S 88° 57' 15" E 60.21'
5057 TO 5058	S 00° 49' 12" E 40.21'
5058 TO 5059	S 88° 57' 24" E 121.45'
5059 TO 5060	S 00° 47' 50" W 60.22'

LEGEND

- 80.20' (80.20')
- MEASURED (RECORDED)
- FOUND MONUMENT
- EXISTING RIGHT OF WAY
- TEMPORARY EASEMENT
- PROPERTY LINE
- PROPOSED RIGHT OF WAY
- FENCE LINE
- EDGE OF BUILDING
- EXISTING RAILROAD TRACKS

PARCEL SR0316

TOTAL HOLDING = 72,571.62 SQ. FT. (1.666 AC ±)
AREA TAKEN = 26,932.40 SQ. FT. (0.619 AC ±)
REMAINDER = 45,639.22 SQ. FT. (1.047 AC ±)

PARCEL SR0315PE-1

TE AREA = 3,679.51 SQ. FT. (0.083 AC ±)
NON-EXCLUSIVE INGRESS/EGRESS & UTILITY EASEMENT

PARCEL SR0315PE-2

TE AREA = 7,417.83 SQ. FT. (0.056 AC ±)
NON-EXCLUSIVE PARKING & CONSTRUCTION EASEMENT

GENERAL NOTES

- THIS PLAT WAS PREPARED FOR CITY OF SPRINGFIELD.
- THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
- BEARING BASED ON GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, AND 83 (IPRGN).
- FIELD WORK WAS COMPLETED IN SEPTEMBER 2020.
- THE PARCELS INCLUDED IN THIS PLAT ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBERED 1716C/DORCH, DATED AUGUST 2, 2007 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- THIS PLAT ON TITLE COMMITMENT NO. 5771-SR0317 ISSUED BY CHICAGO TITLE INSURANCE COMPANY, EFFECTIVE DATE: SEPTEMBER 3, 2019.

STATE OF ILLINOIS
COUNTY OF SANGAMON

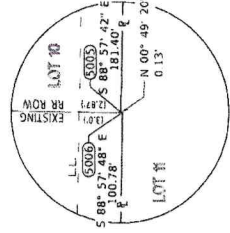
I, GARY C. ROGERS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF ILLINOIS; THAT THIS PLAT OF SURVEY WAS MADE UNDER MY DIRECTION; AND THAT ALL MONUMENTS AND MARKS ARE OF THE CHARACTER AND OCCUPY THE POSITION SHOWN THEREON.



DATE: 10/25/2020
PROFESSIONAL LAND SURVEYOR NO. 035-002957
LICENSE EXPIRES NOVEMBER 30, 2022
COMPANY LICENSE NO. 184-001094

ADDITIONAL COURSES

- N 88° 57' 15" W 35.41'
- S 00° 47' 50" W 42.00'
- S 88° 56' 16" E 10.00'
- S 00° 40' 59" W 93.48'
- N 01° 03' 06" E 10.00'
- S 88° 57' 15" E 60.00'
- N 00° 49' 12" E 40.21'
- S 88° 57' 24" E 121.45'
- S 00° 47' 50" W 60.22'



**City of Springfield, Illinois
Railroad Improvement Project
Section 19-00488-00-BR
Parcel SR0316
City of Springfield, Illinois**

Part of Lot 13 and Lot 14 in Block 2 of Barrett's Addition of Outlots to the City of Springfield, situated in the Southeast Quarter of Section 34, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the southeast corner of Lot 13 in Block 2 of Barrett's Addition of Outlots, being the intersection of the existing westerly right of way line of the Eleventh Street and the existing northerly right of way line of South Grand Avenue; thence North 00 degrees 47 minutes 50 seconds East along the existing westerly right of way line of the Eleventh Street, 135.49 feet; thence North 88 degrees 57 minutes 15 seconds West, 35.41 feet; thence South 00 degrees 47 minutes 50 seconds West, 42.00 feet; thence South 88 degrees 56 minutes 16 seconds East, 10.00 feet; thence South 00 degrees 40 minutes 59 seconds West, 93.48 feet to the existing northerly right of way line of South Grand Avenue; thence North 88 degrees 57 minutes 10 seconds West along the existing northerly right of way line of South Grand Avenue, 57.40 feet; thence North 01 degrees 03 minutes 06 seconds East, 10.00 feet; thence North 74 degrees 12 minutes 43 seconds West, 102.43 feet; thence North 00 degrees 49 minutes 12 seconds East, 119.42 feet; thence South 88 degrees 57 minutes 15 seconds East, 60.00 feet; thence North 00 degrees 49 minutes 12 seconds East, 40.21 feet; thence South 88 degrees 57 minutes 24 seconds East, 121.45 feet to the existing westerly right of way line of the Eleventh Street; thence South 00 degrees 47 minutes 50 seconds West along the existing westerly right of way line of the Eleventh Street, 60.22 feet to the Point of Beginning, containing 26,972.40 square feet or 0.619 acre, more or less.

Subject to a Permanent Ingress, Egress and Utilities Easement recorded September 27, 2022, in the Sangamon County Recorder's Office as Document No. 2022R20772, and a Permanent Parking and Construction Easement recorded September 27, 2022, in the Sangamon County Recorder's Office as Document No. 2022R20773.

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-61
DATE OF 1ST READING: 11/19/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$0.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE DIRECTED SALE OF EXCESS RIGHT OF WAY BY THE CITY OF SPRINGFIELD TO BRUCE M. CLARK.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

transaction summary

preliminary parcel plat

legal description

CONTRACTOR / VENDOR NAME: Bruce M. Clark

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$62,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid☐ Other:Is Purchasing Agent approval required? No ☐ Yes ☒☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☐ Yes ☒☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	3460	\$62,000.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for the directed sale of excess right-of-way located at 1011, 1021 and 1023 South Grand Avenue. Said real estate ~~was~~ purchased as part of a ~~project~~ for the Springfield Rail Improvements Projects. The sale is being directed to Bruce M. Clark as he owns the ~~property~~ and a building on the excess parcel shares a common wall with a building on Mr. Clark's property.

adjoining

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2024-479

A RESOLUTION FOR THE IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION #05-00443-00-BR (SN 084-6001), FOR THE REPLACEMENT OF THE WASHINGTON STREET BRIDGE OVER THE JACKSONVILLE BRANCH, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City used Motor Fuel Tax funds in the amount of \$282,047.13 for the replacement of the Washington Street Bridge over the Jacksonville Branch, MFT Section #05-00443-00-BR, SN 084-6001; and

WHEREAS, the work has already been performed and was 80% reimbursed by the Illinois Department of Transportation through Bridge Funds; and

WHEREAS, this resolution is necessary for MFT tracking and reporting purposes; and

WHEREAS, the City is required to notify the State regarding the expenditure of Motor Fuel Tax funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That Improvement was made to the Washington Street Bridge over the Jacksonville branch under the Illinois Highway Code.

Section 2: That the Improvement is designated as MFT Section No. 05-00443-00-BR, SN 084-6001.

Section 3: That the City used \$282,047.13 for Preliminary Engineering, Construction Engineering and Construction Services for the improvement of said section from its allotment of Motor Fuel Tax Funds.

Section 4: That said work was done by contract.

Section 5: That the City Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer.

Section 6: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank J. Lesko

Mayor Misty Buscher

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel

4/15/24

2024-479



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Original

Resolution Number

Section Number

05-00443-00-BR

BE IT RESOLVED, by the Council

Governing Body Type

of the City

Local Public Agency Type

of Springfield

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Washington St	084-6001	FAU7977	0.25 MI W of Chatham Rd	Jacksonville Branch

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Bridge Rehabilitation

2. That there is hereby appropriated the sum of Two hundred eighty-two thousand forty-seven and 13/100 dollars

Dollars (\$282,047.13) for the improvement of

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

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

I, Frank Lesko City Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Springfield

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council of Springfield

Governing Body Type

Name of Local Public Agency

at a meeting held on _____ Date

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

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation



Local Public Agency

Springfield

Type

City

County

Sangamon

Section Number

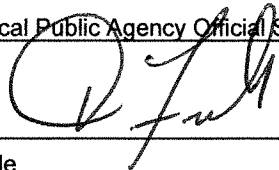
05-00443-00-BR

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses		n/a
Contract Construction	\$238,491.68	
Day Labor Construction		
Engineering	\$43,555.45	
Engineering Investigations		
IMRF/Social Security		n/a
Maintenance		
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
TOTAL	\$282,047.13	

Comments

Local Public Agency Official Signature & Date

 6 NOV 24

Title

Director of Public Works

Approved

Regional Engineer Signature & Date

Department of Transportation

Department of Transportation Use

Entered By

Date

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-54
DATE OF 1ST READING: 11/19/24

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: IDOT agreement

FISCAL IMPACT:

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

A RESOLUTION FOR THE IMPROVEMENT BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE, MFT SECTION NO. MFT SECTION NO. 05-00443-00-BR (SN 084-6001) FOR THE REPLACEMENT OF THE WASHINGTON STREET BRIDGE OVER THE JACKSONVILLE BRANCH FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Ords 353-08-17, 148-03-09

CONTRACTOR / VENDOR NAME: State of Illinois

VENDOR NO:

CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

353-08-17, 148-03-09

☐ Low Bid☐ Other:Is Purchasing Agent approval required? No ☐ Yes ☐☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☐ Yes ☐☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2307
2					\$ 282,047.13
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This resolution informs IDOT that the City is using MFT funds (up to \$282,047.13) for cost sharing responsibilities for the replacement of the Washington Street bridge over the Jacksonville Branch (084-6001, Section No. 05-00443-00-BR). This resolution authorizes the use of MFT funds as follows: \$20,189.33 for preliminary engineering, \$23,366.12 for construction engineering, and \$238,491.68 for construction. This work has already been performed and was 80% reimbursed by IDOT through Bridge Funds. This resolution is needed for MFT tracking and reporting purposes.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S:\Excel\Forms\24-54 Res, MFT Authorization PE CE C... form is not confidential information.

Revised 5/26/04

2024-479

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH
HANSON PROFESSIONAL SERVICES INC. FOR CONSTRUCTION
ENGINEERING SERVICES FOR USABLE SEGMENT VIA OF THE
SPRINGFIELD RAIL IMPROVEMENTS PROJECT, FOR THE OFFICE OF
PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, this contract involves construction engineering services for Usable Segment VIA including the North Grant Avenue overpass between 11th Street and 19th Street, of the Springfield Rail Improvements Project, MFT Section #22-00492-01-BR; and

WHEREAS, Hanson Professional Services, Inc. is willing and able to provide construction engineering services for an amount not to exceed \$1,310,000.00; and

WHEREAS, construction engineering services will be fully reimbursed by a federal Rebuilding American Infrastructure with Sustainability and Equity ("RAISE") Grant; and

WHEREAS, a copy of the agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes execution of an agreement with Hanson Professional Services Inc. for construction engineering services for Usable Segment VIA of the Springfield Rail Improvements Project. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Hanson Professional Services, Inc. (0HAN 1501) in an amount not to exceed \$1,310,000.00 from account number 041-110-GAST-STRS-2306 upon satisfactory performance of the agreement.

Section 3: That this ordinance shall become effectively immediately after its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date 4/15/24



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Nathan Bottom

FROM: Anthony Quinones – Central Purchasing 

DATE: November 12, 2024

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet to Hanson Professional; Services, Inc., to perform construction engineering services for usable segment of Springfield Rail Project – N Grand Ave Overpass in an amount not to exceed \$1,310,000.00 for the Office of Public Works.

Based on the information provided, I have determined that this vendor possesses a degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.


**Illinois Department
of Transportation**
**Local Public Agency
Engineering Services Agreement**

Using Federal Funds? ☒ Yes ☐ No

Agreement For **Federal CE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Springfield	Sangamon	22-00492-01-BR	C-96-035-21
Project Number	Contact Name	Phone Number	Email
N3LK(567)	Nathan Bottom	(217) 789-2255	nathan.bottom@springfield.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
North Grand Avenue	FAU 7972	0.7mi	084-9973
Location Termini			Add Location
North Grand Avenue between 11th and 19th Streets			Remove Location

Project Description

Construction of North Grand Avenue overpass between 11th and 19th Streets.

Engineering Funding ☐ Federal ☐ MFT/TBP ☐ State ☒ Other **Local (Grant)**

Anticipated Construction Funding ☐ Federal ☐ MFT/TBP ☒ State ☒ Other **GCPF, Local (Grant), City**

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Hanson Professional Services Inc.	Michael Mendenhall	(217) 788-2450	mmendenhall@hanson-inc.com
Address	City	State	Zip Code
1525 S. 6th Street	Springfield	IL	62703

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

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

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

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

AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)

☒ General Conditions

☐

☐

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

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

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

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

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

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

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

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hanson Professional Services Inc.	370844717	\$1,262,665.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midwest Engineering and Testing	270764228	\$47,335.00
Subconsultant Total		\$47,335.00
Prime Consultant Total		\$1,262,665.00
Total for all work		\$1,310,000.00

AGREEMENT SIGNATURES

Attest: The

 of

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Springfield

Local Public Agency Type *City*

City

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

Hanson Professional Services Inc.

By (Signature & Date)

Mike Mendenhall	Signed by: <i>Mike Mendenhall</i> 6/2024 911CDF169A9A473...
-----------------	---

Title

Senior Structural Engineer

By (Signature & Date)

Sergio Pecori	Signed by: <i>Sergio Pecori</i> 11/7/2024 5843D8513730425...
---------------	--

Title

CEO

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	22-00492-01-BR

**EXHIBIT A
SCOPE OF SERVICES**

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

This contract involves construction engineering services including construction observation, materials testing and documentation for the construction of Usable Segment VIA of the Springfield Rail Improvements Project. The following items are included in the scope of services:

Construction observation and documentation:

- 1) Inspect, document and inform the LPA employee in Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
- 2) Measurement and computation of pay items.
- 3) Maintain a daily record of the contractors activities throughout construction including sufficient information to permit verification of the nature and cost changes in plans and authorized extra work.
- 4) Preparation and submission to the LPA by the required form and numbers of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the State.
- 5) Preparation of record drawings
- 6) Act as resident construction observer and coordinate with the LPA
- 7) Review shop drawings for structural steel, erection plan, bridge bearings, bridge joints, steel railings, MSE walls, temporary soil retention, ornamental fence, formliner and lighting submittals.
- 8) Attend on-site coordination meetings with contractor, utility companies, railroads, IDOT and the LPA.
- 9) Documentation of project closeout.

Survey:

- 1) Layout centerline control points
- 2) Re-establish benchmarks and control points if necessary
- 3) Requested checks for contractors staking
- 4) Provide staking for CWLP utility locations
- 5) Earthwork cross sections for quantities

Administrative management:

- 1) Prepare invoices and billings, scope of work reviews, progress/schedule control, internal coordination meetings, contract administration and project management.

Grant documentation / program management:

- 1) Prepare project tracking spreadsheets, quarterly FRA progress reports, annual budget review and program plan, closeout FRA report, monthly FRA reports, grant budget amendments, invoice preparation and payment tracking, railroad and IDOT agreement amendments.

Material testing:

- 1) Concrete testing of bridge foundations, bridge deck, retaining walls, pavements, sidewalks, and curbs
- 3) Compaction testing of fill and backfill materials
- 4) Standard Proctor laboratory testing of fill and backfill materials

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	22-00492-01-BR

EXHIBIT B
PROJECT SCHEDULE

January 17, 2025 anticipated construction letting.

Construction of Usable Segment III is anticipated to occur from March 2025 through August 2027. Project closeout completed by January 2028.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	22-00492-01-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

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

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

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

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



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

Local Public Agency	County	Section Number
Springfield	Sangamon	22-0492-01-BR
Prime Consultant (Firm) Name	Prepared By	Date
Hanson Professional Services Inc.	Michael Mendenhall	11/4/2024
Consultant / Subconsultant Name	Job Number	
Hanson Professional Services Inc.	C-96-035-21	

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

Remarks
Phase III CE services for Usable Segment VIA of the Springfield Rail Improvements Project

PAYROLL ESCALATION TABLE

CONTRACT TERM	36 MONTHS	OVERHEAD RATE	163.89%
START DATE	1/1/2025	COMPLEXITY FACTOR	0
RAISE DATE	1/1/2026	% OF RAISE	2.00%
END DATE	12/31/2027		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2025	1/1/2026	12	33.33%
1	1/2/2026	1/1/2027	12	34.00%
2	1/2/2027	1/1/2028	12	34.68%

The total escalation = 2.01%

Local Public Agency	County	Section Number
Springfield	Sangamon	22-0492-01-BR
Consultant / Subconsultant Name		Job Number
Hanson Professional Services Inc.		C-96-035-21

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.01%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$87.72	\$86.00
E/A/S VIII	\$82.08	\$83.73
E/A/S VII	\$75.36	\$76.88
E/A/S VI	\$62.62	\$63.88
E/A/S V	\$53.07	\$54.14
E/A/S IV	\$44.38	\$45.27
E/A/S III	\$38.56	\$39.34
E/A/S II	\$36.34	\$37.07
E/A/S I	\$33.54	\$34.22
M/D	\$52.12	\$53.17
Tech VII	\$45.97	\$46.90
Tech VI	\$43.46	\$44.33
Tech V	\$37.46	\$38.21
Tech IV	\$33.88	\$34.56
Tech III	\$27.41	\$27.96
Tech II	\$23.72	\$24.20
Tech I	\$22.88	\$23.34
Aide	\$16.32	\$16.65
Admin VII	\$65.91	\$67.24
Admin VI	\$47.62	\$48.58
Admin V	\$37.92	\$38.68
Admin IV	\$31.66	\$32.30
Admin III	\$23.86	\$24.34
Admin II	\$22.40	\$22.85
Admin I	\$15.30	\$15.61

Local Public Agency

Springfield

Consultant / Subconsultant Name

Hanson Professional Services Inc.

County

Sangamon

Section Number

22-0492-01-BR

Job Number

C-96-035-21

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Observation			Office Support			Survey			Administration Management			Program Manager		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	72.0	0.75%	0.65													72	11.65%	10.02
E/A/S VIII	83.73	0.0																	
E/A/S VII	76.88	224.0	2.34%	1.80				120	21.43%	16.47				20	23.81%	18.30	84	13.59%	10.45
E/A/S VI	63.88	0.0																	
E/A/S V	54.14	546.0	5.71%	3.09				40	7.14%	3.87				52	61.90%	33.51	354	57.28%	31.01
E/A/S IV	45.27	400.0	4.19%	1.89				400	71.43%	32.34									
E/A/S III	39.34	0.0																	
E/A/S II	37.07	0.0																	
E/A/S I	34.22	0.0																	
M/D	53.17	0.0																	
Tech VII	46.90	40.0	0.42%	0.20							40	100.00%	46.90						
Tech VI	44.33	5,893.0	61.66%	27.34	5893	72.26%	32.04												
Tech V	38.21	0.0																	
Tech IV	34.56	0.0																	
Tech III	27.96	2,262.0	23.67%	6.62	2262	27.74%	7.76												
Tech II	24.20	0.0																	
Tech I	23.34	0.0																	
Aide	16.65	0.0																	
Admin VII	67.24	0.0																	
Admin VI	48.58	0.0																	
Admin V	38.68	120.0	1.26%	0.49										12	14.29%	5.53	108	17.48%	6.76
Admin IV	32.30	0.0																	
Admin III	24.34	0.0																	
Admin II	22.85	0.0																	
Admin I	15.61	0.0																	
		0.0																	
		0.0																	
TOTALS		9557.0	100%	\$42.08	8155.0	100.00%	\$39.79	560.0	100%	\$52.68	40.0	100%	\$46.90	84.0	100%	\$57.34	618.0	100%	\$58.24

EXHIBIT E

**Hanson Professional Services Inc.
General Conditions (C-S)**

Hanson Agreement: 09L0179M

Agreement Date: November 6, 2024

Project Name: Springfield Rail Improvements Project – Usable Segment VIA

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. ~~CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services.~~ Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be

at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. HANSON is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. Resilient Design: CLIENT agrees that estimating and projecting future weather, climate, rainfall, flood, tidal, ocean and on-shore conditions and their impacts upon existing or contemplated developments, infrastructure or resources is difficult, complex and based on variable assumptions that are impacted by factors beyond HANSON's ability to predict or control.

Accordingly, any estimates, forecasts, studies, reviews, conclusions, recommendations, or assessments provided as part of HANSON's services are presented solely on the basis of data currently available and current design standards and may no longer be valid if the available data or design standards materially change.



CLIENT further agrees and understands that weather, climate, rainfall, flood, tidal, ocean and on-shore conditions are predicted based on probability, and extreme events can and will occur and may cause damage regardless of mitigation measures.

HANSON and CLIENT have discussed the risks and benefits of resilient design alternatives. If CLIENT decides to proceed with a course of action against advice of HANSON where HANSON's advice is intended to reduce the risk or damage in the event of highly likely or certain natural or manmade events, CLIENT hereby agrees to release, hold harmless, defend, and indemnify HANSON from any and all claims, damages, losses, or costs associated with or arising out of CLIENT's decision to proceed against HANSON's advice.

6. General Liability Insurance and Limitation:

HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent, intentional, reckless acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

7. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

8. Delays: The CLIENT agrees that HANSON is not responsible for damages arising directly or indirectly from any delays for causes beyond HANSON's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, epidemics, pandemics, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT's

contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by HANSON to perform its services in an orderly and efficient manner, HANSON shall be entitled to negotiate a reasonable adjustment in schedule and compensation, or, if encountering severe disruptions or emergencies, shall be entitled to terminate services.

9. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

10. Contingency Fund: The CLIENT and HANSON acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The CLIENT further agrees to make no claim by way of direct or third-party action against HANSON or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

11. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the

CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided (or if a Master Professional Services Agreement (MPSA) is used, the compensation provided in a Task Order), HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder or under an MPSA Task Order. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project (or if an MPSA is used, the total net fee under an individual Task Order), whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against HANSON and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

~~12. Personal Liability:~~ ~~It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.~~

13. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to

monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

~~14. Statutes of Repose and Limitation:~~ ~~All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion for projects including construction documents or construction phase services, or the date of the completion of professional services if there is no associated construction. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.~~

~~15. Dispute Resolution:~~ ~~In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall first be submitted to nonbinding mediation.~~

16. Information Provided by Others: CLIENT shall furnish, at CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. HANSON may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. HANSON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided for HANSON's use by CLIENT and/or CLIENT's consultants and contractors.

17. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

18. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

~~**19. Utilities:** CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.~~

20. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

21. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, the CLIENT shall employ an independent cost estimator.

22. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of its responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

23. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the Standard of Care as set forth in these General Conditions.

24. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party unless otherwise required by law.

25. Third-Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of

services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

26. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

27. Survival: Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

28. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

29. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

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

31. Construction Phase Services without Design: If HANSON is undertaking a nontraditional service on CLIENT's behalf to provide Construction Contract Administration Services but not the design of the Project, CLIENT acknowledges that this

arrangement, while suitable for the Project, creates additional risk for HANSON.

In consideration of the risks and rewards involved in this Project, CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless HANSON from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any other consultant employed by CLIENT on this Project and from any claims of copyright or patent infringement by HANSON arising from the use or reuse of any documents prepared or provided by CLIENT or any other consultants of CLIENT. CLIENT warrants that any documents provided to HANSON by CLIENT or by any other consultants may be relied upon as to their accuracy and completeness without independent investigation by HANSON and that CLIENT has the right to provide such documents to HANSON free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

32. Hanson agrees to adhere to the provisions of Chapter 93 of the 1988 City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof which shall constitute the affirmative action program of this Agreement.

33. Hanson certifies it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.

34. Hanson certifies it is not delinquent in the payment of any tax administered the City of Springfield or the State of Illinois.

35. This Agreement does not authorize an expenditure of City of Springfield funds in excess of the amount authorized by the Springfield City Council (the "Council"), unless the Council specifically approves an additional expenditure. Hanson agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City of Springfield exceeds the amount authorized by the Council.



Midwest Engineering and Testing, Inc.

2869 S. Via Verde Street
Springfield, Illinois 62703
217-952-0051
metgeotech.com

Mr. Michael Mendenhall P.E., S.E.
Senior Structural Engineer
Hanson Professional Services, Inc.
1525 S. Sixth Street
Springfield, Illinois 62703
mmendenhall@hanson-inc.com

Proposal for Material Testing Services
Usable Segment VI A
Springfield Rail Improvements Project
North Grand Overpass
Springfield, Illinois
MET Proposal No. S24039
November 4, 2024

Budget Estimate

Scope of Work Manpower Assumptions

Senior Engineering Technician
Concrete Testing (50 days at 4 hrs),
One set of 5 cylinders per day
Pick Up Cylinders (30 trips at 1 hr)
Compaction Testing (30 days at 4hrs)

Trips	Cylinders	Hours	OT Hours
50	250	200	
30		30	
30		120	

Total Cylinders and Field Time

110	250	350	0
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ESTIMATE WORKSHEET

Senior Engineering Technician, per hour
Senior Engineering Technician, OT per hour
Standard Proctor, per test
Concrete Compression Tests, per test
Nuclear Density Gauge
Certified Welding Inspector (4 trips at 8 hrs.)
Trip/Mileage Charge
Project Engineer, per hour (0.5 hrs/day)
Principal Engineer, per hour

Quantity		Unit Fee	Total
350	Hours	\$75.00	\$26,250.00
0	Hours	\$112.50	\$0.00
4	Test	\$150.00	\$600.00
250	Tests	\$17.50	\$4,375.00
30	Days	\$60.00	\$1,800.00
32	Hours	\$135.00	\$4,320.00
114	Trips	\$35.00	\$3,990.00
40	Hours	\$150.00	\$6,000.00
0	Hours	\$200.00	\$0.00
			<u>\$47,335.00</u>

Recommended Budget Estimate

\$47,335.00

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-57
DATE OF 1ST READING: 11/19/2024

OFFICE REQUESTING: Public Works CONTACT PERSON: Nathan Bottom
PHONE NUMBER: (217) 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Professional Services FISCAL IMPACT: \$ 1,310,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE FOR AN AGREEMENT WITH HANSON PROFESSIONAL SERVICES INC. TO PERFORM CONSTRUCTION ENGINEERING SERVICES FOR USABLE SEGMENT VIA OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Agreement

CONTRACTOR / VENDOR NAME: Hanson Professional Services Inc. VENDOR NO: 0HAN1501

CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$1,310,000.00 (Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

☐ Low Bid ☒ Other: professional services Is Purchasing Agent approval required? No ☒ Yes ☐
☐ Low Bid Meeting Specs ☐ Exception: Is Purchasing Agent approval attached? No ☒ Yes ☐
☐ Low Evaluated Bid Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2306 \$ 1,310,000.00
2					
3					
4					

FUNDS CHECK BY: Date: 11-08-2024
DIRECTOR / SUPERVISOR SIGNATURE Date: 8/10/24
CITY PURCHASING AGENT: Date: 11/12/2024

COMMENTS

This agreement is for Hanson Professional Services Inc. to perform construction engineering services for Usable Segment VIA (North grand Avenue overpass between 11th and 19th Streets) of the Springfield Rail Improvements Project. Construction Engineering services will be fully reimbursed by a federal RAISE grant.

SIGN OFF: (Mayor's Signature)

(Director of OBM) 11-12-2024

**AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH
HANSON PROFESSIONAL SERVICES INC. FOR CONSTRUCTION
ENGINEERING SERVICES FOR USABLE SEGMENT VIB OF THE
SPRINGFIELD RAIL IMPROVEMENTS PROJECT, FOR THE OFFICE OF
PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, this contract involves construction engineering services for Usable Segment VIB including the North Grant Avenue underpass, rail corridor embankment construction from Carpenter Street to Ridgley Avenue and track construction from Stanford Avenue to Sangamon Avenue, of the Springfield Rail Improvements Project, MFT Section #20-00492-00-BR; and

WHEREAS, Hanson Professional Services, Inc. is willing and able to provide construction engineering services for an amount not to exceed \$2,980,000.00; and

WHEREAS, construction engineering services will be fully reimbursed by a federal CRISI Grant; and

WHEREAS, a copy of the agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes execution of an agreement with Hanson Professional Services Inc. for construction engineering services for Usable Segment VIB of the Springfield Rail Improvements Project. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Hanson Professional Services Inc. (0HAN 1501) in an amount not to exceed \$2,980,000.00 from account number 041-110-GAST-STRS-2306 upon satisfactory performance of the agreement.

Section 3: That this ordinance shall become effectively immediately after its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date

11/15/24



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Nathan Bottom

FROM: Anthony Quinones – Central Purchasing *AQ*

DATE: November 12, 2024

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet to Hanson Professional; Services, Inc., to perform construction engineering services for usable segment of Springfield Rail Project – N Grand Ave Underpass in an amount not to exceed \$2,980,000.00 for the Office of Public Works.

Based on the information provided, I have determined that this vendor possesses a degree of professional skill and expertise in the required area. Pursuant to Section 38.42 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive Bids.


**Illinois Department
of Transportation**
**Local Public Agency
Engineering Services Agreement**

Using Federal Funds? ☒ Yes ☐ No Agreement For **Federal CE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency Springfield	County Sangamon	Section Number 20-00492-00-BR	Job Number C-96-035-21
Project Number N3LK(567)	Contact Name Nathan Bottom	Phone Number (217) 789-2255	Email nathan.bottom@springfield.il.us

SECTION PROVISIONS

Local Street/Road Name North Grand Avenue	Key Route FAU 7972	Length 5mi	Structure Number 084-9972
Location Termini Rail corridor between Stanford Avenue to Sangamon Avenue			Add Location Remove Location

Project Description
Construction of North Grand Avenue underpass between 9th and 11th Streets. Rail corridor construction from south of Stanford Avenue to South of Sangamon Avenue. At grade crossing construction at Ridgely, Converse, Enos, Washington, Monroe and Capitol.

Engineering Funding ☐ Federal ☐ MFT/TBP ☐ State ☒ Other **Local (Grant)**

Anticipated Construction Funding ☐ Federal ☐ MFT/TBP ☒ State ☒ Other **GCPF, Local (Grant), City, County**

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name Hanson Professional Services Inc.	Contact Name Michael Mendenhall	Phone Number (217) 788-2450	Email mmendenhall@hanson-inc.com
Address 1525 S. 6th Street	City Springfield	State IL	Zip Code 62703

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

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

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

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

2024-481

AGREEMENT EXHIBITS

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

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☒ General Conditions
- ☐
- ☐

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

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

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

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

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

FF is the Fixed Fee.

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

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

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

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

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

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

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

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

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

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

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

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

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

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee in Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Hanson Professional Services Inc.	370844717	\$2,913,135.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midwest Engineering and Testing	270764228	\$47,335.00
GRL Engineers		\$19,530.00
Subconsultant Total		\$66,865.00
Prime Consultant Total		\$2,913,135.00
Total for all work		\$2,980,000.00

AGREEMENT SIGNATURES

Attest: The

Local Public Agency Type
City

 of

Local Public Agency
Springfield

By (Signature & Date)

By (Signature & Date)

Local Public Agency
Springfield

Local Public Agency Type *City*
City Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Hanson Professional Services Inc.

By (Signature & Date)

Mike Mendenhall

Signed by:
Mike Mendenhall 11/6/2024
9T1CDF169A9A473...

Title
Senior Structural Engineer

By (Signature & Date)

Sergio Pecori

Signed by:
Sergio Pecori 11/7/2024
504308513790425...

Title
CEO

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	20-00492-00-BR

**EXHIBIT A
SCOPE OF SERVICES**

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

This contract involves construction engineering services including construction observation, materials testing and documentation for the construction of Usable Segment VIB of the Springfield Rail Improvements Project. The following items are included in the scope of services:

Construction observation and documentation:

- 1) Inspect, document and inform the LPA employee in Responsible Charge of the adequacy of the establishment and maintenance of the traffic control.
- 2) Measurement and computation of pay items.
- 3) Maintain a daily record of the contractors activities throughout construction including sufficient information to permit verification of the nature and cost changes in plans and authorized extra work.
- 4) Preparation and submission to the LPA by the required form and numbers of copies, all partial and final payment estimates, change orders, records, documentation and reports required by the LPA and the State.
- 5) Preparation of record drawings
- 6) Act as resident construction observer and coordinate with the LPA
- 7) Review shop drawings for structural steel, steel bearings, precast concrete fascia beam, steel railings, waterproofing membrane, MSE walls, jack and bore operations, drilled shaft installation plan, pump station, temporary soil retention, ornamental fence, sunshelter, formliner and lighting submittals.
- 8) Attend on-site coordination meetings with contractor, utility companies, railroads, IDOT and the LPA.
- 9) Documentation of project closeout.

Survey:

- 1) Layout centerline control points
- 2) Re-establish benchmarks and control points if necessary
- 3) Requested checks for contractors staking
- 4) Provide staking for CWLP utility locations
- 5) Earthwork cross sections for quantities

Administrative management:

- 1) Prepare invoices and billings, scope of work reviews, progress/schedule control, internal coordination meetings, contract administration and project management.

Grant documentation / program management:

- 1) Prepare project tracking spreadsheets, quarterly FRA progress reports, annual budget review and program plan, closeout FRA report, monthly FRA reports, grant budget amendments, invoice preparation and payment tracking, railroad and IDOT agreement amendments.

Material testing:

- 1) Perform CSL testing for UPRR abutment drilled shafts at the North grand Avenue bridge
- 2) Concrete testing of drilled piers, foundations, retaining walls, pavements, sidewalks, and curbs
- 3) Compaction testing of fill and backfill materials
- 4) Standard Proctor laboratory testing of fill and backfill materials

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	20-00492-00-BR

**EXHIBIT B
PROJECT SCHEDULE**

January 17, 2025 anticipated construction letting.

Construction of Usable Segment III is anticipated to occur from March 2025 through August 2027. Project closeout completed by January 2028.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	Hanson Professional Services	Sangamon	20-00492-00-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

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

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

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

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



2024-481

Local Public Agency	County	Section Number
Springfield	Sangamon	20-00492-00-BR
Prime Consultant (Firm) Name	Prepared By	Date
Hanson Professional Services Inc.	Michael Mendenhall	5/9/2024
Consultant / Subconsultant Name	Job Number	
Hanson Professional Services Inc.	C-96-035-21	

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

Remarks

Phase III CE services for Usable Segment VIB of the Springfield Rail Improvements Project

PAYROLL ESCALATION TABLE

CONTRACT TERM	36 MONTHS	OVERHEAD RATE	163.89%
START DATE	1/1/2025	COMPLEXITY FACTOR	0
RAISE DATE	1/1/2026	% OF RAISE	2.00%
END DATE	12/31/2027		

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2025	1/1/2026	12	33.33%
1	1/2/2026	1/1/2027	12	34.00%
2	1/2/2027	1/1/2028	12	34.68%

The total escalation = 2.01%

Local Public Agency	County	Section Number
Springfield	Sangamon	20-00492-00-BR
Consultant / Subconsultant Name		Job Number
Hanson Professional Services Inc.		C-96-035-21

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.01%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$87.72	\$86.00
E/A/S VIII	\$82.08	\$83.73
E/A/S VII	\$75.36	\$76.88
E/A/S VI	\$62.62	\$63.88
E/A/S V	\$53.07	\$54.14
E/A/S IV	\$44.38	\$45.27
E/A/S III	\$38.56	\$39.34
E/A/S II	\$36.34	\$37.07
E/A/S I	\$33.54	\$34.22
M/D	\$52.12	\$53.17
Tech VII	\$45.97	\$46.90
Tech VI	\$43.46	\$44.33
Tech V	\$37.46	\$38.21
Tech IV	\$33.88	\$34.56
Tech III	\$27.41	\$27.96
Tech II	\$23.72	\$24.20
Tech I	\$22.88	\$23.34
Aide	\$16.32	\$16.65
Admin VII	\$65.91	\$67.24
Admin VI	\$47.62	\$48.58
Admin V	\$37.92	\$38.68
Admin IV	\$31.66	\$32.30
Admin III	\$23.86	\$24.34
Admin II	\$22.40	\$22.85
Admin I	\$15.30	\$15.61

2024-481

ingfield

Consultant / Subconsultant Name

Johnson Professional Services Inc.

DIRECT COSTS WORKSHEET

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

	CONTRACT

[illegible]

Local Public Agency
Springfield

County
Sangamon

Section Number
20-00492-00-BR

Consultant / Subconsultant Name
Hanson Professional Services Inc.

Job Number
C-96-035-21

4
8
1

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Observation			Office Support			Survey			Administration Management			Program Manager		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	176.0	0.93%	0.80													176	19.80%	17.03
E/A/S VIII	83.73	0.0																	
E/A/S VII	76.88	481.0	2.53%	1.94				366	33.58%	25.81				36	26.47%	20.35	49	5.51%	4.24
E/A/S VI	63.88	3,880.0	20.40%	13.03	3432	21.05%	13.45	112	10.28%	6.56	16	6.25%	3.99						
E/A/S V	54.14	620.0	3.26%	1.76										52	38.24%	20.70	568	63.89%	34.59
E/A/S IV	45.27	552.0	2.90%	1.31				552	50.64%	22.93									
E/A/S III	39.34	5,850.0	30.75%	12.10	5850	35.89%	14.12												
E/A/S II	37.07	0.0																	
E/A/S I	34.22	0.0																	
M/D	53.17	180.0	0.95%	0.50				60	5.50%	2.93	120	46.88%	24.92						
Tech VII	46.90	7,020.0	36.90%	17.31	7020	43.06%	20.19												
Tech VI	44.33	0.0																	
Tech V	38.21	120.0	0.63%	0.24							120	46.88%	17.91						
Tech IV	34.56	0.0																	
Tech III	27.96	0.0																	
Tech II	24.20	0.0																	
Tech I	23.34	0.0																	
Aide	16.65	0.0																	
Admin VII	67.24	0.0																	
Admin VI	48.58	0.0																	
Admin V	38.68	144.0	0.76%	0.29										48	35.29%	13.65	96	10.80%	4.18
Admin IV	32.30	0.0																	
Admin III	24.34	0.0																	
Admin II	22.85	0.0																	
Admin I	15.61	0.0																	
		0.0																	
		0.0																	
		0.0																	
TOTALS		19023.0	100%	\$49.29	16302.0	100.00%	\$47.76	1090.0	100%	\$58.23	256.0	100%	\$46.83	136.0	100%	\$54.70	889.0	100%	\$60.03

EXHIBIT E

**Hanson Professional Services Inc.
General Conditions (C-S)**

Hanson Agreement: 09L0179N

Agreement Date: November 6, 2024

Project Name: Springfield Rail Improvements Project – Usable Segment VIB

1. Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of the Project. ~~CLIENT shall compensate HANSON for any sales or value added taxes which apply to the services rendered under this agreement or any addendum thereto. CLIENT shall reimburse HANSON for the amount of such taxes in addition to the compensation due for services.~~ Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by HANSON. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 1/2 percent per month compounded on amounts outstanding more than 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to HANSON per HANSON's current fee schedules.

2. Termination: This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, HANSON will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

3. Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by HANSON pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Any reuse without specific written verification or adaptation by HANSON will be

at CLIENT's sole risk, and without liability to HANSON, and CLIENT shall indemnify and hold harmless HANSON from all claims, damages, losses and expenses ~~including court costs and attorney's fees~~ arising out of or resulting there from. Any such verification or adaptation will entitle HANSON to further compensation at rates to be agreed upon by CLIENT and HANSON.

4. Standard of Care: Services performed by HANSON under this Agreement will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party. HANSON is not acting as a municipal advisor to CLIENT as defined by the Securities and Exchange Commission.

5. Resilient Design: CLIENT agrees that estimating and projecting future weather, climate, rainfall, flood, tidal, ocean and on-shore conditions and their impacts upon existing or contemplated developments, infrastructure or resources is difficult, complex and based on variable assumptions that are impacted by factors beyond HANSON's ability to predict or control.

Accordingly, any estimates, forecasts, studies, reviews, conclusions, recommendations, or assessments provided as part of HANSON's services are presented solely on the basis of data currently available and current design standards and may no longer be valid if the available data or design standards materially change.



CLIENT further agrees and understands that weather, climate, rainfall, flood, tidal, ocean and on-shore conditions are predicted based on probability, and extreme events can and will occur and may cause damage regardless of mitigation measures.

HANSON and CLIENT have discussed the risks and benefits of resilient design alternatives. If CLIENT decides to proceed with a course of action against advice of HANSON where HANSON's advice is intended to reduce the risk or damage in the event of highly likely or certain natural or manmade events, CLIENT hereby agrees to release, hold harmless, defend, and indemnify HANSON from any and all claims, damages, losses, or costs associated with or arising out of CLIENT's decision to proceed against HANSON's advice.

6. General Liability Insurance and Limitation: HANSON is covered by general liability insurance for bodily injury and property damage arising directly from its negligent, intentional, reckless acts or omissions, with limits which HANSON considers reasonable. Certificates of insurance shall be provided to CLIENT upon request in writing. HANSON shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. HANSON shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which HANSON has no supervision or control.

7. Suspension of Services: If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, HANSON may suspend performance of services upon five (5) calendar days' notice to CLIENT. HANSON shall have no liability whatsoever to CLIENT, and CLIENT agrees to make no claim for any delay or damage as a result of such suspension.

8. Delays: The CLIENT agrees that HANSON is not responsible for damages arising directly or indirectly from any delays for causes beyond HANSON's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, epidemics, pandemics, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT's

contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by HANSON to perform its services in an orderly and efficient manner, HANSON shall be entitled to negotiate a reasonable adjustment in schedule and compensation, or, if encountering severe disruptions or emergencies, shall be entitled to terminate services.

9. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor HANSON, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and HANSON shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

10. Contingency Fund: The CLIENT and HANSON acknowledge that changes may be required during construction because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The CLIENT further agrees to make no claim by way of direct or third-party action against HANSON or sub-contractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

11. Additional Limitation: In recognition of the relative risks and benefits of the Project to both the

CLIENT and HANSON, the risks have been allocated such that the CLIENT agrees that for the compensation herein provided (or if a Master Professional Services Agreement (MPSA) is used, the compensation provided in a Task Order), HANSON cannot expose itself to damages disproportionate to the nature and scope of HANSON's services or the compensation payable to it hereunder or under an MPSA Task Order. Therefore, the CLIENT agrees to limit its remedies against HANSON arising from HANSON's professional acts, errors or omissions, in any action based on strict liability, breach of contract, negligence or any other cause of action, such that the total aggregate amount of the CLIENT's damages shall not exceed \$50,000 or HANSON's total net fee for services rendered on the Project (or if an MPSA is used, the total net fee under an individual Task Order), whichever is greater. This limitation pertains to HANSON and to its subcontractors and subconsultants, and applies as a single aggregate amount to all work performed under the Agreement, including all work performed under an amendment or modification. If CLIENT desires a limit greater than that provided above, CLIENT and HANSON shall include in this Agreement the amount of such limit and the additional compensation to be paid to HANSON for assumption of such additional risk. CLIENT must notify HANSON in writing, before HANSON commences any services, of CLIENT's intention to negotiate a greater limitation of remedies against HANSON and its associated impact on services, schedules, and compensation. Absent CLIENT's written notification to the contrary, HANSON will proceed on the basis that the total remedies against HANSON is limited as set forth above.

~~12. Personal Liability:~~ ~~It is intended by the parties to this Agreement that HANSON's services in connection with the Project shall not subject HANSON's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against HANSON, a Delaware corporation, and not against any of HANSON's individual employees, officers or directors.~~

13. Assignment: Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to

monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by HANSON as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

~~14. Statutes of Repose and Limitation:~~ ~~All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion for projects including construction documents or construction phase services, or the date of the completion of professional services if there is no associated construction. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date HANSON's services are completed or terminated.~~

~~15. Dispute Resolution:~~ ~~In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and HANSON agree that all disputes between them arising out of or relating to this Agreement or this Project shall first be submitted to nonbinding mediation.~~

16. Information Provided by Others: CLIENT shall furnish, at CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. HANSON may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. HANSON shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided for HANSON's use by CLIENT and/or CLIENT's consultants and contractors.

17. Authority and Responsibility: HANSON shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, and shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

18. Right of Entry: CLIENT shall provide for HANSON's right to enter property owned by CLIENT and/or others in order for HANSON to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not the responsibility of HANSON.

~~**19. Utilities:** CLIENT shall be responsible for designating the location of all utility lines and subterranean structures within the property line of the Project. CLIENT agrees to waive any claim against HANSON, and to defend, indemnify and hold harmless from any claim or liability for injury or loss arising from HANSON or other persons encountering utilities or other man-made objects that were not called to HANSON's attention or which were not properly located on plans furnished to HANSON. CLIENT further agrees to compensate HANSON for any time or expenses incurred by HANSON in defense of any such claim, in accordance with HANSON's prevailing fee schedule and expense reimbursement policy.~~

20. Job Site: Services performed by HANSON during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning conformance with drawings and specifications. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Contractor's performance. HANSON will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. HANSON will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents. HANSON will not be considered an agent of the owner and will not have authority to direct the Contractor's work or to stop work.

21. Opinions of Cost: Since HANSON has no control over the cost of labor, materials or equipment or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable Project cost or construction cost for this Project will be based solely upon its own experience with construction, but HANSON cannot and does not guarantee that proposals, bids or the construction cost will not vary from its opinions of probable costs. If the CLIENT wishes greater assurance as to the construction cost, the CLIENT shall employ an independent cost estimator.

22. Shop Drawing Review: CLIENT agrees that HANSON's review of shop drawings, when such review is included in the scope of services, shall be solely for their conformance with HANSON's design intent and conformance with information given in the construction documents. HANSON shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities and coordination of the work with other trades. CLIENT warrants that the Contractor shall be made aware of its responsibilities to review shop drawings and approve them in these respects before submitting them to HANSON.

23. Record Drawings: CLIENT agrees that HANSON's preparation of record drawings, when such preparation is included in the scope of services and such preparation is based on information furnished by the Contractor and/or other third parties, will be made under the assumption that all furnished information is reliable and that HANSON cannot and does not warrant the accuracy of the furnished information. In the event that the scope of services additionally provides for HANSON to conduct surveys, investigations, and field measurements to collect or verify the information needed for the record drawings, HANSON will conduct such services with the Standard of Care as set forth in these General Conditions.

24. Confidentiality: Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party unless otherwise required by law.

25. Third-Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or HANSON. HANSON's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against HANSON because of this Agreement or the performance or nonperformance of

services hereunder. CLIENT and HANSON agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

26. Severability: If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

27. *Survival:* Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

28. Entire Agreement: This Agreement is the entire Agreement between the CLIENT and HANSON. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and HANSON.

29. Modification to the Agreement: CLIENT or HANSON may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of HANSON's compensation, to which CLIENT and HANSON mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

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

31. Construction Phase Services without Design: If HANSON is undertaking a nontraditional service on CLIENT's behalf to provide Construction Contract Administration Services but not the design of the Project, CLIENT acknowledges that this

arrangement, while suitable for the Project, creates additional risk for HANSON.

In consideration of the risks and rewards involved in this Project, CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless HANSON from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any other consultant employed by CLIENT on this Project and from any claims of copyright or patent infringement by HANSON arising from the use or reuse of any documents prepared or provided by CLIENT or any other consultants of CLIENT. CLIENT warrants that any documents provided to HANSON by CLIENT or by any other consultants may be relied upon as to their accuracy and completeness without independent investigation by HANSON and that CLIENT has the right to provide such documents to HANSON free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

32. Hanson agrees to adhere to the provisions of Chapter 93 of the 1988 City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof which shall constitute the affirmative action program of this Agreement.

33. Hanson certifies it is not barred from bidding on any contract offered for bid by the State of Illinois or any unit of local government as a result of a conviction for violating Section 33E-3 or 33E-4 of the Illinois Criminal Code.

34. Hanson certifies it is not delinquent in the payment of any tax administered the City of Springfield or the State of Illinois.

35. This Agreement does not authorize an expenditure of City of Springfield funds in excess of the amount authorized by the Springfield City Council (the "Council"), unless the Council specifically approves an additional expenditure. Hanson agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City of Springfield exceeds the amount authorized by the Council.



Midwest Engineering and Testing, Inc.

2869 S. Via Verde Street
Springfield, Illinois 62703
217-952-0051
metgeotech.com

Mr. Michael Mendenhall P.E., S.E.
Senior Structural Engineer
Hanson Professional Services, Inc.
1525 S. Sixth Street
Springfield, Illinois 62703
mmendenhall@hanson-inc.com

Proposal for Material Testing Services
Usable Segment VI B
Springfield Rail Improvements Project
North Grand Underpass and Rail Embankment
Springfield, Illinois
MET Proposal No. S24040
November 4, 2024

Budget Estimate

Scope of Work Manpower Assumptions

Senior Engineering Technician
Concrete Testing (50 days at 4 hrs),
One set of 5 cylinders per day
Pick Up Cylinders (30 trips at 1 hr)
Compaction Testing (30 days at 4hrs)

Trips	Cylinders	Hours	OT Hours
50	250	200	
30		30	
30		120	
110	250	350	0

Total Cylinders and Field Time

ESTIMATE WORKSHEET

Senior Engineering Technician, per hour
Senior Engineering Technician, OT per hour
Standard Proctor, per test
Concrete Compression Tests, per test
Nuclear Density Gauge
Certified Welding Inspector (4 trips at 8 hrs.)
Trip/Mileage Charge
Project Engineer, per hour (0.5 hrs/day)
Principal Engineer, per hour

Quantity		Unit Fee	Total
350	Hours	\$75.00	\$26,250.00
0	Hours	\$112.50	\$0.00
4	Test	\$150.00	\$600.00
250	Tests	\$17.50	\$4,375.00
30	Days	\$60.00	\$1,800.00
32	Hours	\$135.00	\$4,320.00
114	Trips	\$35.00	\$3,990.00
40	Hours	\$150.00	\$6,000.00
0	Hours	\$200.00	\$0.00
			\$47,335.00

Recommended Budget Estimate

\$47,335.00



November 5, 2024

Mr. William P Pongracz
Hanson Professional Services
1525 South 6th Street
Springfield, IL 62703
wpongacz@hanson-inc.com

RE: Cross Hole Sonic Logging (CSL)
Springfield, IL

Our estimated cost for performing testing and analysis services is as follows. The estimate is based on testing a total of 16 - 6 CSL tube drilled shafts. We have estimated two trips and two test days per trip. Unit rates are provided for modification of the scope.

MOBILIZATION COSTS

Mobilization	\$	725.00 /trip	1	\$	725.00	
COST PER TRIP					\$	725.00

DAILY TESTING COSTS

Engineer - Daily (Mon through Fri)	\$	1,250.00 /day	1	\$	1,250.00	
Engineer - Night and Weekend	\$	1,750.00 /day	0	\$	0.00	
Engineer - Weekday Overtime	\$	185.00 /hour	0	\$	0.00	
Hotel and Per diem	\$	195.00 /day	1	\$	195.00	
CSL Equipment	\$	475.00 /day	1	\$	475.00	
COST PER TEST DAY					\$	1,920.00

ANALYSIS & REPORTING

CSL Report - 6 tube shaft	\$	650.00 /each	16	\$	10,400.00	
ANALYSIS AND REPORTING COSTS					\$	10,400.00

ESTIMATED TOTAL COST FOR 2 TRIPS, 4 TEST DAYS, ANALYSIS, AND REPORTING \$ 19,530.00

Please note that we must charge for each day our engineer and equipment are at the site. Any time for meetings, etc. outside of days on site will be invoiced at hourly engineering rates.

Additional requirements:

- 1) - At least one week notice of test date. The testing may be postponed with one day notice if necessary.
- 2) - Working conditions for our engineer that conform with OSHA requirements.
- 3) - Any required site safety equipment other than a hard hat and steel toed work shoes.
- 4) - Damaged equipment, if any, will be invoiced at repair or replacement cost.
- 5) - Time and expenses incurred to satisfy any site safety requirements are not included in the above rates and will be invoiced at cost.
- 6) - Additional insured endorsements, if required, are not included and invoiced at additional cost.
- 7) - A signed unit-price contract is required prior to mobilization to the jobsite.

6677 Lincoln Avenue, Suite 333 • Lincolnwood, IL 60712
847.213.0592 • www.GRLengineers.com

California • Colorado • Florida • Georgia • Illinois • Louisiana •
North Carolina • Ohio • Pennsylvania • Texas • Washington

2024-481

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-58
DATE OF 1ST READING: 11/19/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom
PHONE NUMBER: (217) 789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Professional Services FISCAL IMPACT: \$ 2,980,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE FOR AN AGREEMENT WITH HANSON PROFESSIONAL SERVICES INC. TO PERFORM CONSTRUCTION ENGINEERING SERVICES FOR USABLE SEGMENT VIB OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Agreement

CONTRACTOR / VENDOR NAME: Hanson Professional Services Inc.

VENDOR NO: 0HAN1501

CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$2,980,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid☒ Other: professional servicesIs Purchasing Agent approval required? No ☒ Yes ☐☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☒ Yes ☐☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2306	\$ 2,980,000.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This agreement is for Hanson Professional Services Inc. to perform construction engineering services for Usable Segment VIB (North Grand Avenue underpass, rail corridor embankment construction from Carpenter Street to Ridgley Avenue and track construction from Stanford Avenue to Sangamon Avenue) of the Springfield Rail Improvements Project. Construction Engineering services will be fully reimbursed by a federal CRISI grant.

SIGN OFF:

(Mayor's Signature)

GEM

(Director of O&M)

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY
OF SPRINGFIELD AND THE ILLINOIS DEPARTMENT OF
TRANSPORTATION FOR USABLE SEGMENT VIA AND VIB OF THE
SPRINGFIELD RAIL IMPROVEMENTS PROJECT, FOR THE OFFICE OF
PUBLIC WORKS**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, it is necessary to enter into an Agreement with the Illinois Department of Transportation ("IDOT") for Usable Segment VIA and VIB of the Springfield Rail Improvements Project; and

WHEREAS, all cost are shall be reimbursed other than \$3,650,000.00 of those listed in the LA(8) column of the cost division table attached herein; and

WHEREAS, there is a need for a IDOT Standard Local Agency Agreement; and

WHEREAS, it is in the best interest of the City to enter into an Agreement with the IDOT for Usable Segment VIA and VIB of the Springfield Rail Improvements Project; and

WHEREAS, a copy of the Agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves the Agreement between the City and the IDOT for Usable Segment VIA and VIB of the Springfield Rail Improvements Project. The Mayor and City Clerk are authorized to execute this agreement on behalf of the City of Springfield.

Section 2: That this ordinance shall become effective immediately after its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/14/24

Office of Corporation Counsel / Date



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	
City of Springfield	Sangamon	20-00492-00-BR	
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
State/GCPF		SATS	02-2024-05*

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-035-21	N3LK(567)				

Engineering

Right of Way

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
North Grand Avenue	FAU 7972	0.01	2.80	2.81

Location Termini

AT the NS RR

Current Jurisdiction	Existing Structure Number(s)	Add Location
	084-9972	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
North Grand Avenue	FAU 7972	0.01	02.82	02.83

Location Termini

AT the IM RR

Current Jurisdiction	Existing Structure Number(s)	Add Location
	084-9973	Remove

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
10 ST Corridor	VARIOUS			

Location Termini

Sangamon AVE to Stanford AVE

Current Jurisdiction	Existing Structure Number(s)	Add Location
		Remove

PROJECT DESCRIPTION

US VIa and VIb project. Construction of a new underpass for the the UPRR/Amtrak, construction of a new overpass for the NSRR and I&MRR, construction of UPRR corridor from north of Carpenter Street to north of Ridgely Avenue, construction of double track for the UPRR/Amtrak from Sangamon Avenue to Stanford Avenue, and reconstruction of the Iles Control point. (Section Numbers 20-00492-00-BR and 22-00492-01-BR) *Additional TIP #02-2022-08

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

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

Check One

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

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

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

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

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

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

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the STATE to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the STATE to the LPA on this or any other contract. The STATE at its sole option, upon notice to the LPA, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following FHWA authorization using right-of-way acquired this agreement, the LPA will repay the STATE any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/

railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.

14. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide

application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website:
<https://www.sam.gov/SAM/>

28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

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

	1.	Location Map
	2.	Division of Cost
-	3.	Supplemental Division of Cost Table
Add Row		

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Misty Buscher

Title of Official

Mayor

Signature

Date

--	--

Signature

The above signature certifies the agency's Tin number is

375002037 conducting business as a Governmental Entity.

Duns Number 025955852

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

--	--

By:

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

Date

--	--

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

Date

--	--

Yongsu Kim, Chief Counsel

Date

--	--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--	--

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency		County		Section Number	
City of Springfield		Sangamon		20-00492-00-BR	
Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-96-035-21	N3LK(567)				

DIVISION OF COST

Federal Funds				State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
- UPRR Force Account Vlb				GCPF	\$5,536,242.00	(1)	Local	\$10,362,000.00	(3)	\$15,898,242.00
- Part Construction Via and Vlb				GCPF	\$35,823,000.00	(1)				\$35,823,000.00
- Part Construction Via and Vlb				State Funds	\$6,075,000.00	(2)	Local	\$53,435,000.00	(3)	\$59,510,000.00
Total				Total			Total			\$111,231,242.00
Add										

Usable Segment VI Draft (11/06/2024) Division of Cost Table for Local Agency Participation Agreement:

Type of Work	STATE (1)	%	STATE (2)	%	STATE (3)	%	STATE (4)	%	STATE (5)	%	LA(7)	%	LA(8)	%	LA(9)	%	TOTAL
NSRR Force Account Work North Grand Overpass US Via															\$ 1,610,000	100.00%	\$ 1,610,000
NSRR Force Account Work North Grand Overpass US Via															\$ 963,000	100.00%	\$ 963,000
Utility Relocation North Grand Overpass US Via															\$ 636,000	100.00%	\$ 636,000
Construction Engineering North Grand Overpass US Via															\$ 1,310,000	100.00%	\$ 1,310,000
IDOT Construction Contract - Structure US Via - FAS ID: XXXXXXX	\$ 4,458,464	46.67%					\$ 4,369,705	45.74%	\$ 362,500	*							\$ 5,553,169
IDOT Construction Contract - Relating Walks US Via - FAS ID: XXXXXXX	\$ 3,284,505	46.67%					\$ 3,764,645	53.33%									\$ 7,059,150
IDOT Construction Contract - Roadway US Via - FAS ID: XXXXXXX	\$ 5,324,030	42.84%					\$ 6,826,650	54.83%									\$ 12,427,027
IDOT Construction Contract - Miscellaneous US Via - FAS ID: XXXXXXX													\$ 276,347				\$ 973,653
IDOT Construction Contract - Structure US Via - FAS ID: XXXXXXX			\$ 1,680,934	34.87%			\$ 3,159,968	65.13%									\$ 4,840,902
IDOT Construction Contract - Relating Walks US Via - FAS ID: XXXXXXX			\$ 1,655,071	34.87%			\$ 3,091,569	65.13%									\$ 4,747,066
IDOT Construction Contract - Roadway US Via - FAS ID: XXXXXXX			\$ 4,901,508	34.88%	\$ 5,350,000	38.07%	\$ 3,802,185	27.05%									\$ 14,053,693
IDOT Construction Contract - Roadway US Via - FAS ID: XXXXXXX			\$ 14,468,468	34.87%			\$ 27,086,042	65.13%									\$ 41,584,526
IDOT Construction Contract - Iles Control Point US Via - FAS ID: XXXXXXX							\$ 84,176	100.00%									\$ 84,176
ISPA Building Demolition US Via													\$ 2,400,000	100.00%			\$ 2,400,000
NSRR Force Account Work North Grand Underpass US Via															\$ 13,600,000	100.00%	\$ 13,600,000
UPRR Force Account Work North Grand Underpass US Via												\$ 5,538,242	34.82%		\$ 10,362,000	95.18%	\$ 15,898,242
Utility Relocation North Grand Underpass US Via															\$ 1,590,000	100.00%	\$ 1,590,000
Construction Engineering North Grand Underpass US Via															\$ 2,980,000	100.00%	\$ 2,980,000
TOTAL	\$ 13,077,000	9.58%	\$ 22,746,000	16.88%	\$ 5,350,000	3.92%	\$ 52,185,000	38.28%	\$ 362,500	0.27%	\$ 5,538,242	4.08%	\$ 3,650,000	2.88%	\$ 33,071,000	24.28%	\$ 136,340,242

Footnotes	Funding Summary
(1) These items will be paid by the STATE from ICC GCPF ICC Order T22-0106 US Via which caps GCPF at 46.67% of eligible cost. This IPA estimates 45.26% of eligible cost	Total ICC GCPF Order T22-0106 US Via \$ 13,077,000
(2) These items will be paid by the STATE from ICC GCPF ICC Order TXXXXXX US Via	Total ICC GCPF Order TXXXXXX US Via \$ 28,262,242
(3) These items will be paid by the STATE from State Highway Program Funds	Total State Highway Program Funds \$ 5,350,000
(4) These items will be paid by the STATE and the STATE reimbursed by the LA which will be reimbursed from FFY2023/2024 FRA CRISI and FFY2022 USDOT RAISE Grants	Total RAISE Funds \$ 362,500
(5) These items will be paid by the STATE and the STATE reimbursed by the LA which will be reimbursed from ICC Order T22-0106 and the DOT/CSGRR CUM Agreement	Total CUM Funds \$ 362,500
(6) These items will be paid by the STATE and the STATE reimbursed by the LA which will be reimbursed from ICC Order T22-0106 and the DOT/CSGRR CUM Agreement	Total CUM Funds \$ 362,500
(7) These items will be paid by the STATE and the LA reimbursed by the STATE from ICC GCPF per ICC Order TXXXXXX US Via	Total Federal Funds \$ 85,256,000
(8) These items will be paid by the LA from LA funds	Total \$ 136,340,242
(9) These items will be paid by the LA and reimbursed to the LA from FFY2023/2024 FRA CRISI and FFY2022 USDOT RAISE Grants	
(10) Per ICC Order T22-0106 the NSRR and the UPRR will be reimbursed by the LA for each project completion a total of \$362,500	
(11) The above costs do not include the cost of the ICC GCPF Order T22-0106 and the DOT/CSGRR CUM Agreement 2183	
(12) Estimated cost of North Grand Overpass and North Grand Underpass and Iles Control Point Reconstruction is not eligible for ICC GCPF	
(13) Estimated cost of North Grand Overpass and North Grand Underpass and Iles Control Point Reconstruction is not eligible for ICC GCPF	



Springfield Rail Improvements Project

Usable Segments

North Grand

Carpenter

Madison

Jefferson

Lawrence

South Grand

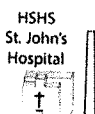
Laurel

Ash

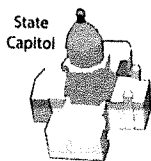
Stanford



Memorial Medical Center



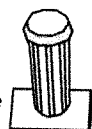
HSHS
St. John's
Hospital



State
Capitol



Old State
Capitol



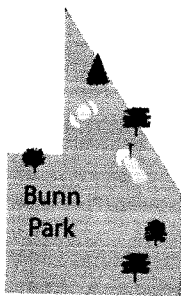
Wyndham
Springfield
City Centre



County
Building



Iles
Park

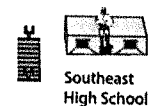


Bunn
Park

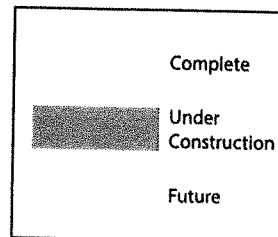
Sangamon

Clear Lake

Cook



Southeast
High School



Project is located within
Congressional District IL - 13

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-56
DATE OF 1ST READING: 11/19/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: (217) 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Professional Services FISCAL IMPACT: \$ 55,835,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR USABLE SEGMENT VIA and VIB OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Agreement

CONTRACTOR / VENDOR NAME: IDOT

VENDOR NO:

CONTRACT TERM: CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$55,835,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid☐ Other:Is Purchasing Agent approval required? No ☒ Yes ☐☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☒ Yes ☐☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	0361 \$ 38,607,242.00
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2306 \$ 55,835,000.00
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for approval of an IDOT standard Local Agency Agreement for Usable Segment VIA and VIB of the Springfield Rail Improvements Project. All cost are reimbursed other than \$3,650,000 of those listed in the LA(8) column of the cost division table.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING RELOCATION EXPENSES, IN AN AMOUNT NOT TO EXCEED \$5,620.21, FOR THE RELOCATION OF OCCUPANTS AND PERSONAL PROPERTY LOCATED ON PARCEL SR0018, 1545 N. 11th STREET, RELATING TO THE SPRINGFIELD RAIL IMPROVEMENTS PROJECTS, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, Computer Banc owns the property located on parcel SR0018, 1545 N. 11th Street, in Sangamon County; and

WHEREAS, it is necessary to authorize \$5,620.21 for relocation expenses in compliance with the Federal Uniform Relocation Act; and

WHEREAS, the relocation of the occupants and personal property located on parcel SR0018, 1545 N. 11th Street is for public purposes specifically associated with the Springfield Rail Improvements Projects, Usable Segment 6B.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves relocation expenses for the personal property occupying parcel SR0018, 1545 N. 11th Street, in the amount of \$5,620.21, in compliance with the Federal Uniform Relocation Act for public purposes specifically associated with the Springfield Rail Improvements Projects, Usable Segment 6B as attached hereto as Exhibit A.

Section 2: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment in an amount not to exceed \$5,620.21 to the Computer Banc for the relocation personal property occupying parcel SR0018, 1545 N. 11th Street, from account number 041-110-GAST-STRS-2301.

Section 3: That this ordinance shall become effective upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

Office of Corporation Counsel / Date 11/14/24

**Transaction Summary
for
Supporting Ordinance Documentation / Acquisition
(1527 N. 11th Street – Computer Banc)**

Who we purchased property from?

Computer Banc

Who purchased property?

The City of Springfield.

Reason for acquisition:

Springfield Rail Improvement Project Usable Segment 6B.

What is being acquired?

0.640+/- acres of land in fee and 0.234+/- acres of temporary construction easement.

How it will be acquired (i.e. fee simple)?

Fee simple and temporary construction easement.

Source of funding:

City of Springfield

Appraisal amount:

\$186,300.00

Purchase price:

\$194,150.00 requested by previous ordinance.

Closing Costs:

N/A. Partial taking.

Reason for purchase amount if above appraised value:

Provided with previous ordinance.

Relocation amount with estimate breakdown:

\$5,620.21 Moving Claim and Moving Expenses attached.

Computer Banc Self Move Expenses

Date	Express Personell						Computer Banc	
	A. Williams	M. McDade	D. Kincaid	C. Hoskins	S. Harris	D. McKenzie	J. Henson	Fork Lift
10/25/2023	5		6.25				8	4
10/26/2023	4		2.75				8	4
10/27/2023		7				7	8	4
12/5/2023				7.5			8	4
12/7/2023				6.5			8	4
12/11/2023				6.75			8	4
12/12/2023				6.5			8	4
12/13/2023				6.5			8	4
12/14/2023				7.25			8	4
12/15/2023				5.5			8	4
12/19/2023				7	5.5		8	4
12/20/2023					7.5		8	4
12/21/2023					7		8	4
Total Hours	9	7	9	53.5	20	7	104	52
Rate	\$22.22	\$22.22	\$22.22	\$22.22	\$22.22	\$22.22	\$19.00	\$25.00
Paid	\$199.98	\$155.54	\$199.98	\$1,188.77	\$444.40	\$155.54	\$1,976.00	\$1,300.00
							Total Paid	\$5,620.21

BY 
David Fowler, Executive Director

Date 10/1/24

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-59
DATE OF 1ST READING: 11/19/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 5,620.21

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING RELOCATION EXPENSES FOR THE RELOCATION OF THE PERSONAL PROPERTY LOCATED ON PARCEL SR0018, 1545 N. 11TH STREET IN AMOUNT NOT TO EXCEED \$5,620.21.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
transaction summary

claim for moving expense

self move labor and expense hours

CONTRACTOR / VENDOR NAME: Computer Banc

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$5,620.21

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid☐ Other:Is Purchasing Agent approval required? No ☐ Yes ☒☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☐ Yes ☒☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301 \$ 5,620.21
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for relocation expenses for the acquisition of property located at 1545 N.11th Street. The relocation assistance is required for public purposes, specifically associated with the Springfield Rail Improvements Projects, Usable Segment 6B. The relocation costs are in compliance with the Federal Uniform Relocation Act.

SIGN OFF:

(Mayor's Signature)

GEM

(Director of OBM)

AN ORDINANCE AUTHORIZING AN ADDITIONAL PAYMENT OF \$21,900.00, FOR A TOTAL NOT TO EXCEED \$87,600.00, FOR RFP PW25-33 WITH PAUL TREE FARMS, LLC FOR AN ADDITIONAL 50 TREE PLANTINGS TO MEET THE REQUIREMENTS OF THE AMERICAN FORESTS GRANT, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, ordinance 407-10-24 accepted the low bid and authorized the execution of contract number PW25-33 with Paul Tree Farms, LLC to furnish 150 tree plantings to be planted as part of the American Forests Grant Program in the amount of \$65,700.00 for the Office of Public Works; and

WHEREAS, it is necessary to purchase an additional 50 tree plantings in the amount of \$21,900.00, bringing the total to 200 tree plantings for a grand total not to exceed \$87,600.00, to satisfy the American Forests Grant requirements; and

WHEREAS, the additional tree planting will be fully funded by the Grant Program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes additional payment in the amount of \$21,900.00 for a total not to exceed \$87,600.00 to Paul Tree Farms, LLC for an additional 50 tree plantings, for a total of 200 tree plantings, to satisfy the American Forests Grant requirements.

Section 2: That the Office of Budget and Management is hereby authorized to pay Paul Tree Farms, LLC (0PAU5700) an amount not to exceed \$21,900.00 from account number 001-110-WORK-TREE-1232 pursuant to provisions of the agreement.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

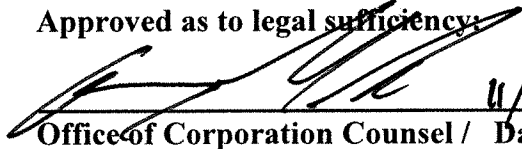
RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/15/24
Office of Corporation Counsel / Date

AN ORDINANCE ACCEPTING THE LOW BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW25-33 WITH PAUL TREE FARMS, LLC TO FURNISH 150 TREE PLANTINGS TO BE PLANTED AS PART OF THE AMERICAN FORESTS GRANT PROGRAM IN THE AMOUNT OF \$65,700.00, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, Paul Tree Farms, LLC has submitted the lowest bid to furnish 150 tree plantings to be planted as part of the American Forests Grant Program in an amount not to exceed \$65,700.00 for the Office of Public Works; and

WHEREAS, the trees will be planted within the Northeast Quadrant of the City of Springfield, per grant requirements; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW25-33; and

WHEREAS, the Purchasing Agent recommends awarding this contract to Paul Tree Farms, LLC

NOW. THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the bid of Paul Tree Farms, LLC to furnish 150 tree plantings to be planted as part of the American Forests Grant Program in an amount not to exceed \$65,700.00 for the Office of Public Works. The Mayor and City Clerk are authorized to execute Contract No. PW25-33 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management, upon satisfactory performance of the contract, is hereby authorized to make payment to Paul Tree Farms, LLC (0PAU5700) in an amount not to exceed \$65,700.00 from account number 001-110-WORK-TREE-1232.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: October 15, 2024

SIGNED: Oct 16, 2024

RECORDED: October 17, 2024

Misty Buscher
Mayor Misty Buscher

ATTEST: Frank J. Lesko
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

[Signature] 9/26/24
Office of Corporation Counsel / Date



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: David Whitworth
Office of Public Works

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: September 24, 2024

SUBJECT: Determination for Sealed Competitive Proposal

I have reviewed the Request for Proposals for RFP# PW25-33 American Forests Grant Fall 2024 Tree Planting for the Office of Public Works and recommended award Paul Tree Farms, LLC.

In accordance with the requirements of Section 38.38(a) of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practicable nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.



RFP

_____	Performance Bond
_____	Payment Bond
_____	Insurance
_____	Other

DATE: September 19, 2024

ITEM: American Forests Grant Fall 2024 Tree Planting

CONTRACT: RFP PW25-33

Bid Bond: N/A

ADDENDA

BIDDERS

ACCEPTED

BIDDERS	ACCEPTED
Paul's Tree Farm	ACCEPTED

2024-407
2024-484

407-10-24

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-47
DATE OF 1ST READING: 10-1-24OFFICE REQUESTING: Public Works CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Low Bid FISCAL IMPACT: \$ 65,700.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING EXECUTION OF CONTRACT NO. RFP PW25-33 WITH PAUL TREE FARMS, LLC TO FURNISH 150 TREE PLANTINGS FOR THE OFFICE OF PUBLIC WORKS TO BE PLANTED AS PART OF THE AMERICAN FORESTS GRANT PROGRAM

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

contract

CONTRACTOR / VENDOR NAME: Paul Tree Farms, LLC VENDOR NO: 0PAU5700

CONTRACT TERM: completion CONTRACT # RFP PW25-33 Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$65,700.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s

☒ Low Bid ☐ Other: Is Purchasing Agent approval required? No ☐ Yes ☒
☐ Low Bid Meeting Specs ☐ Exception: Is Purchasing Agent approval attached? No ☐ Yes ☒
☐ Low Evaluated Bid Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	110	WORK	TREE	1232	\$ 65,700.00
2						
3						
4						

FUNDS CHECK BY: *Christy Hejz* Date: 09-24-2024
DIRECTOR / SUPERVISOR SIGNATURE *[Signature]* Date: 24 SEP 24
CITY PURCHASING AGENT: *Michael Hub* Date: 9-24-2024

COMMENTS

This ordinance is for the planting of 150 street trees within the Northeast Quadrant of the City of Springfield, per grant requirements. This contract utilizes American Forests Grant funds.

SIGN OFF:


(Mayor's Signature) GEM
(Director of OBM) 9/24/24

2024-4074

407-10-24

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

11/19/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: 217 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Low Bid

FISCAL IMPACT: \$21,900.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING AN ADDITIONAL PAYMENT FOR CONTRACT # RFP PW25-33 WITH PAUL TREE FARMS, LLC FOR 50 ADDITIONAL TREE PLANTINGS BY AUTHORIZING AND ADDITIONAL \$21,900.00 FOR AN AMOUNT NOT TO EXCEED \$87,600.00 FOR THE OFFICE OF PUBLIC WORKS

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Ord. # 407-10-24

CONTRACTOR / VENDOR NAME: Paul Tree Farms, LLC.

VENDOR NO: 0PAU5700

CONTRACT TERM: Completion

CONTRACT #

RFP PW25-33

Change in Scope

Yes ☒

No ☐

CONTRACT AMOUNT: \$65,700.00

(Original amount if change order)

1

Change Order #

\$21,900.00

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☐

☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	110	WORK	TREE	1232	\$21,900.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorize an additional 50 tree plantings, bringing the total to 200 tree plantings. This increase in plantings is necessary to satisfy the American Forests Grant requirements with the additional amount being accommodated by grant funds.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S:\Excel\FORMS\Ordinance Fact Sheet

The information supplied on this form is not confidential information.

Revised 5/26/04

2024-484

AN ORDINANCE AUTHORIZING RELOCATION EXPENSES, IN AN AMOUNT NOT TO EXCEED \$75,355.00, FOR THE RELOCATION OF OCCUPANTS AND PERSONAL PROPERTY LOCATED ON PARCEL SR0097, 700 N. 9th STREET, RELATING TO THE SPRINGFIELD RAIL IMPROVEMENTS PROJECTS, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, Springfield Electric Supply Company owns the property located on parcel SR0097, 700 N. 9th Street, in Sangamon County; and

WHEREAS, it is necessary to authorize \$75,355.00 for relocation expenses in compliance with the Federal Uniform Relocation Act; and

WHEREAS, the relocation of the occupants and personal property located on parcel SR0097, 700 N. 9th Street is for public purposes specifically associated with the Springfield Rail Improvements Projects, Usable Segment 6B.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves relocation expenses for the personal property occupying parcel SR0097, 700 N. 9th Street, in the amount of \$75,355.00, in compliance with the Federal Uniform Relocation Act for public purposes specifically associated with the Springfield Rail Improvements Projects, Usable Segment 6B as attached hereto as Exhibit A.

Section 2: That upon proper documentation, the Office of Budget and Management is hereby directed to make payment in an amount not to exceed \$75,355.00 to the Springfield Electric Supply Company for the relocation personal property occupying parcel SR0097, 700 N. 9th Street, from account number 041-110-GAST-STRS-2301.

Section 3: That this ordinance shall become effective upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 4/14/24
Office of Corporation Counsel / Date

**Transaction Summary
for
Supporting Ordinance Documentation / Relocation
(700 N. 9th Street)**

Who we purchased the property from?

WRS Legacy, LLC

Who purchased property?

The City of Springfield.

Reason for acquisition:

Springfield Rail Improvement Project Usable Segment 6B.

What was acquired?

1.32+/- acres of land in fee and 0.44+/- acres of land as temporary easements.

How it was acquired (i.e. fee simple)?

Fee simple and temporary easements.

Source of funding:

City of Springfield

Appraisal amount:

\$1,870,000.00

Purchase price:

\$3,500,000.00 requested by previous ordinance.

Closing Costs:

\$12,000.00 requested by previous ordinance.

Reason for purchase amount if above appraised value:

Provided with previous ordinance.

Relocation amount:

\$75,355.00 Moving Claims and Supporting Documents attached.

DO NOT MAIL

Claim for Moving Expenses

CLAIM # 2

Route 10th Street Rail Corridor Project Springfield Rail Improvement Project
Section Usable Segment 6B Job No. _____
County Sangamon Parcel SR0097 Unit 02

☒ Business ☐ Farm Operation ☐ Nonprofit Organization

Residential: ☒ Actual ☐ Fixed Mobile Home: ☐ Actual ☐ Fixed

Claimant: Springfield Electric Supply Company

Mailing Address: 700 N. 9th Street
Springfield, Illinois 62703
City State Zip

Address of Acquired Property: A portion of 700 N. 9th Street
Springfield, Illinois 62903
City State Zip

Address of Replacement Property: On the remainder - 700 N. 9th Street
Springfield, IL 62703
City State Zip

Date(s) of Move: Re-establishment Expenses Claim – paid 12/31/23

We certify that during the period 03/01/2022 to 12/31/2023, our company was in the process of relocating to the displaced portion of our operation to the newly construction addition / building renovation at our facility located at 700 N. 9th Street, Springfield, Illinois. We now qualify for a payment of \$25,000.00 for eligible re-establishment expenses as supported by the attached documentation. No previous reimbursement or compensation has been received for this or any portion of this claim.

We grant permission to the City of Springfield to dispose of any or all personal property abandoned by us or others on the subject property on and after this date. We absolve the City of Springfield of any and all responsibility or liability for damages in connection with the disposition of the abandoned property. We also agree that any or all items of property which have been moved are personal and we release and absolve the City of Springfield from any and all liability for payment for such items as realty.

We certify that we and/or each family member, and/or each owner of an unincorporated business, farm or nonprofit organization,
☐ a United States citizen ☐ a national of the United States ☐ an alien who is lawfully present in the United States ☒
a corporation authorized to conduct business within the United States.

We understand that falsification of any kind in connection with this claim may result in prosecution under state and/or federal laws and forfeiture of the claim in its entirety.

8/15/24 Chris Carter 37-0739309
Date Chris Carter FEIN

Date FEIN

I certify that the claimant occupied all or a portion of the improvements on the subject parcel and has performed a portion of the work necessary and is now eligible for the expenses claimed.

8/16/24 Steven B. Warren
Date City Relocation Representative
Approved: 8/15/24 Mark B. B...
Date City of Springfield

STECKEL • PARKER • ARCHITECTS, INC.
ARCHITECTS • PLANNERS • CONSULTANTS
2941 HAPPY LANDING DRIVE SPRINGFIELD, ILLINOIS 62711
PH: (217) 793-6444 FAX: (217) 793-5434

TO:

SESCO
700 N. 9th St.
Springfield, IL 62702

GENTLEMEN:

WE ARE SENDING YOU

☐ Attached

☐ Under separate cover via _____ the following items:

[illegible]

THESE ARE TRANSMITTED as checked below:

☐ For approval☐ Returned for corrections

copies for approval

☐ For your use☐ Approved as submitted

copies for distribution

☐ As requested☐ Approved as noted☐ Return

corrected prints

☐ For review and comment☐

REMARKS

COPY TO

Chris Scarbrough
Chris Carter

Thank you!

2024-485

APPLICATION AND CERTIFICATE FOR PAYMENT AM DOCUMENT 6702 PAGE 3 of 3 PAGES
 PROJECT NO. 22-502
 Springfield Blackie Vardine
 Remodel Site Improvements
 Springfield, IL 62715

CHANGE ORDER SUMMARY
 CHANGE ORDER APPROVED
 IN PREVIOUS MONTHS BY
 OWNER
 TOTAL
 C.O.

ADDITIONS

DEDUCTIONS

ARCHITECT: Steel-Prater Architects
 13411 Valley View Dr
 Springfield, IL 62715
 CONTRACTOR: Evans Construction Co.
 BUDGET FOR: GENERAL CONSTRUCTION
 APPLICATION DATE: 12/31/2023
 APPLICATION FOR: 22-06702-02
 FOR PERIOD: 12/1/2023 - 12/31/2023
 APPLICATION IS MADE FOR PAYMENT, AS SHOWN BELOW, IN
 CONNECTION WITH THE CONTRACT,
 CONTRACT NUMBER (SEE), AM DOCUMENT 6702, IS ATTACHED
 THE PRESENT STATUS OF THE ACCOUNT FOR THIS CONTRACT IS
 AS FOLLOWS

SUBSEQUENT CHANGE ORDERS

Change Order #1	1,883.35
Change Order #2	5
Change Order #3	12,113.34
Change Order #4	1,556.76
Change Order #5	7,466.40
Change Order #6	28,000.00
Change Order #7	1,561.70
Change Order #8	5,441.10
Change Order #9	5
Change Order #10	5
Change Order #11	5
Change Order #12	5
Change Order #13	5
Change Order #14	5
Change Order #15	5
Change Order #16	5
Change Order #17	5
Change Order #18	5
Change Order #19	5
Change Order #20	5
Change Order #21	5
Change Order #22	5
Change Order #23	5
Change Order #24	5
Change Order #25	5
Change Order #26	5
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Change Order #28	5
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Change Order #91	5
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Change Order #93	5
Change Order #94	5
Change Order #95	5
Change Order #96	5
Change Order #97	5
Change Order #98	5
Change Order #99	5
Change Order #100	5

ORIGINAL CONTRACT

NET CHANGE BY CHANGE ORDERS	286,000.00
CONTRACT TO DATE	67,714.55
TOTAL COMPLETED & TENDED TO DATE - 100%	316,714.55
RETAINAGE 5%	15,835.73
TOTAL EARNED LESS RETAINAGE	310,878.82
LESS PREVIOUS CERTIFICATE FOR PAYMENT	59,644.55
CURRENT PAYMENT DUE	210,234.27
BALANCE DUE	210,234.27

TOTALS
 NET CHANGE BY C.O.
 STATE OF KIDDER COUNTY DE SANITATION
 THE UNDERSIGNED CONTRACTOR CERTIFIES THAT THE WORK COVERED BY THIS APPLICATION FOR PAYMENT HAS BEEN COMPLETED IN ACCORDANCE WITH THE BUDGET THAT ALL AMOUNTS HAVE BEEN PAID BY HIM FOR WORK FOR WHICH PREVIOUS CERTIFICATES FOR PAYMENTS WERE ISSUED AND PAYMENTS RECEIVED FROM THE OWNER, AND THAT THE CURRENT PAYMENT SHOWN HEREIN IS NOW DUE.

CONTRACTOR:

BY:

Handwritten signature

DATE: 12/31/2023

Rating Method

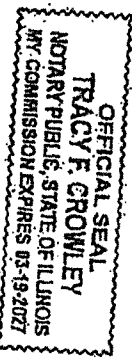
IN ACCORDANCE WITH THE BUDGET AND THE APPLICATION FOR PAYMENT THE CONTRACTOR IS ENTITLED TO PAYMENT IN THE AMOUNT SHOWN ABOVE

ARCHITECT: Steel-Prater Architects

BY: *Handwritten signature*

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1ST DAY OF DECEMBER, 2023
 MY COMMISSION EXPIRES: 03-19-2027

Handwritten signature



ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	PERIODS OF INSTALLATION	THIS APPLICATION	STORIED MATERIALS	TOTAL COMPLETED & STORIED TO DATE	%	AMOUNT TO BE PAID	RETAINAGE
Brans Construction									
101	Overhead & Profit	\$ 8348.00	\$ 1248.00	\$ 5494.00	\$	\$ 8348.00	100%	\$	\$ 417.40
101	Demolition Labor	\$ 9472.83	\$ 9472.83	\$	\$	\$ 9472.83	100%	\$	\$ 473.64
101	Demolition Material	\$ 2573.00	\$ 2573.00	\$	\$	\$ 2573.00	100%	\$	\$ 128.65
102	Finish Carpentry Labor	\$ 44,744.17	\$ 6861.17	\$ 37,883.00	\$	\$ 44,744.17	100%	\$	\$ 2,237.06
105	Finish Carpentry Material	\$ 39,454.00	\$ 10,644.00	\$	\$	\$ 39,454.00	100%	\$	\$ 1,972.70
106	Field Overhead Material	\$ 5,000.00	\$ 5,000.00	\$	\$	\$ 5,000.00	100%	\$	\$ 250.00
107	Change Order #1	\$ 170.85	\$ 170.85	\$	\$	\$ 170.85	100%	\$	\$ 8.54
108	Change Order #2	\$ 6,144.17	\$ 6,144.17	\$	\$	\$ 6,144.17	100%	\$	\$ 307.21
109	Change Order #3	\$ 5,072.19	\$ 5,072.19	\$	\$	\$ 5,072.19	100%	\$	\$ 253.61
110	Change Order #4	\$ 1,558.76	\$ 1,558.76	\$	\$	\$ 1,558.76	100%	\$	\$ 77.94
111	Change Order #5	\$ 755.60	\$ 755.60	\$	\$	\$ 755.60	100%	\$	\$ 37.78
112	Change Order #6	\$ 9,688.43	\$ 9,688.43	\$	\$	\$ 9,688.43	100%	\$	\$ 481.97
113	Change Order #7	\$ 2,302.70	\$ 2,302.70	\$	\$	\$ 2,302.70	100%	\$	\$ 115.14
114	Change Order #8	\$ 551.10	\$ 551.10	\$	\$	\$ 551.10	100%	\$	\$ 27.56
Security Doors & Hardware									
115	Doors & Hardware	\$ 5,000.00	\$ 5,000.00	\$	\$	\$ 5,000.00	100%	\$	\$ 250.00
Truman Flitt									
116	Asphalt/concrete: Alternate #1 area	\$ 34,337.00	\$	\$ 34,337.00	\$	\$ 34,337.00	100%	\$	\$ 1,716.85
117	Asphalt/concrete: Alternate #2 area	\$ 38,014.00	\$	\$ 38,014.00	\$	\$ 38,014.00	100%	\$	\$ 1,900.70
118	Asphalt/concrete: Alternate #3 area	\$ 61,148.00	\$	\$ 61,148.00	\$	\$ 61,148.00	100%	\$	\$ 3,057.40
119	Change Order #6	\$ 11,848.00	\$	\$ 11,848.00	\$	\$ 11,848.00	100%	\$	\$ 592.40
Clancy Coleman									
120	Bldg 1 Site Demo, Earthwork	\$ 9,976.00	\$	\$ 9,976.00	\$	\$ 9,976.00	100%	\$	\$ 498.80
121	Change Order #5	\$ 6,705.00	\$	\$ 6,705.00	\$	\$ 6,705.00	100%	\$	\$ 335.25
122	Change Order #6	\$ 3,523.00	\$	\$ 3,523.00	\$	\$ 3,523.00	100%	\$	\$ 176.15
123	Change Order #8	\$ 4,890.00	\$	\$ 4,890.00	\$	\$ 4,890.00	100%	\$	\$ 244.50
Precision Millworks									
124	Countertops	\$ 2,890.05	\$ 2,890.05	\$	\$	\$ 2,890.05	100%	\$	\$ 144.50
Page 2 SUB TOTAL									
		\$ 289,115.35	\$ 11,350.43	\$ 277,764.92	\$	\$ 289,115.35		\$	\$ 14,453.77

PARTIAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF SANGAMON

TO ALL WHOM IT MAY CONCERN:

WHEREAS, THE UNDERSIGNED EVANS CONSTRUCTION CO.

HAS BEEN EMPLOYED BY SPRINGFIELD ELECTRIC

TO FURNISH GENERAL WORK

FOR THE SPRINGFIELD ELECTRIC WARBY HOUSE REMODEL

IN THE CITY SPRINGFIELD AND STATE OF ILLINOIS
AS GENERAL CONTRACTOR,

THE AMOUNT DUE SAID EVANS CONSTRUCTION CO. FOR LABOR, WORK AND
MATERIAL FURNISHED TO DATE UPON SAID CONTRACT IS ESTIMATED AT
\$326,734.85 (THREE HUNDRED TWENTY SIX THOUSAND SEVEN HUNDRED FOURTEEN
DOLLARS AND EIGHTY FIVE CENTS) THE CONTRACT PRICE FOR THE WORK, LABOR AND
MATERIALS ON SAID PREMISES TO BE PAID UPON THE COMPLETION OF SAID WORK IS
\$322,734.85 (THREE HUNDRED TWENTY SEVEN THOUSAND SEVEN HUNDRED
FOURTEEN DOLLARS AND EIGHTY FIVE CENTS)

NOW, THEREFORE, IN CONSIDERATION OF THE SUM OF \$210,734.15 (TWO HUNDRED
TEN THOUSAND SEVEN HUNDRED THIRTY FOUR DOLLARS AND FIFTEEN CENTS) HAND
PAID UPON SAID CONTRACT, AND OTHER GOOD AND VALUABLE CONSIDERATIONS,
RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, SAID EVANS CONSTRUCTION CO.
DOES HEREBY WAIVE AND RELEASE THE LIEN OR CLAIM OR RIGHT OF LIEN ON THE
ABOVE DESCRIBED BUILDING AND PREMISES, TO THE EXTENT OF THE CASH PAYMENT
WHICH HAS BEEN RECEIVED ON ACCOUNT OF LABOR OR MATERIALS OR BOTH
FURNISHED UPON SAID PREMISES.

GIVEN UNDER HAND AND SEAL THIS 30TH OF DECEMBER, 2023

EVANS CONSTRUCTION CO. (SEAL)


Tracy Crowley, Corporate Secretary

DO NOT MAIL

Claim for Moving Expenses

CLAIM # 3

Route 10th Street Rail Corridor Project Springfield Rail Improvement Project
Section Usable Segment 6B Job No. _____
County Sangamon Parcel SR0097 Unit 02

☒ Business ☐ Farm Operation ☐ Nonprofit Organization
Residential: ☒ Actual ☐ Fixed Mobile Home: ☐ Actual ☐ Fixed

Claimant: Springfield Electric Supply Company

Mailing Address: 700 N. 9th Street
Springfield, Illinois 62703
City State Zip

Address of Acquired Property: A portion of 700 N. 9th Street
Springfield, Illinois 62903
City State Zip

Address of Replacement Property: On the remainder - 700 N. 9th Street
Springfield, IL 62703
City State Zip

Date(s) of Move: Work completed - Labor and Miscellaneous moving

We certify that on 09/01/2023, Central Illinois Security, Inc. completed the installation of our relocated security system at 700 N. 7th Street, Springfield, Illinois, and provided attached invoice #210949. We now qualify for a payment of \$50,355.00 for eligible moving expenses as supported by the attached documentation. No previous reimbursement or compensation has been received for this or any portion of this claim.

We grant permission to the City of Springfield to dispose of any or all personal property abandoned by us or others on the subject property on and after this date. We absolve the City of Springfield of any and all responsibility or liability for damages in connection with the disposition of the abandoned property. We also agree that any or all items of property which have been moved are personal and we release and absolve the City of Springfield from any and all liability for payment for such items as ready.

We certify that we and/or each family member, and/or each owner of an unincorporated business, farm or nonprofit organization,
☐ a United States citizen ☐ a national of the United States ☐ an alien who is lawfully present in the United States
☒ a corporation authorized to conduct business within the United States.

We understand that falsification of any kind in connection with this claim may result in prosecution under state and/or federal laws and forfeiture of the claim in its entirety.

10/23/24 Gary King 37-0739309
Date Signature FEIN

Date _____ FEIN _____

I certify that the claimant occupied all or a portion of the improvements on the subject parcel and has performed a portion of the work necessary and is now eligible for the expenses claimed.

10/23/24 Steven L. Warren
Date City Relocation Representative
Approved: 11/30/24 Nate B...
Date City of Springfield



Central Illinois Security, Inc.
2451 W. Monroe St.
Springfield, IL 62704
217.787.4970

Invoice

DATE	INVOICE #
9/24/2024	210949

BILLING ADDRESS

SERVICE ADDRESS

Springfield Electric
700 North Ninth Street
Springfield, IL 62708

Springfield Electric
700 North Ninth Street
Springfield, IL 62708

GO TO WWW.CENTRALILLINOISSECURITY.COM
AND YOU CAN EASILY PAY YOUR BILL ONLINE

DON'T FORGET TO CHECK US OUT ON FACEBOOK TOO

P.O. NO.	TERMS	Account #
	Net 30	2138

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Phase 1		
1	Hanwah Wisenet 1U Network Video Recorder with 4 Professional Licenses and 80TB HD	11,950.00	11,950.00
11	HANWHA TECHWIN QNE-8011R Wisenet Q Mini Network Outdoor Flateye Camera, 5MP @ 30fps, 2.8mm Fixed Focal Lens (104)	375.00	4,125.00
11	Adaptor Plate for Single, double 4" Octagon Box Hanwha Camera	35.00	385.00
2	Hanwha SBP-125WMW1 Camera Wall Mount, White	70.00	140.00
5	HANWHA TECHWIN QNO-C9083R Wisenet Q Network Outdoor Vandal Bullet Camera, 4K @ 30fps, Motorized Vari-focal Lens 3.2-10.2mm (H: 104-31 / V: 55-17)	775.00	3,875.00
5	HANWHA TECHWIN SBO-140BW Back Box For Bullet Cameras	80.00	400.00
2	HANWHA TECHWIN PNM-9085RQZ1 NETWORK PTRZ-DOME-CAMERA MULTI-SENSOR MULTI-DIRECTIONAL4 SENSO X5MP, MAX8MP	3,030.00	6,060.00
2	HANWHA TECHWIN SBP-300KMW1 Corner Mount Adapter Accessory, Use With SBP-300WMW1, White Color, Made Of Aluminum	80.00	160.00
Total			



Central Illinois Security, Inc.
2451 W. Monroe St.
Springfield, IL 62704
217.787.4970

Invoice

DATE	INVOICE #
9/24/2024	210949

BILLING ADDRESS

SERVICE ADDRESS

Springfield Electric
700 North Ninth Street
Springfield, IL 62708

Springfield Electric
700 North Ninth Street
Springfield, IL 62708

GO TO WWW.CENTRALILLINOISSECURITY.COM
AND YOU CAN EASILY PAY YOUR BILL ONLINE

DON'T FORGET TO CHECK US OUT ON FACEBOOK TOO

P.O. NO.	TERMS	Account #
	Net 30	2138

QUANTITY	DESCRIPTION	RATE	AMOUNT
2	HANWHA TECHWIN SBP-317HMW Cap Adapter, Mount Screw Size: PF 1 1/2", White	75.00	150.00
2	HANWHA TECHWIN SBP-390WMW2 Wall Mount Arm (White)	210.00	420.00
1	Trendnet 16 Port POE Switch	780.00	780.00
1	HANWHA TECHWIN WAVE-PRO-08 WAVE, 8x IP camera license	1,275.00	1,275.00
1	Hanwha WAVE-PRO-04 WAVE 4x IP Camera License	675.00	675.00
2	HANWHA VISION WAVE-PRO-01 WAVE, 1X IP CAMERA LICENSE	170.00	340.00
1	MISC PARTS AND CONDUIT	740.00	740.00
1	UNIFI SWITCH 8 150W 24V,802 3AF/AT POE	330.00	330.00
6	Wire	160.00	960.00
2	Game Changer Cable	2,800.00	5,600.00
1	SMART-UPS SMARTCONNECT,1000VA REMOTE MONT, (6)5- 15R,120V-R/M5-15P-- 8FT, BLAC	1,155.00	1,155.00
1	Labor Commercial	15,130.00	15,130.00
1	Equipment Rental	1,500.00	1,500.00
6	Connectors for DigitalMedia™ Ultra Cables, 20 Pack	30.00	180.00
	Sales Tax	9.75%	0.00
		Total	\$56,355.00 \$56,330.00

EFFECTIVE 2/1/2024 MONITORING FEES WILL INCREASE BY \$3.00 PER MONTH PER SITE.

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-60
DATE OF 1ST READING: 11/19/2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Nathan Bottom

PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Real Estate FISCAL IMPACT: \$ 75,355.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING RELOCATION EXPENSES FOR THE RELOCATION OF THE PERSONAL PROPERTY LOCATED ON PARCEL SR0097, 700 N. 9TH STREET IN AMOUNT NOT TO EXCEED \$75,355.00.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

transaction summary

Claim #2 & Sup Docs

Claim #3 & Sup Docs

CONTRACTOR / VENDOR NAME: Springfield Electric Supply Company

VENDOR NO:

CONTRACT TERM: completion

CONTRACT #

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$75,355.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☐ Low Bid

☐ Other:

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception:

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2301 \$ 75,355.00
2					
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for relocation expenses for the acquisition of property located at 700 N. 9th Street. The relocation assistance is required for public purposes, specifically associated with the Springfield Rail Improvements Projects, Usable Segment 6B. The relocation costs are in compliance with the Federal Uniform Relocation Act.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE ACCEPTING THE LOWEST BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW25-10-33 WITH M-B COMPANIES, INC. FOR A NEW 2024 ISUZU FTR PAINT TRUCK AND A 5-YEAR MAINTENANCE AGREEMENT WITH THE TRADE IN OF A 1996 FORD KELLY-CRISWELL PAINT TRUCK, IN AN AMOUNT NOT TO EXCEED \$448,129.00, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest bidder; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that M-B Companies, Inc. has submitted the lowest bid meeting specifications for the purchase a new 2024 Isuzu Paint Truck and a 5-year maintenance agreement with the trade in of a 1996 Ford Kelly-Criswell Paint Truck for an amount not to exceed \$448,129.00; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW25-10-33; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to M-B Companies, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the bid from and authorizes execution of Contract No. PW25-10-33 with M-B Companies, Inc. for a new 2024 Isuzu Paint Truck and a 5-year maintenance agreement with the trade in of a 1996 Ford Kelly-Criswell Paint Truck for an amount not to exceed \$448,129.00.

Section 2: That the Office of Budget and Management is hereby authorized to pay M-B Companies, Inc. an amount not to exceed \$448,129.00 from account number 095-110-WORK-24GO-1504 upon satisfactory performance of the contract.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

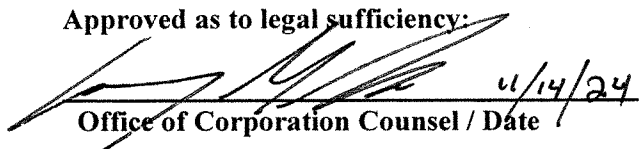
Mayor Misty Buscher

ATTEST: _____

City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/14/24
Office of Corporation Counsel / Date



2024-486

BID TABULATION AND RECOMMENDATION

Contract PW25-10-33 Paint Truck for Public Works

Bidder:	Bid	Adder #1 5-year Mx. Agrmt.	Adder #2 Trade-in 30190	Notes
Core Equipment USA, Inc Mike Lindell 3825 23rd St Baker City, OR 97814 541-377-6244 mlindell@coreequipment.ca	\$825,000.00	\$25,000.00 annually	-\$30,000.00	
M-B Companies, Inc. Liz Fry 1615 Wisconsin Av New Holstein, WI 53061 570-599-1217 liz.fry@aeabi-schmidt.com	\$458,129.00	\$5,000.00 annually	-\$35,000.00	
Vogel Traffic Services, Inc. dba EZ Liner Loren Wynia 1920 Albany PI SE Orange City, IA 51041 712-539-9278 loren.wynia@ezliner.com	NO BID	NO BID	NO BID	

Recommendation: Award contract to M-B Companies, Inc.

REVIEWED
COMMITTEE ON STANDARDIZATIONS
AND SPECIFICATIONS

NOV 05 2024

BY


CHAIRMAN

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-55
DATE OF 1ST READING: 11-19-24

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth
PHONE NUMBER: 217-789-2255 x5227EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Low Bid FISCAL IMPACT: \$448,129.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT PW25-10-33 WITH M-B COMPANIES, INC. FOR A NEW 2024 ISUZU FTR PAINT TRUCK WITH A 5-YEAR MAINTENANCE AGREEMENT WITH THE TRADE IN OF A 1996 FORD KELLY-CRISWELL PAINT TRUCK FOR AN AMOUNT NOT TO EXCEED \$448,129.00 FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Contracts

CONTRACTOR / VENDOR NAME: M-B Companies, Inc.

VENDOR NO:

CONTRACT TERM: Delivery + 5 years

CONTRACT #

PW25-10-33

Change in Scope

Yes ☐No ☐

CONTRACT AMOUNT: \$448,129.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid☐ Other:Is Purchasing Agent approval required? No ☐ Yes ☒☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☐ Yes ☒☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	094	110	WORK	24GO	1504	\$448,129.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance will authorize the purchase of a new 2024 Isuzu FTR Paint Truck with the trade in of a 1996 Ford Kelly-Criswell Paint Truck and 5-year maintenance agreement.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S:\Excel\FORMS\24-55 Ord Paint Truck

The information supplied on this form is not confidential information.

Revised 5/26/04

2024-486

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF DCEO GRANT NO. 24-411048 FROM THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, IN THE AMOUNT OF \$499,878.00, TO BE USED FOR THE UPGRADE OF THE CAPITOL STREET AND 5th STREET INTERSECTION, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity has approved DCEO Grant No. 24-411048, in the amount of \$499,878.00 for the upgrade of the Capitol Avenue and 5th Street intersection; and

WHEREAS, it is in the best interest of the City of Springfield to accept this DCEO Grant from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, a copy of the DCEO Grant No. 24-411048 shall be on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the DCEO Grant No. 24-411048, in the amount of \$499,878.00, from the Illinois Department of Commerce and Economic Opportunity to be used for the upgrade of the Capitol Avenue and 5th Street intersection. The Mayor and the City Clerk are hereby authorized to execute any documents needed on behalf of the City of Springfield, Illinois.

Section 2: The Office of Budget and Management is hereby directed to make necessary deposit of funds into revenue account 095-110-WORK-CARS-1845.

Section 3: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 4: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher


Office of Corporation Counsel/ Date 4/14/24

State of Illinois

UNIFORM GRANT BUDGET TEMPLATE

Agency: Illinois Department of Commerce and Economic Opportunity	State FY: 2025	
Grantee: City of Springfield	DUNS Number: 25955852	
NOFO Number:	CSFA Number:	Grant Number: 24-411048
CSFA Description:		

Section A: State of Illinois Funds

Revenues

State of Illinois Grant Amount Requested \$499,878.00

Budget Expenditure Categories

1. Personnel (200.430)		
2. Fringe Benefits (200.431)		
3. Travel (200.474)		
4. Equipment (200.439)		
5. Supplies (200.94)		
6. Contractual/Subawards (200.318 and .92)	\$49,878.00	\$49,878.00
1006 CONTRACTUAL SERV. AND SUBAWARD		
7. Consultant (200.459)		
8. Construction		
9. Occupancy (200.465)		
10. Research and Development (200.87)		
11. Telecommunications		
12. Training and Education (200.472)		
13. Direct Administrative Costs (200.413)		
14. Miscellaneous Costs		
15. Grant Exclusive Line Item(s)	\$450,000.00	\$450,000.00
1015 CAPITAL PROJECTS		
16. Total Direct Costs (add lines 1-15)	\$499,878.00	\$499,878.00
17. Total Indirect Costs (200.414)		
Rate: %		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17)	\$499,878.00	\$499,878.00

2024-487

Grantee:

NOFO Number:

Grant Number:

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options. If not reimbursement is being requested please consult your program office regarding possible match requirements.

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- ☐ Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from you State Cognizant Agency on an annual basis;
- ☐ Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- ☐ Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity or Restricted Rate Programs).

Select ONLY One:

- ☐ 1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations.
- ☐ 2a) Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year pursuant to 2 CFR 200, Appendix IV(c)(2)(c).
- ☐ 2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than 3 months after the effective date of the State award pursuant to 2 CFR 200 Appendix (C)(2)(b). The initial ICRP will be sent to the State of Illinois Indirect Cost unit.
- ☐ 3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards pursuant to 2 CFR 200.414 (C)(4)(f) and 200.68.
- ☐ 4) For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
☐ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
☐ complies with other statutory policies.
- ☒ 5) No reimbursement of Indirect Cost is being requested.

Rate: %

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered By NICRA:

From:

To:

Approving Federal or State Agency:

2024-487

% The Distribution Base Is:

Indirect Cost Rate:

Grantee:

NOFO Number:

Grant Number:

2024 - 487

Section B1: Non-State of Illinois Cash Funds

Revenues

Grantee Cash Match Requirement:

%

b) Cash Match

\$499,878.00

c) other Funding and Contributions

Total Non-State Cash Funds (lines b-c)

\$499,878.00

Budget Expenditure Categories

1. Personnel (200.430)

2. Fringe Benefits (200.431)

3. Travel (200.474)

4. Equipment (200.439)

5. Supplies (200.94)

6. Contractual/Subawards (200.318 and .92)

5006 MATCH-CONTRACTUAL

\$149,878.00

\$149,878.00

7. Consultant (200.459)

8. Construction

9. Occupancy (200.465)

10. Research and Development (200.87)

11. Telecommunications

12. Training and Education (200.472)

13. Direct Administrative Costs (200.413)

14. Miscellaneous Costs

15. Grant Exclusive Line Item(s)

5015 MATCH-CAPITAL PROJECTS

16. Total Direct Costs (add lines 1-15)

17. Total Indirect Costs (200.414)

Rate:

%

Base:

18. Total Costs Non State Cash Funds (Lines 16 and 17)

\$499,878.00

\$499,878.00

Grantee:

NOFO Number:

Grant Number:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Institution/Organization:		Institution/Organization:	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Phone:		Phone:	
Date:		Date:	

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Springfield**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and City of Springfield (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

CITY OF SPRINGFIELD

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative *GBM*

Date: _____

Printed Name: Misty A Buscher

Printed Title: Mayor

Email: misty.buscher@springfield.il.us

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“GATU” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **07/01/2024** and expires on **06/30/2025** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$499,878.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. **Award Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-27-2645 and the CSFA Name is Tourism Attractions & Festivals Grant Program. If applicable, the State Award Identification Number (SAIN) is 2645-40976.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. **Registration Certification.** Grantee certifies that: (i) it is registered with SAM and **VBD7LLHA3M3** is Grantee's correct UEL; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. **Tax Identification Certification.** Grantee certifies that: **376002037** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	☐ P = partnership
☒ Governmental Unit	☐ C = corporation
☐ Estate or Trust	

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

3.4. **Representations and Use of Funds.** Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used

State of Illinois

GRANT AGREEMENT FISCAL YEAR 2025

Page 5 of 45

2024-487

only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, **PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation**. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. **Management of Program Income.** Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. **Certification.** This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If

Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, but expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. **Performance of Audits.** For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. **Delinquent Reports.** When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the

Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317–200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose.

Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies

available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation,

federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE controls. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in PART TWO or PART THREE, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 665/1 section 8a(2).

The purpose of this authority is as follows:

The intent of the Tourism Attractions & Festivals Grant Program is to provide grants to assist tourism, travel and hospitality industries in recovering from the COVID-19 Pandemic.

PROJECT DESCRIPTION:

The Tourism Attractions & Festivals Grant Program will provide funds to units of local government, counties, municipalities, not-for-profit organizations, local promotion groups and for-profit businesses for the development or improvement of tourism attractions and for festivals/events located in Illinois.

A portion of this overall program will provide funds to support the safe reopening of businesses in the tourism, travel, and hospitality industries and to business districts that were closed during the COVID-19 public health emergency, as well as aid for a planned expansion or upgrade of tourism, travel, and hospitality facilities delayed due to the pandemic.

Another portion of this overall program will provide funds to assist with the revitalization of the extremely hard-hit tourism, travel, and hospitality industries by bringing back new and returning tourism attractions and festivals/events to our state. This will help to put the tourism, travel, and hospitality industries on the path to economic recovery from the COVID-19 pandemic.

The Grantee is a governmental entity providing services to the residents of Springfield, Illinois in Sangamon County.

The Y Block, also referred to as the North Mansion Block Plaza, is located on the Jackson Street Corridor, the central connector of the Lincoln Home area to the Capitol Complex in the heart of downtown Springfield. The block formerly held the Lincoln Hotel, the Roxy Theatre, and the YWCA. In 2018, the Grantee completed a multi-million-dollar Illinois Realtors Bicentennial Plaza and an underground Y Block pre-development stormwater retention project. The Bicentennial Plaza is a pedestrian entertainment corridor that connects 6th and 5th Streets on Jackson Street. The Grantee integrated the plaza streetscape design along the Jackson Street Corridor to 4th Street, providing continuity with the Governor's Mansion and the Y Block.

In 2019, the Y Block became an activated space for festivals. It was selected as the beneficiary site for the 10-week Levitt AMP Concert Series, which uses music genres to bring together people of different ethnicities and income levels. Heading into 2020, Springfield was on pace to have a record tourism year with 60% hotel occupancy from convention and tourism activity. The COVID-19 pandemic devastated the Capital City, especially the downtown, on two fronts — conventions were canceled and tourism was limited; and the hundreds of state employees who normally work downtown switched to remote work. Downtown foot traffic has never recovered. A fully accessible programmable ACE (Arts, Cultural, and Entertainment) area will spur the economic recovery and provide a much-needed outdoor quality of life amenity downtown.

The green space in front of the Governor's Mansion that is used for the Levitt AMP Concert Series is primarily an undeveloped grass lawn that is difficult for people with disabilities and others to navigate. A stage and portable

toilets are rented for festivals. The overall concept for Y Block redevelopment includes Illinois budget line-item funding to the Department of Natural Resources "for design, construction, improvements and other capital expenditures for the development of the Governor's Mansion block." The Grantee plans to transfer ownership of the mostly undeveloped green space that is currently being used for festivals to the Illinois Department of Natural Resources. The Grantee will retain ownership of the surrounding infrastructure including the intersection of Capitol Avenue and 5th Street. That area needs streetscaping and pedestrian improvements to improve continuity and ADA access to the Plaza.

Grant funds will be used for a portion of the costs associated with redevelopment of the North Mansion Block Plaza or Y Block corridor leading to the Plaza at the intersection of Capitol Avenue and 5th Street in Springfield, Illinois including demolition, site preparation, and intersection reconstruction. Match funds will be used for streetscape enhancements such as landscaping and artistic elements along the roadway for the pedestrian-focused corridor as well as construction engineering services.

Grant funds, in addition to the other matching sources, will specifically be used for:

Contractual Services – to include costs associated with preliminary design/engineering services to complete construction documents for bidding including pavement, intersection, drainage, lighting & traffic signal design, plan preparation, special provisions, and estimate of cost and time.

Capital Projects – to include costs associated with

- demolition and site preparation including removal of asphalt, curb, and sidewalk; and
- construction management and oversight of the project including contractor mobilization, construction layout, and traffic control; and
- reconstruction of the intersection of Capitol Avenue and 5th Street such as purchase and installation of concrete pavement, curb and gutter, pavement markings, drainage items, ADA compliant sidewalks, and lighting.

Costs for all other activities and items necessary for completion of this overall project will be covered by the required Match funding from other funding sources.

Completion of this project will benefit the public by significantly increasing the number of visitors to the City of Springfield. Increased visitation results in higher hotel occupancy rates, more restaurant meals served and boosted discretionary spending by tourists. These activities generate increased tax revenue and hours of labor required to meet the visitors' needs.

EXHIBIT B

DELIVERABLES OR MILESTONES

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Misty A Buscher
Title: Mayor
Address: 300 S 7TH ST
Springfield, IL 62701-1613

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Libby Shawgo
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-785-9921
TTY#: (800) 785-6055
Email: Libby.D.Shawgo@Illinois.gov
Address:

GRANTEE CONTACT

Name: Nathan Bottom
Title: Chief City Engineer
Address: 300 S 7TH ST
Springfield, IL 62701-1613
Phone: 217-789-2255
TTY#: N/A
Email: nathan.bottom@springfield.il.us
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: externalauditunit@illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT QUESTIONS—PROGRAM ACCOUNTANT

Name: Lucy Tankoua
Email: lucy.tankoua@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

2024-487

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

Programmatic Risk Assessment (PRAQ)

PRAQ Section:	02b - History of Performance, External:
Conditions:	Grantee must report performance data for the sub-grantee/sub-recipient/sub-award plus, report on sub-grantee/subrecipient/sub-award project monitoring.
Timeframe:	Agency re-examines in 6 months;

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

There were no conditions resulting from the Merit-Based Review.

PART TWO – GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, Grantor has the following additional requirements for its Grantee:

ARTICLE XXIII AUTHORIZED SIGNATORY

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

ARTICLE XXIV ADDITIONAL AUDIT PROVISIONS

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

ARTICLE XXV ADDITIONAL MONITORING PROVISIONS

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

ARTICLE XXVI ADDITIONAL INTEREST PROVISIONS

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(9), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. Restrictions on Line Item Transfers. Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but vary more than ten percent (10%) of the current approved Budget line item amount, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. Grantee Representations and Warranties. In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) Are not presently indicted for, or otherwise criminally or civilly charged, by a government entity (federal, state or local) with commission of any of the offenses enumerated in subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity associated

with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

**ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS**

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) Personal Information Defined. As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) Protection of Personal Information. The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) Security Assurances. Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) Breach Response. In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) Injunctive Relief. Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) Compelled Access or Disclosure. The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement; (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

**ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE**

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

January 2025

- Monthly Periodic Financial Report (01/15/2025) - Covering Period of 07/01/2024 - 12/31/2024; Send To: Grant Manager
- Monthly Periodic Performance Report (01/15/2025) - Covering Period of 07/01/2024 - 12/31/2024; Send To: Grant Manager

February 2025

- Monthly Periodic Financial Report (02/17/2025) - Covering Period of 01/01/2025 - 01/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (02/17/2025) - Covering Period of 01/01/2025 - 01/31/2025; Send To: Grant Manager

March 2025

- Monthly Periodic Financial Report (03/17/2025) - Covering Period of 02/01/2025 - 02/28/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (03/17/2025) - Covering Period of 02/01/2025 - 02/28/2025; Send To: Grant Manager

April 2025

- Monthly Periodic Financial Report (04/15/2025) - Covering Period of 03/01/2025 - 03/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (04/15/2025) - Covering Period of 03/01/2025 - 03/31/2025; Send To: Grant Manager

May 2025

- Monthly Periodic Financial Report (05/15/2025) - Covering Period of 04/01/2025 - 04/30/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (05/15/2025) - Covering Period of 04/01/2025 - 04/30/2025; Send To: Grant Manager

June 2025

- Monthly Periodic Financial Report (06/16/2025) - Covering Period of 05/01/2025 - 05/31/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (06/16/2025) - Covering Period of 05/01/2025 - 05/31/2025; Send To: Grant Manager

July 2025

- Monthly Periodic Financial Report (07/15/2025) - Covering Period of 06/01/2025 - 06/30/2025; Send To: Grant Manager
- Monthly Periodic Performance Report (07/15/2025) - Covering Period of 06/01/2025 - 06/30/2025; Send To: Grant Manager

August 2025

- End of grant Closeout Financial Report (08/14/2025) - Covering Period of 07/01/2024 - 06/30/2025; Send To: Grant Manager
- End of grant Closeout Performance Report (08/14/2025) - Covering Period of 07/01/2024 - 06/30/2025; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Funding. There are three potential sources of funding for this Award: (1) the Coronavirus State Fiscal Recovery Fund ("SLFRF"); (2) the Build Illinois Bond Fund ("bond-funded"); and (3) the Rebuild Illinois Projects Fund. The specific source of funding may not be finally determined until sometime during the Award Term. Accordingly, all expenditures must be in compliance with the Grantor's bondability guidelines. If the source of Grant Funds awarded pursuant to this Agreement is from the SLFRF, the Grant Funds would be considered a subaward from the State's allocation from the SLFRF established by Section 602 of the Social Security Act, 42 USC 802. Grantee, therefore, will be required to comply with, and is subject to, all requirements of the SLFRF, the final rule implementing the SLFRF, effective April 1, 2022 (the "final rule"), (87 Fed. Reg. 4338, Jan. 27, 2022) and all other related rules and guidance issued by Grantor and the U.S. Department of the Treasury ("Treasury"), including, but not limited to the following:

(a) Recordkeeping Requirements.

(i) The SLFRF guidance issued by Treasury requires a longer records retention period than is required by paragraph 9.1 of this Agreement. Therefore, the Grantee is required to maintain, until December 31, 2031, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to this Award. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken. Grantee is responsible for ensuring all contractors and subrecipients, if applicable, adhere to these records retention requirements.

(ii) Grantee agrees to provide or make available all records related to this Award to Grantor or to Treasury upon request, and to any authorized oversight body, including, but not limited to, the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").

(b) Audits.

(i) Grantee may not use Grant Funds for costs for audits not performed in accordance with 2 CFR 200, Subpart F. Grantee also may be subject to audits as deemed necessary by authorized governmental entities, including Treasury, the GAO, the PRAC and the Treasury's OIG. Per Treasury Guidance, Grantee may be exempt from certain requirements in ARTICLE XII, as set forth below.

(ii) Notwithstanding the provisions in ARTICLE XII herein:

The financial statement audit thresholds and the requirement to submit a Consolidated Year-End Financial Report set forth in Article XII do not apply to this Award for all grantees. Further, if Grantee is a "for-profit" entity, the program-specific audit threshold and the requirement for Grantee to submit an annual audit to Grantor in ARTICLE XII, if applicable, also do not apply.

(c) Civil Rights Law Compliance. In addition to the other non-discrimination and Civil Rights law compliance required in this Agreement, Grantee also certifies it is in full compliance with the terms and provisions of all legal requirements of the Treasury relating to non-discrimination and non-discriminatory use of federal funds. These requirements include ensuring that Grantee does not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1 *et seq.*) and the Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681 *et seq.*) and the Treasury's implementing regulations, 31 CFR Part 28; and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*) and the Treasury's implementing regulations at 31 CFR Part 23.

(d) Reporting Requirements. In addition to the reporting requirements set forth in this Agreement, Grantee shall submit obligation and expenditure data and performance indicators and programmatic data as required by this section, the American Rescue Plan Act of 2021 and related federal guidance, in a format requested by Grantor. See Compliance and Reporting Guidance-State and Local Fiscal Recovery Funds, available at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>. To the extent possible, when applicable, Grantee should provide data disaggregated by race, ethnicity, gender, income, and other relevant factors as required by Grantor.

(i) Expenditure Category. For the purpose of the State of Illinois' required quarterly reports for its allocation from the SLFRF, this Award falls within the following expenditure category ("EC") 2.37.

(ii) Quarterly Reporting (other than Infrastructure projects, EC 5.1 – 5.21). Grantee is required to report the following information with its quarterly report:

1. Project Demographic Distribution (EC 1.1-2.37) For projects that address the Public Health or Negative Economic Impacts of COVID-19, Grantee must report on whether the project associated with this Award is targeted to "impacted" and "disproportionately impacted" communities, as defined by the final rule and related federal guidance. Grantees should be prepared to report the following:

- The impacted and/or disproportionately impacted populations which this Award primarily serves. See Compliance and Reporting Guidance- State and Local Fiscal Recovery Funds (September 20, 2022) at pp. 20-21.

2. Public Health and Negative Economic Impacts (EC 1.1-3.5)

- Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced
- Brief description of how Grantee's response is related and reasonable and proportional to a public health or negative economic impact of COVID-19

3. Healthy Childhood Environments (EC 2.11-2.13, 2.37)

- Number of children served by childcare and early learning (pre-school/pre-K/ages 3-5)
- Number of families served by home visiting

4. Negative Economic Impacts (EC 2.1 – 2.37)

- Number of workers enrolled in sectoral job training programs
- Number of workers completing sectoral job training programs
- Number of people participating in summer youth employment programs

5. Use of Evidence (EC 1.4, 1.11- 1.13, 2.1-2.4, 2.6, 2.7, 2.9-2.20, 2.25, 2.26, 2.30, 2.32, 2.33, 2.37)

- The dollar amount of the total project spending that is allocated towards evidence-based interventions
- Indicate if a program evaluation of the project is being conducted –
 - Note: Grantees are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted.
 - If a program evaluation is being conducted in lieu of evidence-based interventions, Grantee must describe the evaluation design including whether it is a randomized or quasi-experimental design; the key research questions being evaluated; whether the study has sufficient statistical power to disaggregate outcomes by demographics; and the timeframe for the completion of the evaluation.
 - Grantee must notify Grantor when the program evaluation has been completed, as the State will be required to post the evaluation publicly and link to the completed evaluation in its annual reporting.

(iii) Annual Reporting-Recovery Plan Performance Report. The State of Illinois is annually required to publish and submit to Treasury a Recovery Plan Performance Report. Grantor may provide data from Grantee's quarterly reports to the Governor's Office of Management and Budget or a designee for submission with the State's Recovery Plan Performance Report. Grantee may be required to provide additional data for annual reporting as requested by Grantor or as required by subsequent updates to Treasury guidance.

(e) Publications. If funded by the SLFRF, any publications produced with Grant Funds from this Award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of the Treasury."

(f) Protections for Whistleblowers. In accordance with 41 USC 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or

safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this paragraph, in the predominant native language of the workforce.

(g) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(h) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

(i) Disclosure to Treasury and Public Disclosure. Grantor is required to provide detailed obligation and expenditure information to Treasury for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made from SLFRF funds that are greater than \$50,000. Grantee acknowledges that identifying and demographic information (e.g. DUNS/UEI/FEIN number and location); the award date, type, amount and description; award payment method; and any other information contained within this Agreement may be subject to disclosure to Treasury by Grantor, the Governor's Office of Management and Budget, and/or their designees. Grantor cannot guarantee the information provided to Treasury will remain confidential. Subject to federal statutes governing confidentiality of personal identification information (e.g. 42 USC 405), Treasury will make data submitted by Grantor and other State entities publicly available. See Project and Expenditure Report User Guide, <https://home.treasury.gov/system/files/136/Jul-2023-PE-Report-User-Guide.pdf>.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 1.4. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____ Illinois State Historic Preservation Office _____	_____	_____

☐	Illinois Dept. of Agriculture	☐	☐
☒	Illinois Dept. of Natural Resources	☐	☒
☐	Illinois Environmental Protection Agency	☐	☐
☐	NONE APPLICABLE	☐	☐

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Exhibit C herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**
- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4 Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will

guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5 Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (see 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6 Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7 Compliance with the Employment of Illinois Workers on Public Works Act. Grantee acknowledges that it is required to comply with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*) (the "Act"), which provides that whenever there is a period of excessive unemployment in Illinois (as defined by the Act), if the Grantee is using Grant Funds for (1) constructing or building any public works, or (2) performing the clean-up and on-site disposal of hazardous waste for the State of Illinois or any political subdivision of the State, then the Grantee shall employ at least 90% Illinois laborers on such project. Illinois laborers refers to any person who has resided in Illinois for at least 30 days and intends to become or remain an Illinois resident. Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the grant manager within the first quarter of the Award Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the Grantee; and (d) be approved by the grant manager. In addition, every contractor on a public works project or improvement or hazardous waste clean-up and on-site disposal project in this State may place on such work no more than 3 (or 6 in the case of a hazardous waste clean-up and on-site disposal project) of the contractor's regularly employed non-resident executive and technical experts.

37.8 Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7, and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 30.1, unless specifically notified by Grantor that Grantee may do so.

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 11/19/2024OFFICE REQUESTING: Office of Public WorksCONTACT PERSON: Matt GairaniPHONE NUMBER: 789-2255EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Grant Award FISCAL IMPACT: \$ 499,878.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ACCEPTANCE AND EXECUTION OF DCEO GRANT # 24-411048 FROM THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY IN THE AMOUNT OF \$499,878.00 FOR THE OFFICE OF PUBLIC WORKS,

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Grant Award

DCEO Grant # 24-411048

CONTRACTOR / VENDOR NAME: N/A

VENDOR NO: _____

CONTRACT TERM: N/AChange in Scope Yes ☐ No ☐CONTRACT AMOUNT: 499,878.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Other: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☒ Yes ☐☐ Low Bid Meeting Specs☐ Exception: _____Is Purchasing Agent approval attached? No ☒ Yes ☐☐ Low Evaluated Bid

Code Provision: _____

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1845	\$ 499,878.00
2				CARS		
3						
4						

Rmm

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

This ordinance will authorize the acceptance and execution of DCEO Grant #24-411048 to be used for the upgrade of the Capitol Ave. and 5th St. intersection. .

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

2024-487

2024-488

AN ORDINANCE AUTHORIZING THE PURCHASE OF THREE NEW 2026 INTERNATIONAL TANDEM AXLE DUMP TRUCKS FROM RUSH TRUCK CENTERS OF ILLINOIS IN AN AMOUNT NOT TO EXCEED \$691,870.00, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Public Works department desires to purchase three new 2026 International Tandem Axle Dump Trucks from Rush Truck Centers of Illinois; and

WHEREAS, Rush Truck Centers of Illinois is willing to provide three new 2026 International Tandem Axle Dump Trucks in an amount not to exceed \$691,870.00; and

WHEREAS, the City Purchasing Agent has made a determination, in writing, that this purchase is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.50 (3) as this is a joint purchase under Sourcewell Contract 032824-NVS; and

WHEREAS, pursuant to the above determination, the City Purchasing Agent recommends purchase of three new 2026 International Tandem Axle Dump Trucks in an amount not to exceed \$691,870.00; and

WHEREAS, a copy of the purchase agreement shall be on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes the purchase of three new 2026 International Tandem Axle Dump Trucks in an amount not to exceed \$691,870.00 for the Office of Public Works. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Rush Truck Centers of Illinois (VC*3752) in an amount not to exceed \$691,870.00 from account 094-110-WORK-24GO-1503.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/15/24
Office of Corporation Counsel / Date

2024-488



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Matt Gairani
Office of Public Works

FROM: Mike Lesko, Purchasing Agent

DATE: November 4, 2024

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to Rush Truck Centers of Illinois for the purchase of three (3) Tandem Axle Dump Trucks for the Office of Public Works.

The Sourcewell Joint Purchasing Contract Number is #032824-NVS

Pursuant to Article 38.50 (3) of the Purchasing Code of the City of Springfield, this purchase is exempt from the City's requirement for Sealed Competitive Bids as this purchase will be made off of a Sourcewell Purchasing Alliance contract available for joint purchasing.

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded formerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:	
Sourcewell Member:	City of Springfield		Rush Truck Centers
Contact:	Joe Catalano		Christopher S. Wilson
Address:	301 N. 17th Street		
City/State/Zip:	Springfield, IL 62702		
Phone:	217-789-2246		
Email:	joe.catalano@springfield.il.us		

Proposal Number	22771
Date	10/24/2024
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	1

Chassis			
New 2026 International HV507 6x4 Chassis			\$ 173,122.00
Base Chassis List	\$ 122,474.00		
Options List	\$ 50,648.00		
Sourcewell Contract Discount	31.0%	\$ (53,740.57)	
Volume Incentive		\$ -	
Material Price Increases		\$ -	
Net Sourcewell Chassis Price		\$ 119,381.43	
Sourcewell Partner Body			
Monroe body and Equipment with Pre-Wet		\$ 108,880.00	
Handling Fee		\$ -	
Non-Sourcewell Dealer Supplied Body			
		\$ -	
Handling Fee		\$ -	
Additional Post Build Work			
		\$ -	
		\$ -	
Handling Fee	5.00%	\$ -	
Service Contracts			
		\$ -	
		\$ -	
		\$ -	
Additional Freight			
		\$ -	
		\$ -	
Additional Floorplan			
		\$ 2,188.65	
		\$ -	
Additional Fees & Taxes			
License and Municipal Plat		\$ 173.00	
		\$ -	
		\$ -	
Final Sourcewell Per Vehicle Price FOB Springfield, Illinois		\$ 230,623.08	
Final Sourcewell Total Vehicle(s) Price		\$ 230,623.08	
Additional Sourcewell Qualified Content			
Silver Package Award		\$1,200	

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

ORDINANCE FACT SHEET

REQUEST FORM NO:

DATE OF 1ST READING:

11-19-2024

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: 217.789.2255

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Government Cooperative Purchasing FISCAL IMPACT: \$691,870.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF THREE NEW 2026 INTERNATIONAL TANDEM AXLE DUMP TRUCKS FROM RUSH TRUCK CENTERS OF ILLINOIS, INC. IN AN AMOUNT NOT TO EXCEED \$691,870.00 UNDER SOURCEWELL CONTRACT # 032824-NVS FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Quote -Sourcewell

Contract# 032824-NVS

CONTRACTOR / VENDOR NAME: RUSH TRUCK CENTERS OF ILLINOIS

VENDOR NO: VC0000003752

CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT:

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid☐ Other:Is Purchasing Agent approval required? No ☐ Yes ☒☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☐ Yes ☒☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	094	110	WORK	24GO	1503	\$ 691,870.00
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This ordinance is for the purchase of three new 2026 tandem axle dump trucks utilizing Sourcewell contract pricing.

SIGN OFF:

(Mayor's Signature)

(Director of O&M)

AN ORDINANCE ACCEPTING THE LOWEST BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW25-09-29 WITH PETERSBURG PLUMBING & EXCAVATING, LLC FOR SEWER REHABILITATION REMOVE AND REPLACEMENT, NON-SRF, IN AN AMOUNT NOT TO EXCEED \$1,212,946.00, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Office of Public Works desires to replace portions of sanitary sewer mains located in the Northgate Subdivision that cannot be lined due to sags and extend a public sewer along Mossman Avenue so that a failing sewer can be abandoned; and

WHEREAS, the Northgate portion of the project is part of the work mandated by the Administrative Order issued by USEPA to alleviate sewer overflows in the Northeast area of Springfield; and

WHEREAS, the Purchase Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, Petersburg Plumbing & Excavating, LLC submitted the lowest bid for Sewer Rehabilitation Remove and Replacement, Non-SRF, for the Office of Public Works in an amount not to exceed \$1,212,946.00; and

WHEREAS, the City Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.42 pertaining to Professional Services; and

WHEREAS, the proposed contract documents and bid proposal are in the Office of the City Clerk and identified by Contract Index No. PW25-09-29; and

WHEREAS, the Purchasing Agent recommends awarding this contract to Petersburg Plumbing & Excavating, LLC.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the bid from and authorizes execution of Contract No. PW25-09-29 with Petersburg Plumbing & Excavating, LLC for Sewer Rehabilitation Remove and Replacement, Non-SRF, for the Office of Public Works, in an amount not to exceed \$1,212,946.00.

Section 2: That the Office of Budget and Management is hereby authorized to pay Petersburg Plumbing & Excavating, LLC (VC*1675) an amount not to exceed \$1,212,946.00 from

account number 015-110-SEWR-ARPG-2307 upon satisfactory performance of the contract.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/15/24

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____
DATE OF 1ST READING: _____OFFICE REQUESTING: Public WorksCONTACT PERSON: Matt GairaniPHONE NUMBER: 217-789-2255 x5239EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: ContractFISCAL IMPACT: \$1,212,946.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE PROPOSAL SUBMITTED BY PETERSBURG PLUMBING & EXCAVATING, LLC, FOR PW25-09-29 SEWER REHABILITATION REMOVE AND REPLACEMENT, NON-SRF IN AN AMOUNT NOT TO EXCEED \$1,212,946.00 FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Contracts

CONTRACTOR / VENDOR NAME: PETERSBURG PLUMBING & EXCAVATING, LLCVENDOR NO: VC1675CONTRACT TERM: COMPLETIONCONTRACT # PW25-09-29Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$1,212,946.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid☐ Other: _____Is Purchasing Agent approval required? No ☐ Yes ☒☐ Low Bid Meeting Specs☐ Exception: _____Is Purchasing Agent approval attached? No ☐ Yes ☒☐ Low Evaluated Bid

Code Provision: _____

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	015	110	SEWR	ARPG	2307	\$1,212,946.00
2						
3						
4						

COMMENTS

This ordinance is a project to replace portions of sanitary sewer mains located in the Northgate Subdivision that cannot be lined due to sags, and to extend public sewer along Mossman Avenue so that a failing sewer can be abandoned. The Northgate portion of the project is part of the work mandated by the Administrative Order issued by USEPA to alleviate sewer overflows in the Northeast area of Springfield.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE ACCEPTING THE LOWEST BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW25-09-27 WITH HOERR CONSTRUCTION, INC. FOR NORTHEAST PILOT AREA SEWER LATERAL REHABILITATION, IN AN AMOUNT NOT TO EXCEED \$1,272,940.00, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Office of Public Works desires to rehabilitate sanitary sewer laterals located within the Northeast Pilot Area; and

WHEREAS, the rehabilitation includes lining or replacement of laterals within eight feet of the public sanitary sewer mains; and

WHEREAS, this project is part of the work mandated by the Administrative Order issued by USEPA to alleviate sewer overflows in the Northeast area of Springfield; and

WHEREAS, the Purchase Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, pursuant to the above, Hoerr Construction, Inc. submitted the lowest bid for Northeast Pilot Area Sewer Lateral Rehabilitation, for the Office of Public Works in an amount not to exceed \$1,272,940.00; and

WHEREAS, the City Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.42 pertaining to Professional Services; and

WHEREAS, the proposed contract documents and bid proposal are in the Office of the City Clerk and identified by Contract Index No. PW25-09-27; and

WHEREAS, the Purchasing Agent recommends awarding this contract to Hoerr Construction, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the bid from and authorizes execution of Contract No. PW25-09-27 with Hoerr Construction, Inc. for Northeast Pilot Area Sewer Lateral Rehabilitation, for the Office of Public Works, in an amount not to exceed \$1,212,946.00.

Section 2: That the Office of Budget and Management is hereby authorized to pay Hoerr Construction, Inc. (VC*8249) an amount not to exceed \$1,272,940.00 from account number 015-110-SEWR-ARPG-2307 upon satisfactory performance of the contract.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: **Mayor Misty Buscher**

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Public Works

CONTACT PERSON: Matt Gairani

PHONE NUMBER: 217-789-2255 x5239

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Contract

FISCAL IMPACT: \$1,272,940.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE ACCEPTING THE PROPOSAL SUBMITTED BY HOERR CONSTRUCTION, INC., FOR PW25 09-27 NORTHEAST PILOT AREA SEWER LATERAL REHABILITATION IN AN AMOUNT NOT TO EXCEED \$1,272,940.00 FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Contracts _____

CONTRACTOR / VENDOR NAME: HOERR CONSTRUCTION, INC.

VENDOR NO: VC8249

CONTRACT TERM: COMPLETION

CONTRACT # _____

PW25-09-27

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$1,272,940.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

Previous Ord #s _____

☒ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision: _____

Accounting information (if more than four accounts, please attach list)

REVENUE

Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	015	110	SEWR	ARPG	2307	\$1,272,940.00
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

This ordinance is a project to rehabilitate sanitary sewer laterals located within the Northeast Pilot Area. The rehabilitation includes lining or replacement of laterals within 8 feet of the public sanitary sewer mains. This project is part of the work mandated by the Administrative Order issues by USEPA to alleviate sewer overflows in the Northeast area of Springfield.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

**A RESOLUTION PROVIDING PUBLIC NOTICE OF REGULAR MEETINGS OF
THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS, FOR THE 2025
CALENDAR YEAR**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, pursuant to state law requirements under 5 ILCS 120/2.02 and 2.03, public notice is hereby given that all regular meetings of the Council of the City of Springfield for calendar year 2025 will be held in Room 301 of the Municipal Center West as established in Section 1 below.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That pursuant to state law requirements under 5 ILCS 120/2.02 and 2.03, public notice is hereby given that all regular meetings of the Council of the City of Springfield for calendar year 2025 will be held in Room 301 of the Municipal Center West as follows:

DATE	TIME	DATE	TIME
January 7	5:30 p.m.	July 1	5:30 p.m.
January 21	5:30 p.m.	July 15	5:30 p.m.
February 4	5:30 p.m.	August 6 (Wed.)	5:30 p.m.
February 18	5:30 p.m.	August 19	5:30 p.m.
March 4	5:30 p.m.	September 2	5:30 p.m.
March 18	5:30 p.m.	September 16	5:30 p.m.
April 1	5:30 p.m.	October 7	5:30 p.m.
April 15	5:30 p.m.	October 21	5:30 p.m.
May 6	5:30 p.m.	November 4	5:30 p.m.
May 20	5:30 p.m.	November 18	5:30 p.m.
June 3	5:30 p.m.	December 2	5:30 p.m.
June 17	5:30 p.m.	December 16	5:30 p.m.

Section 2: That the City Clerk is hereby instructed to post a list of the aforementioned dates in the Municipal Center and furnish a copy of this resolution to any news media that has filed an annual request for such notice. In addition, the City Clerk shall send notice to all other public commissions of the City of Springfield to comply with provisions of state law under 5 ILCS 120/2.02 and 120/2.03.

Section 3: That this resolution shall become effective immediately upon its passage, posting and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/5/24
Office of Corporation Counsel

2025 CALENDAR

www.wiki-calendar.com

2024-491

JANUARY							FEBRUARY							MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
5	6	7	8	9	10	11	2	3	4	5	6	7	8	1	2	3	4	5	6	7	8	9	10	11	12	13	14
12	13	14	15	16	17	18	9	10	11	12	13	14	15	2	3	4	5	6	7	8	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	23	24	25	26	27	28	29
26	27	28	29	30	31		23	24	25	26	27	28		30	31												
MAY							JUNE							JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
4	5	6	7	8	9	10	1	2	3	4	5	6	7	1	2	3	4	5	6	7	8	9	10	11	12	13	14
11	12	13	14	15	16	17	8	9	10	11	12	13	14	6	7	8	9	10	11	12	13	14	15	16	17	18	19
18	19	20	21	22	23	24	15	16	17	18	19	20	21	13	14	15	16	17	18	19	20	21	22	23	24	25	26
25	26	27	28	29	30	31	22	23	24	25	26	27	28	20	21	22	23	24	25	26	27	28	29	30	31		
SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	9	10	11	12	13	14	15
14	15	16	17	18	19	20	12	13	14	15	16	17	18	3	4	5	6	7	8	9	10	11	12	13	14	15	16
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	23	24	25	26	27	28	29
28	29	30					26	27	28	29	30	31		30													

HOLIDAYS AND OBSERVANCES:

Jan 1 - New Year's Day
 Jan 20 - Martin Luther King Jr. Day
 Jan 20 - Inauguration Day
 Feb 14 - Valentine's Day
 Feb 17 - Presidents' Day
 Mar 17 - St. Patrick's Day
 Apr 15 - Tax Day

Apr 20 - Easter Sunday
 Apr 21 - Easter Monday
 May 5 - Cinco de Mayo
 May 11 - Mother's Day
 May 26 - Memorial Day
 Jun 14 - Flag Day
 Jun 15 - Father's Day

Jun 19 - Juneteenth
 Jul 4 - Independence Day
 Sep 1 - Labor Day
 Oct 13 - Columbus Day
 Oct 31 - Halloween
 Nov 4 - Election Day
 Nov 11 - Veterans Day

Nov 27 - Thanksgiving
 Nov 28 - Black Fr
 Dec 24 - Christm
 Dec 25 - Christm
 Dec 31 - New Ye

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 11/19/2024

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Greg Moredock

PHONE NUMBER: 789-2393

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Resolution

FISCAL IMPACT: \$0.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

A RESOLUTION PROVIDING PUBLIC NOTICE OF REGULAR MEETINGS OF THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS, FOR THE 2025 CALENDAR YEAR

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAME: _____

VENDOR NO: _____

CONTRACT TERM: _____

Change in Scope

Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid

☐ Other: _____

Is Purchasing Agent approval required? No ☒ Yes ☐

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☒ Yes ☐

☐ Low Evaluated Bid

Code Provision: _____

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Pursuant to State Law requirements under 5 ILCS 120/2.02 and 2.03, public notice is hereby given that all regular meetings of the Springfield City Council shall be established and a schedule shall be prepared at the beginning of each calendar year by the City Council, stating the regular dates, times and location of such meetings.

SIGN OFF: _____

(Mayor's Signature)

GEM

(Director of OBM)

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION
IN THE AMOUNT OF \$142,800.00 FROM THE CITY'S ARPA FUNDS TO
THE SPRINGFIELD POLICE DEPARTMENT ARPA FUND AND TO
AUTHORIZE PAYMENT TO FLOCK GROUP INC. D/B/A FLOCK
SAFETY IN THE AMOUNT OF \$258,500.00 FOR THE CITY'S FALCON
AUTOMATIC LICENSE PLATE READERS (ALPRs), FOR THE
SPRINGFIELD POLICE DEPARTMENT**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Springfield Police Department desires to purchase Falcon Automatic License Plate Readers ("ALPRs") in the amount of \$258,500.00 from Flock Group Inc. d/b/a Flock Safety; and

WHEREAS, the City Purchasing Agent has made a determination, that this purchase is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.38 (a) and / or Section 38.41 pertaining to Competitive Sealed Proposals.

WHEREAS, the Springfield Police Department is requesting a supplemental appropriation in the amount of \$142,800.00 from the City's ARPA Funds to the Springfield Police Department ARPA Fund in order to pay Flock Group Inc. d/b/a Flock Safety for the City's Falcon ALPRs.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$142,800.00 from the City's ARPA Funds to the Springfield Police Department ARPA Fund and authorizes payment to Flock Group Inc. d/b/a Flock Safety in the amount of \$258,500.00 for the City's Falcon ALPRs for the Springfield Police Department.

Section 2: That the Office of Budget and Management is hereby directed to effectuate a supplemental appropriation in the amount of \$142,800.00 from revenue account 001-107-BMGT-ARPA-1875 into expenditure account number 001-112-POLC-ARPG-1507.

Section 3: That the Office of Budget and Management is hereby directed to make payment to Flock Group Inc. d/b/a Flock Safety (VC*7432) in an amount not to exceed \$258,500.00 from the expenditure accounts as follows:

001-112-POLC-ARPG-1507	\$142,800.00
001-112-POLC-POPR-1507	\$115,700.00

Section 3: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 4: That this ordinance shall be in full force and effect from and after its passage, recording and publication in pamphlet form.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

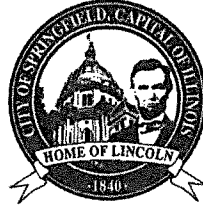
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher _____

 11/15/24
Office of Corporation Counsel / Date



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Calvin Gaskill
FROM: Anthony Quinones
DATE: November 13, 2024

SUBJECT: Request for Exemption from Competitive Bidding

I have reviewed the Ordinance Fact Sheet to Flock Group Inc. dba Flock Safety for purchase of annual renewal of services related to the City's Falcon Automatic License Plate Readers (ALPRs) in an amount not to exceed \$258,000.00 for the Springfield Police Department.

In accordance with the requirements of Section 38.38(a) and/or Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-45920
Invoice Date: 8/19/2024
Due Date: 9/18/2024
Payment Terms: Net 30
PO#:

Bill To: IL - Springfield PD
Springfield, Illinois, 62701

Ship To: IL - Springfield PD
800 East Monroe Street
Springfield, Illinois 62701

Billing Company Name: IL - Springfield PD
Billing Contact Name: SPD Fiscal
Billing Email Address: spdfiscal@springfield.il.us

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal Opportunity: Year 1 of 24 Month Term, 2024 - 2025

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS TM	1	\$0.00	\$0.00	\$0.00
Flock Safety Falcon ®	83	\$3,000.00	\$0.00	\$249,000.00
Flock Safety Advanced Search	99	\$25.25	\$0.00	\$2,500.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.
Link to Location of Services:

Subtotal: \$251,500.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$251,500.00

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

2024-492

flock safety

INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number INV-45544
Invoice Date: 8/12/2024
Due Date: 9/11/2024
Payment Terms: Net 30
PO#:

Bill To: IL - Springfield PD
Springfield, Illinois, 62701

Ship To: IL - Springfield PD
800 East Monroe Street
Springfield, Illinois 62701

Billing Company Name: IL - Springfield PD
Billing Contact Name: SPD Fiscal
Billing Email Address: spdfiscal@springfield.il.us

Payment Terms: Net 30
Contracted Billing Structure: Annual

Notes: Renewal Opportunity: Year 1 of 12 Month Term, 2024 - 2025

ITEMS	QTY	UNIT PRICE	SALES TAX	TOTAL
FlockOS ™	1	\$0.00	\$0.00	\$0.00
Flock Safety Falcon ® Flex	2	\$3,500.00	\$0.00	\$7,000.00

Unless otherwise noted on the Order Form, the Term shall commence upon first installation and validation of Flock Hardware.

Link to Location of Services:

Subtotal: \$7,000.00
Sales Tax: \$0.00
Credit: \$0.00
Payments: \$0.00
Balance Due: \$7,000.00

If you have questions about your invoice or need to update your billing contact information, please email billing@flocksafety.com or call 866-901-1781, option 3.

2024-492



INVOICE

Flock Group Inc dba Flock Safety
www.flocksafety.com

Invoice Number: INV-45544
Invoice Date: 8/12/2024
Due Date: 9/11/2024
Payment Terms: Net 30
PO#:

Payment Remittance Information

Pay by Check:

Payable to: Flock Group Inc
Memo: INV-45544
Mail to: PO Box 121923
Dallas, TX 75312-1923

If paying by check, please include the remittance slip below.

Pay by ACH:

Account Legal Name: Flock Group Inc.
Account Number: 3302113966
Account Type: Checking
Routing / SWIFT Code: 121140399 / SVBKUS6S

If paying by ACH, please include your invoice number in the memo section of the ACH transfer request.

By paying this invoice, I, the customer, agree to the terms and conditions listed at
<https://www.flocksafety.com/terms-and-conditions>

Please be aware that failure to pay the invoice by the due date may result in an interest penalty or disconnection of service, as specified in your contract.

.....
Detach and Return with Payment

Make Checks Payable to: Flock Group Inc

If sending via Flock Group Inc
USPS: PO Box 121923
Dallas, TX 75312-1923

Or

If sending via Flock Group Inc
UPS, FedEx or 891923
USPS: 1501 North Plano Rd. ste 100
Richardson, TX 75081

Account: IL - Springfield PD

Invoice #: INV-45544

Amount Due: **\$7,000.00**

Amount Enclosed: \$ _____

2024-492

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: SPDCONTACT PERSON: KALVIN GASKILLPHONE NUMBER: 2177888345 X4314EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: 142,800.00

SUGGESTED TITLE: An Ordinance Authorizing Supplemental Appropriation in the amount of \$142,800.00 from the City's ARPA Funds to the SPD ARPA Fund and to Authorize Payment to Flock Group Inc. in the amount of \$258,500.00 for the City's Falcon Automatic License Plate Readers (ALPRs) for the Springfield Police Department.

CONTRACTOR / VENDOR NAME: Flock Group INC dba Flock Safety VENDOR NO: VC*7432CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: 258,500.00
(Original amount if change order) Change Order # _____ Additional Amount _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☒ Other: Sole Source
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting Information (if more than four accounts, please attach list)

REVENUE

Fund	Agency	Org	Activity	Object	Amount
001	107	BMGT	ARPA	1875	142,800.00

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
001	112	POLC	ARPG	1507	142,800.00
001	112	POLC	POPR	1507	115,700.00
			POPR		

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Flock Safety Invoices

STAFF ANALYSIS

Supplemental Appropriation of \$142,800.00 to Budget Line 001-112-POLC-ARPG-1507

FUNDS CHECK BY: C. HeinzlerDIRECTOR / SUPERVISOR: Anthony QuinonesCITY PURCHASING AGENT: Anthony Quinones

SIGN OFF: _____

(Mayor's Signature) GFHDate: 11/13/2024Date: 11/8/24

Date: _____

Michael Lesko for RM
(Director of OBM) 11/13/2024

The information supplied on this form is not confidential information.

2024-492

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN
AMOUNT NOT TO EXCEED \$500,000.00 FOR PAYMENTS TO THE POLICE
AND FIRE PENSION FUNDS FROM CANNABIS AND RETAILERS'
OCCUPATION TAX FUNDS, FOR THE OFFICE OF BUDGET AND
MANAGEMENT**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City Council previously passed ordinance 400-09-19 which states 50% of Cannabis Retailer's Occupation Tax collected shall be dedicated to make additional pension payments, over and above the required annual payments; and

WHEREAS, the Office of Budget and Management is requesting a supplemental appropriation in the amount of \$500,000.00 from the FY25 unappropriated fund balance to be used for payments to the Police and Fire pension funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$500,000.00 from FY25 unappropriated fund balance to be used to make payments for the Police and Fire pension funds.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation and make payment to the Police and Fire Pension Funds as follows:

FROM ACCOUNT	AMOUNT
Unappropriated Fund Balance	\$500,000.00
 INTO ACCOUNTS	 AMOUNTS
001-108-FIRE-FOPR-1182	\$250,000.00
001-112-POLC-POPR-1181	\$250,000.00

Section 3: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Section 4: That this Ordinance shall become effective immediately after its passage and publication in pamphlet form and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 4/14/24
Office of Corporation Counsel

**AN ORDINANCE AMENDING CHAPTER 100 OF THE 1988 CITY OF
SPRINGFIELD CODE OF ORDINANCES AS AMENDED, ADDING THE
MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, this Ordinance is adopted pursuant to the provisions of the Illinois Municipal Cannabis Retailers' Occupation Tax Law, 65 ILCS 5/11-8-22 et seq. (Act); and

WHEREAS, this Ordinance is intended to impose the additional tax authorized by the Act providing for a municipal cannabis retailers' occupation tax which will be collected by the Illinois Department of Revenue.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SPRINGFIELD, ILLINOIS:**

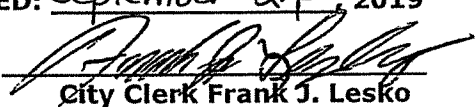
Section 1: That the City Council hereby amends Chapter 100 to allow for the collection of the Municipal Cannabis Retailers' Occupation Tax, as shown on attached Exhibit "A".

Section 2: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

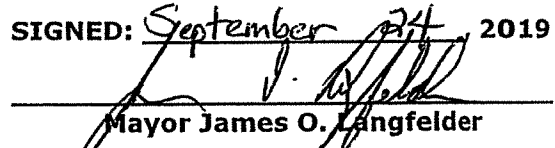
Section 3: That this ordinance shall become effective for sales on or after the first day of January, 2020 immediately after its passage and publication in pamphlet form and recording by the City Clerk.

PASSED: September 24, 2019

RECORDED: September 24, 2019

ATTEST: 
City Clerk Frank J. Lesko

SIGNED: September 24, 2019


Mayor James O. Langfelder

Approved as to legal sufficiency:


Office of Corporation Counsel / Date

**Requested by: Mayor James O. Langfelder
Alderman Turner
Alderman Conley**

ARTICLE I. - GENERAL PROVISIONS

§ 100.00.1. - Title.

This chapter shall be known and may be cited as the Springfield Taxation Code. The taxes herein imposed are in addition to all other taxes imposed by the state or any other municipal corporation or political subdivision thereof.

§ 100.00.2. - Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Cannabis. Marijuana, hashish, and other substances that are identified as including any parts of the plant Cannabis sativa and including derivatives or subspecies, such as indica, of all strains of cannabis, whether growing or not; the seeds thereof, the resin extracted from any part of the plant; and any compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other naturally produced cannabinol derivatives, whether produced directly or indirectly by extraction; however, "cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted from it), fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination. "Cannabis" does not include industrial hemp as defined and authorized under the State of Illinois Industrial Hemp Act. "Cannabis" also means concentrate and cannabis-infused products.

ARTICLE VI (a) . - MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

§ 100.56. - Title.

This article shall be known and may be cited as the municipal cannabis retailers' occupation tax. The tax herein imposed is in addition to all other taxes imposed by the city, the state, or any other municipal corporation or political subdivision thereof.

§ 100.57. - Tax imposed.

- (a) A tax is hereby imposed upon all persons engaged in the business of selling cannabis, other than cannabis purchased under the Compassionate Use of Medical Cannabis Pilot Program Act, at retail in this municipality at the rate of 3% of the gross receipts from these sales made in the course of that business.
- (b) The imposition of this tax is in accordance with the provisions of 65 ILCS 5/8-11-22.
- (c) Unless otherwise approved by the city council, 50% of the tax collected hereunder and remitted to the City shall be dedicated to make additional payments, over and above the required annual payments, toward the Police and Fire pension obligations and the remaining 50% of the tax remitted to the City shall be used for economic development purposes in the area bounded by the following: Carpenter Street on the North, Ash Street on the South, Dirksen Parkway on the east and 10th Street rail corridor on the west.

§ 100.58. – Department of revenue, State of Illinois to collect tax.

- (a) The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the department of revenue of the State of Illinois. Retailers may reimburse themselves for their seller's tax liability hereunder by separately stating that tax as an

additional charge, which charge may be stated in combination, in a single amount, with any State tax that sellers are required to collect. The department of revenue shall have full power to administer and enforce the provisions of this article.

.§ 100.59. – Severability.

- (a) Severability. If any provision, clause, sentence or paragraph of this article or the application thereof to any person or circumstance shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this article that can be given effect without the invalid provision or application, and to the end the provisions of this article are declared to be severable.

400-09-19

2024-493

STATE OF ILLINOIS)
)
SANGAMON COUNTY) SS

CERTIFICATION OF RECORDS

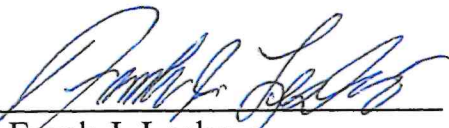
I, Frank J. Lesko, City Clerk for the City of Springfield, Illinois, In The County Of Sangamon And State Of Illinois, Do Hereby Certify That The Attached Documents Are A True And Correct Copy Of:

Ordinance 400-09-19 AN ORDINANCE AMENDING
CHAPTER 100 OF THE 1988 CITY OF SPRINGFIELD
CODE OF ORDINANCES AS AMENDED, ADDING THE
MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX

Recorded In The Office Of The City Clerk For The City Of Springfield, Illinois.

Dated this 25th day of September 2019.




Frank J. Lesko
Office of the City Clerk

Frank J. Lesko
Office of the City Clerk
Municipal Center West
300 So. Seventh, Room 106
Springfield, IL. 62701
Ph. 217/789-2216
Fax: 217/789-2144

2024-493

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 11/19/24OFFICE REQUESTING: Office of Budget & ManagementCONTACT PERSON: Ramona Metzger, Director

PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Supplemental Appropriation FISCAL IMPACT: \$ 500,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN AN AMOUNT NOT TO EXCEED \$500,000.00 FOR PAYMENTS TO THE POLICE AND FIRE PENSION FUNDS FROM CANNABIS RETAILERS' OCCUPATION TAX FUNDS

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Ord# 400.09.19

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☒ Other: _____☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☒ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	FOPR	1182	\$ 250,000.00
2	001	112	POLC	POPR	1181	\$ 250,000.00
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: 11-08-2024

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

The Office of Budget and Management is requesting a supplemental appropriation in an amount not to exceed \$500,000.00 from unappropriated fund balance related to Ordinance# 400.09.19 which states that 50% of Cannabis Retailer's Occupation Tax collected shall be dedicated to make additional pension payments, over and above the required annual payments.

SIGN OFF: _____

(Mayor's Signature) CEM(Director of OBM) Ramona Metzger

2024-493

The information supplied on this form is not confidential information.

**AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN
THE AMOUNT OF \$677,625.00 FOR PAYMENTS TO THE POLICE AND FIRE
PENSION FUNDS, FOR THE OFFICE OF BUDGET AND MANAGEMENT**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City Council previously passed ordinance 113-02-20 which states the additional pension payments from the excess corporate fund balance shall not exceed an amount equal to 0.067 of the electric funds transferred into the corporate fund; and

WHEREAS, the Office of Budget and Management is requesting a supplemental appropriation in the amount of \$677,625.00 from the FY25 unappropriated fund balance to be used for payments to the Police and Fire pension funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes a supplemental appropriation in the amount of \$677,625.00 from FY25 unappropriated fund balance to be used to make payments for the Police and Fire pension funds.

Section 2: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation and make payment to the Police and Fire Pension Funds as follows:

FROM ACCOUNT	AMOUNT
Unappropriated Fund Balance	\$677,625.00
 INTO ACCOUNTS	 AMOUNTS
001-108-FIRE-FOPR-1182	\$345,589.00
001-112-POLC-POPR-1181	\$332,036.00

Section 3: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

Section 4: That this Ordinance shall become effective immediately after its passage and publication in pamphlet form and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 11/14/24

Office of Corporation Counsel

Extra Pension Payment
General Fund payable in FY25

2024-494

Calculated amount of \$677,625 from unappropriated fund balance related to Ordinance# 113.02.2020 which states the additional pension payments from the excess corporate fund balance shall not exceed an amount equal to 0.067 of the electric funds transferred into the corporate fund in Fiscal Year 2024.

Electric funds transferred into the corporate fund	FY24 10,113,811	FY23 9,807,118	FY22 8,377,911	FY21 8,167,789	FY20 8,795,863
Rate per ordinance 113.02.2020	0.067	0.067	0.067	0.067	0.067
Ordinance# 113.02.2020 calculated amount	677,625	657,077	561,320	547,242	589,323

Fire	Police
14,631,031	13,838,043
51%	49%
345,589	332,036
	28,469,074
	100%
	677,625

113-02-2020

**AN ORDINANCE AMENDING CHAPTER 37 OF THE 1988 CITY OF
SPRINGFIELD CODE OF ORDINANCES, AS AMENDED, BY AMENDING
SECTION 37.04.02 REGARDING EXTRA PENSION PAYMENTS FROM
THE CORPORATE FUND, AS AMENDED**

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, it is in the best interest of the City to amend Chapter 37, Section 37.04.02 of the 1988 City of Springfield Code of Ordinances, as amended, pertaining to extra pension payments from the Corporate Funds for the City of Springfield.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
SPRINGFIELD, ILLINOIS:**

Section 1: That the City Council hereby amends Chapter 37, Section 37.04.02 of the 1988 Springfield City Code of Ordinances, as amended, as shown on attached Exhibit "A":

Section 2: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 3: That this ordinance shall become effective after its passage, recording and publication in pamphlet form.

PASSED: March 10, 2020

SIGNED: March 11, 2020

RECORDED: March 11, 2020

ATTEST: Frank J. Lesko
City Clerk Frank J. Lesko

Mayor James O. Langfelder

Approved as to legal sufficiency:

Requested by:
Alderman Ralph Hanauer
Aldерwoman Doris Turner

[Signature]
Office of Corporation Counsel / Date



Office of the Mayor
City of Springfield, Illinois

James O. Langfelder
Mayor

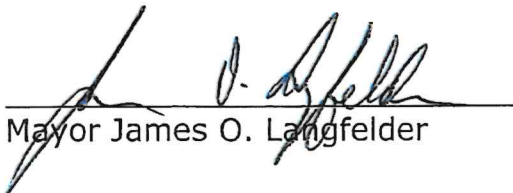
AGENDA ITEM 2020-060 ---- Reconsideration/Veto

I have given careful consideration to Agenda Item 2020-060 and ask that it be reconsidered.

The amended ordinance changes the fund balance percentage that mandates an automatic additional annual payment to the police and fire pension fund from 16% fund balance to 20% based on the City's annual audit. The purpose of the original ordinance was to establish a mandatory extra payment when the City had excess funds available based on the annual audit, which exceeds the GFOA recommended fund balance ratio. However, the amended ordinance increases the ratio above the recommended fund balance ratio from 16%.

I respectfully return this Agenda Item to the City Council for reconsideration. I would request that the City Council not make this change. I would request that the City Council instead present a new ordinance that would only modify the existing language providing that the any extra payment required by the original ordinance be subject to the affirmative vote of the City Council instead of being automatic without vote of the City Council. This suggested change would provide a process that would allow City Council oversight on whether an extra pension payment should be made as opposed to funding other public priorities.

I would respectfully request that this Agenda Item reconsidered and set aside so that a new modified ordinance can be considered and adopted.



Mayor James O. Langfelder

§ 37.04.01. - General (Corporate) Fund balance.

The General (Corporate) Fund shall maintain an unrestricted budgetary fund balance with a minimum level of 8% of general operating expenses of General Fund operating expenses unless otherwise approved by the city council.

(Ord. No. 010-01-18, § 2, 1-2-18)

§ 37.04.02. - Extra Pension Payments from the General (Corporate) Fund balance.

Transfers are made from electric funds to the General (Corporate) Fund pursuant to § 50.37. - Limitations on transfers from the electric funds to the corporate fund. Unless otherwise approved by the city council, when the unassigned General (Corporate) Fund balance exceeds ~~16~~20% of the general operating expenses of the General Fund in any fiscal year then the excess amount over the ~~16~~20% fund balance shall be used to make additional pension payments to reduce the future unfunded pension liability of the city. This additional pension payment from the excess fund balance shall not exceed an amount equal to 0.067 of the revenues transferred into the General Fund pursuant to § 50.37. - Limitations on transfers from the electric funds to the corporate fund.

The additional pension payment under this section shall be made within 60 days following the completion of the preceding year's annual audit unless otherwise approved by the city council.

CITY OF SPRINGFIELD, ILLINOIS

General Fund

Schedule of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual

For the Fiscal Year Ended February 29, 2024

	Original Budget	Final Budget	Actual	Variance with Final Budget
Revenues				
Taxes	\$ 66,104,075	66,104,075	69,938,574	3,834,499
Intergovernmental	109,444,956	109,444,956	84,921,559	(24,523,397)
Licenses and Permits	3,132,850	3,132,850	3,047,262	(85,588)
Charges for Services	2,491,598	2,491,598	1,926,638	(564,960)
Fines, Forfeitures, and Penalties	799,500	799,500	636,884	(162,616)
Interest	380,217	380,217	3,736,312	3,356,095
Miscellaneous	662,527	662,527	967,046	304,519
Total Revenues	183,015,723	183,015,723	165,174,275	(17,841,448)
Expenditures				
Current				
General Government	15,551,708	15,795,251	12,163,444	3,631,807
Public Health and Safety	110,393,052	120,792,667	111,053,441	9,739,226
Public Works	16,213,729	18,347,581	15,678,874	2,668,707
Economic Development	6,117,963	21,691,739	6,600,481	15,091,258
Culture and Recreation	4,902,823	4,950,356	4,650,717	299,639
Capital Outlay	29,103,133	34,246,133	19,233,040	15,013,093
Debt Service				
Principal Retirement	134,102	134,102	130,770	3,332
Interest and Fiscal Charges	29,964	29,999	33,330	(3,331)
Total Expenditures	182,446,474	215,987,828	169,544,097	46,443,731
Excess (Deficiency) of Revenues Over (Under) Expenditures	569,249	(32,972,105)	(4,369,822)	28,602,283
Other Financing Sources (Uses)				
Disposal of Capital Assets	29,000	29,000	60,104	31,104
Transfers In	319,364	319,364	10,113,811	9,794,447
Transfers Out	(10,076,059)	(11,145,059)	(8,167,502)	2,977,557
	(9,727,695)	(10,796,695)	2,006,413	12,803,108
Net Change in Fund Balance	(9,158,446)	(43,768,800)	(2,363,409)	41,405,391
Fund Balance - Beginning			67,786,457	
Fund Balance - Ending			65,423,048	

38.6%

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 11/19/24OFFICE REQUESTING: Office of Budget & ManagementCONTACT PERSON: Ramona Metzger, Director

PHONE NUMBER: _____

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.TYPE OF ORDINANCE: Supplemental Appropriation FISCAL IMPACT: \$ 677,625.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$677,625.00 FOR PAYMENTS TO THE POLICE AND FIRE PENSION FUNDS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Ord# 113.02.2020

CONTRACTOR / VENDOR NAME: _____ VENDOR NO: _____

CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: _____
(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☒ Other: _____☐ Low Bid Meeting Specs☐ Exception: _____☐ Low Evaluated Bid

Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☒ Yes ☐Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	108	FIRE	FOPR	1182	\$ 345,589.00
2	001	112	POLC	POPR	1181	\$ 332,036.00
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

The Office of Budget and Management is requesting a supplemental appropriation in the amount of \$677,625.00 from unappropriated fund balance related to Ordinance# 113.02.2020 which states the additional pension payments from the excess corporate fund balance shall not exceed an amount equal to 0.067 of the electric funds transferred into the corporate fund in Fiscal Year 2025.

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

2024-494

2024-495

AN ORDINANCE AMENDING ORDINANCE 564-12-23 AMENDING THE EXPENDITURE LINE AND AUTHORIZING ADDITIONAL PAYMENT IN AN AMOUNT OF \$200,000.00 TO HSHS MEDICAL GROUP TO ADMINISTER PRE-EMPLOYMENT, POST-EMPLOYMENT AND FIT-FOR-DUTY MEDICAL EXAMINATIONS, RANDOM, REASONABLE SUSPICION, RETURN TO WORK AND POST-ACCIDENT DRUG AND ALCOHOL TESTING SERVICES FOR POTENTIAL NEW HIRES AND CURRENT EMPLOYEES IN THE WORKPLACE TO BE COMPLIANT WITH FEDERAL REGULATIONS FOR A TOTAL CONTRACTUAL AMOUNT OF \$300,000.00, FOR THE OFFICE OF HUMAN RESOURCES

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City Council previously passed ordinance number 564-12-23 authorizing a two-year agreement with HSHS Medical group to administer pre-employment, post-employment and fit-for-duty medical examinations, random reasonable suspicion, return to work and post-accident drug and alcohol testing services for potential new hires and current employees in the workplace for an amount not to exceed \$100,000.00; and

WHEREAS, the original ordinance should have had two expenditure lines, one for drug and alcohol testing and fit-for-duty exams and one for pre-employment police and fire hiring; and

WHEREAS, this authorization will allow payment for the increase in testing required due to the hiring needs of the department; and

WHEREAS, it's in the best interest of the City to amend the expenditure lines for ordinance number 564-12-23 and authorize additional payment of \$200,000.00 for a total amount not to exceed \$300,000.00 to HSHS Medical group to administer pre-employment, post-employment and fit-for-duty medical examinations, random reasonable suspicion, return to work and post-accident drug and alcohol testing services for potential new hires and current employees in the workplace.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby amends the expenditure lines on ordinance number 564-12-23 and authorizes additional payment of \$200,000.00 for a total amount not to exceed \$300,000.00 to HSHS Medical Group to administer pre-employment, post-employment and fit-for-duty medical examinations, random reasonable suspicion, return to work and post-accident drug and alcohol testing services for potential new hires and current employees in the workplace.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to HSHS Medical Group (VC*5657) in an amount not to exceed \$300,000.00 from the following account numbers:

001-106-HUMN-ADMN-1219	\$80,000.00
001-106-HUMN-BCIV-1219	\$220,000.00

Total: \$300,000.00

2024-495

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 / 11/14/24

Office of Corporation Counsel /Date

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING: 11/5/24

OFFICE REQUESTING: Office of Human Resources

CONTACT PERSON: Nikki L. Baker

PHONE NUMBER: 789-2446

EMERGENCY PASSAGE: No ☒ ☐ If yes, explain justification.

TYPE OF ORDINANCE: Amendment

FISCAL IMPACT: \$100,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

An ordinance amending ordinance 564-12-23 amending the expenditure line and authorizing additional payment in an amount of \$200,000 to HSHS Medical Group to administer pre-employment, post-employment and fit for duty medical examinations, random, reasonable suspicion, return to work, and post-accident drug and alcohol testing services for potential new hires and current employees in the workplace to be compliant with federal regulations for a total contractual amount of \$300,000 for the Office of Human Resources.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Contract

CONTRACTOR / VENDOR NAME: HSHS Medical Group

VENDOR NO: VC0000005657

CONTRACT TERM: January 1, 2024 - December 31, 2026

Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$100,000.00

(Original amount if change order)

Change Order #

\$200,000.00

Additional Amount

Method of Purchase (check one)

☐ Low Bid☒ Other: RFP

Previous Ord #'s 564-12-23

Is Purchasing Agent approval required? No ☐ Yes ☒☐ Low Bid Meeting Specs☐ Exception:Is Purchasing Agent approval attached? No ☐ Yes ☒☐ Low Evaluated Bid

Code Provision:

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	106	HUMN	ADMN	1219	\$80,000.00
2	001	106	HUMN	BCIV	1219	\$ 220,000.00
3						
4						

COMMENTS

The original ordinance should have had two expenditure lines. One (adm) for drug and alcohol testing and fit for duty exams and the second (bciv) for pre-employment police and fire hiring. The expenditure cost needs increased due to hiring needs of the department. This testing covers pre-employment, post-employment and fit for duty medical examinations, random, reasonable suspicion, return to work and post-accident drug and alcohol testing services. This ordinance will authorize payment to HSHS Medical Group beginning January 1, 2024 through December 31, 2026 in the amount not to exceed \$300,000.00. IDOT Regulations requires testing on a calendar year. HSHS Medical Group has been the City of Springfield's vendor since January 2020.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

10/29/2024

2024-495

AN ORDINANCE AMENDING ORDINANCE 074-02-24 AND AUTHORIZING ADDITIONAL PAYMENT OF \$38,000.00 WITH MGT IMPACT SOLUTIONS, LLC TO RETAIN DALLAS WHITFORD TO PROVIDE FINANCIAL ASSISTANCE SERVICES FOR THE OFFICES OF BUDGET AND MANAGEMENT AND PLANNING AND ECONOMIC DEVELOPMENT THROUGH THE END OF FISCAL YEAR 2025

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City Council previously passed ordinance number 074-02-24 authorizing execution of an employee leasing agreement with MGT of America Consulting, LLC to retain Dallas Whitford to provide financial assistance services for the Offices of Budget and Management and Planning and Economic Development for an amount not to exceed \$42,000.00 from March 4, 2024 through February 28, 2025; and

WHEREAS, Mr. Whitford's hours worked have been increased due to additional activity and staff turnover in the Departments; and

WHEREAS, this authorization will allow payment for work through the remainder of the 2025 Fiscal Year; and

WHEREAS, it's in the best interest of the City to amend ordinance number 074-02-24 and authorize additional payment of \$38,000.00 for a total amount not to exceed \$80,000.00 to MGT Impact Solutions, LLC to retain Dallas Whitford to provide financial assistance services for the Offices of Budget and Management and Planning and Economic Development through the remainder of the 2025 Fiscal Year.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby amends ordinance number 074-02-24 and authorize additional payment of \$38,000.00 for a total amount not to exceed \$80,000.00 to MGT Impact Solutions, LLC to retain Dallas Whitford to provide financial assistance services for the Offices of Budget and Management and Planning and Economic Development through the remainder of the 2025 Fiscal Year.

Section 2: That the Office of Budget and Management is hereby authorized to pay the additional amount of \$38,000.00 for a total not to exceed \$80,000.00 to MGT Impact Solutions, LLC from account number 001-107-GENC-VARI-1218.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 4/14/24
Office of Corporation Counsel /Date

AN ORDINANCE AUTHORIZING EXECUTION OF AN EMPLOYEE LEASING AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC TO RETAIN DALLAS WHITFORD TO PROVIDE FINANCIAL ASSISTANCE SERVICES FOR THE OFFICES OF BUDGET AND MANAGEMENT AND PLANNING AND ECONOMIC DEVELOPMENT FOR AN AMOUNT NOT TO EXCEED \$42,000.00 FROM MARCH 4, 2024, THROUGH FEBRUARY 28, 2025

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, Dallas Whitford has knowledge of the City's financial processes and is willing and able to perform these services for an amount not to exceed \$42,000.00 from March 4, 2024, through February 28, 2025; and

WHEREAS, the City desires to retain Dallas Whitford for financial assistance services for the Offices of Budget and Management and Planning and Economic Development; and

WHEREAS, it is necessary to authorize Employee Leasing Agreement with MGT of America Consulting, LLC to retain the services of Dallas Whitford; and

WHEREAS, the City Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40; and

WHEREAS, the Agreement with MGT of America Consulting, LLC shall be located in the Office of City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes Employee Leasing Agreement with MGT of America Consulting, LLC to retain Dallas Whitford for financial assistance services for the Offices of Budget and Management and Planning and Economic Development for an amount not to exceed \$42,000.00 from March 4, 2024, through February 28, 2025. The Mayor and the City Clerk are authorized to execute the Employee Leasing Agreement and any other necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay MGT of America Consulting, LLC (VC*8313) an amount not to exceed \$42,000.00 from account number 001-107-GENC-VARI-1218 pursuant to the terms of the Agreement.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: February 20, 2024

SIGNED: Feb 21, 2024

RECORDED: February 21, 2024

Misty Buscher
Mayor Misty Buscher

ATTEST: [Signature]
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

[Signature] 1/31/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher



OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Ramona Meztger, Director
Office of Budget & Management

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: January 24, 2024

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet to MGT of America Consulting, LLC for professional contractual services to retain Dallas Whitford to assist with revenue, grant, tax and expenditure functions for an amount not to exceed \$42,000 for the FY2025 Fiscal Year for the Office of Budget & Management.

Based on the information provided, I have determined that this vendor possesses a high degree of professional skill and expertise in the required area. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA** a division of **MGT of AMERICA CONSULTING, LLC** ("GovTemps"), and the **CITY OF SPRINGFIELD** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") the Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be amended from time to time by a replacement **Exhibit A** signed by both GovTemps and the Client. GovTemps, as the common law employer of Assigned Employee, has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee. Any such request will not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor Relations

Act, the Employee Retirement Income Security Act ("ERISA") of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers' Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers' compensation coverage covering its Assigned Employee's work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employee(s). GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s). GovTemps will comply with the requirements of the federal Patient Protection and Affordable Care Act (ACA).

Section 2.06. Direction and Control. The Parties agree and acknowledge that the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively by the Client's supervisory and managerial employees.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration ("OSHA") statutes and regulations, and all other health and safety laws, regulations, ordinances, directives, and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps'

rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

(a) The base compensation as fully identified on **Exhibit A**, as amended; plus

(b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay;

severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Increase in Fees. GovTemps may increase fees to the extent and equal to any mandated tax increases, e.g. FICA, FUTA, State Unemployment taxes, when they become effective. GovTemps may also adjust employer benefit contribution amounts by providing the Client with a written thirty (30) day notice, provided, such changes in employer benefit contribution amounts apply broadly to all GovTemps employees.

Section 3.03. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance. The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability and Professional Liability (if applicable) insurance policy or policies (the "Policies"), with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01.

Section 4.03. Automobile Liability Insurance. If the Assigned Employee drives a Municipal or personal vehicle for any reason in connection with their Assignment, the Client must maintain in effect automobile liability insurance insuring the Assigned Employee, GovTemps and the Client against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

Section 5.04. Termination of Agreement to execute Temp-to Hire Option. At the end of the Term, the Client may hire the Assigned Employee as a permanent or temporary employee of the Client. The substantial investment of time and resources by GovTemps under this Agreement to place its leased employee with Client is recognized by Client. If after the end of the Term, Client hires Assigned employee as either a permanent or temporary employee it must pay two (2) weeks of the Assigned Employee's gross salary to GovTemps no later than thirty (30) days after the date the Assigned Employee becomes the Client's employee.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee. If a Temp-to-Hire option provided for in Section 5.04 is properly exercised by the Client, then this Section 6.01 will not apply.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law.

Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") (a) arising out of GovTemps' breach of its obligations under this Agreement, (b) related to the actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement, and (c) arising from any act or omission on the part of GovTemps or any of the GovTemps Parties.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses (a) arising out of the Client's breach of its obligations under this Agreement, (b) relating to any activities or conditions associated with the Assignment, and (c) arising from any act or omission on the part of the Client or any of the Client Parties.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except to the extent that the Indemnifying

Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement. Such waiver shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01. Good Faith Attempt to Settle. The Parties will attempt to settle any dispute arising out of or relating to this Agreement, or the breach thereof, through good faith negotiation between the Parties.

Section 9.02. Governing Law/Jurisdiction. If a dispute cannot be settled through good faith negotiation within thirty (30) days after the initial receipt by the allegedly offending party of written notice of the dispute, then the controversy or claim may be adjudicated by a federal or state court sitting in Cook County, Illinois. Venue and jurisdiction for any action under this Agreement is Cook County, Illinois. This Agreement and any amendments hereto will be governed by and construed in accordance with the laws of the State of Illinois.

Section 9.03. Attorneys' Fees. The Parties agree that, in the event of litigation under this Agreement, each Party is liable for only those attorneys' fees and costs incurred by that Party.

2024-043

074-02-24

2024-496

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPS/MGT CONSULTING
630 Dundee Road Suite 225
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
Electronic Mail: mearl@govhrusa.com

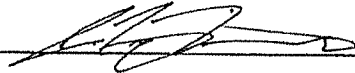
If to the Client:

CITY OF SPRINGFIELD
800 East Monroe
Springfield, Illinois 62701
Attention: Ramona Metzger
Telephone: 217-789-2191
Electronic Mail:
ramona.metzger@springfield.il.us

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

**GOVTEMPSUSA, A division of MGT of
AMERICA CONSULTING, LLC**

By 

Name: A. Trey Traviesa

Title: CEO – GovTemps/MGT Consulting

Effective Date: March 4, 2024

CLIENT

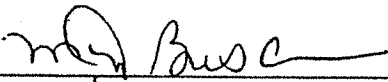
By 
Name: Misty Buscher
Title: member

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Dallas Whitford

POSITION/ASSIGNMENT: Finance and Revenue Consultant

POSITION TERM: March 4, 2024 – February 28, 2025

Agreement may be extended for an additional year with agreement between all Parties.

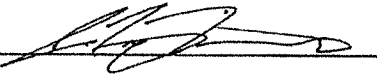
BASE COMPENSATION: \$60/hour. Assigned employee is anticipated to work
up to 30 hours/week and shall be paid only for hours worked. In the event of work in
excess of 40 hours/week, the overtime rate will be \$90/hour.

Hours should be reported via email to payroll@govtempsusa.com on the Monday after the prior

Work week. Client will be invoiced every other week for hours worked.

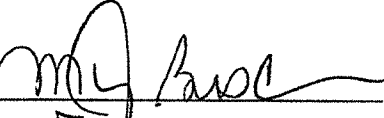
The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

GovTemps/ MGT CONSULTING:

By: 

Date: 2/27/2024

CLIENT:

By: 

Date: Feb. 21, 2024

This Exhibit A fully replaces all Exhibits A dated prior to the Effective Date of this Agreement.

Exhibit A-1

2024-043

2024-496

074-02-24

EXHIBIT B
Summary of Benefits

Does Not Apply

Exhibit B-1

2024-043
2024-496

074-02-24

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Ramona Metzger

PHONE NUMBER: 217-789-2191

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Contractual Services FISCAL IMPACT: \$ 42,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF AN EMPLOYEE LEASING AGREEMENT WITH MGT OF AMERICA CONSULTING, LLC TO RETAIN DALLAS WHITFORD TO PROVIDE FINANCIAL ASSISTANCE SERVICES FOR THE OFFICES OF BUDGET AND MANGEMENT AND PLANNING AND ECONOMIC DEVELOPMENT FOR AN AMOUNT NOT TO EXCEED ~~\$40,000.00~~ FROM MARCH 04, 2024 THROUGH FEBRUARY 28, 2025
42,000.00

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Employee Leasing Agreement

CONTRACTOR / VENDOR NAME: MGT of America Consulting, LLC

VENDOR NO: VC*8313

CONTRACT TERM: 03/04/2024 - 02/28/2025

Change in Scope

Yes ☐ No ☐

CONTRACT AMOUNT: \$ 42,000.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

☐ Low Bid

☐ Other: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☒

☐ Low Bid Meeting Specs

☐ Exception: _____

Is Purchasing Agent approval attached? No ☐ Yes ☒

☐ Low Evaluated Bid

Code Provision: _____

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Source	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	107	GENC	VARI	1218	\$42,000.00
2						
3						
4						

FUNDS CHECK BY:

Date:

[Signature]

1/24/24

DIRECTOR / SUPERVISOR SIGNATURE

Date:

[Signature]

1/24/24

CITY PURCHASING AGENT:

Date:

[Signature]

1-24-24

COMMENTS

City of Springfield desires to retain the services of Dallas Whitford for work within the Office of Budget and Management utilizing his knowledge of the City's financial processes. He will provide assistance to the budget and tax administration division within the Office of Budget & Management and fiscal services for the Office of Planning and Economic Development.

SIGN OFF:

[Signature]
(Mayor's Signature) GEM

[Signature] 1/24/24
(Director of OBM)

2024-043
2024-496

17965
074-02-21

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Office of Budget & Management

CONTACT PERSON: Ramona Metzger

EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached document

PHONE NUMBER: 217-789-2191

FISCAL IMPACT: \$38,000.00 (\$80,000 cumulative)

SUGGESTED TITLE: An Ordinance amending Ordinance 074-02-24 and authorizing an additional \$38,000 with MGT Impact Solutions LLC to retain Dallas Whitford to provide financial assistance services for the Office of Budget and Management and Planning and Economic Development through the end of Fiscal Year 2025.

CONTRACTOR / VENDOR NAME: MGT Impact Solutions LLC

VENDOR NO: VC*8593

CONTRACT TERM: March 1, 2024 - February 28, 2025 Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: NTE \$80,000.00 cumulative \$38,000.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one)

- ☐ Low Bid ☒ Other: Professional Service
☐ Low Bid Meeting Specs ☐ Exception: _____
☐ Low Evaluated Bid Code Provision: _____

Previous Ord #'s _____
Is Purchasing Agent approval required? No ☐ Yes ☐
Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE					
Fund	Agency	Org	Activity	Object	Amount
1					
2					
3					
4					

EXPENDITURE					
Fund	Agency	Org	Activity	Object	Amount
1	001	107	GENC	VARI	1216
2					\$38,000.00
3					
4					

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Ordinance# 074-02-24

STAFF ANALYSIS

Mr. Whitford's hours worked have been increased due to additional activity and staff turnover in the Department. This authorization will allow payment for work through the remainder of the 2025 Fiscal Year.

City of Springfield desires to retain the services of Dallas Whitford for work within the Office of Budget and Management utilizing his knowledge of the City's financial processes. He will provide assistance to the budget and tax administration division within the Office of Budget & Management and fiscal services for the Office of Planning and Economic Development.

FUNDS CHECK BY: Courtney Heinzel
Digitally signed by Courtney Heinzel
Date: 2024.11.01 15:40:36 -05'00'

DIRECTOR / SUPERVISOR: Metzger, Ramona M.
Digitally signed by Metzger, Ramona M.
Date: 2024.11.01 15:10:40 -05'00'

CITY PURCHASING AGENT: Lesko, Mike
Digitally signed by Lesko, Mike
Date: 2024.11.01 15:31:23 -05'00'

Date: _____

Date: _____

Date: _____

SIGN OFF: _____
(Mayor's Signature) *GFM*

Metzger, Ramona M.
Digitally signed by Metzger, Ramona M.
Date: 2024.11.01 15:10:49 -05'00'
(Director of OBM)

The information supplied on this form is not confidential information.