

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UW25-01-59 –
SOUTH FORK PUMP STATION PUMPS AND ELECTRICAL UPGRADES (REBID) WITH
HENSON ROBINSON COMPANY IN AN AMOUNT NOT TO EXCEED \$742,909.00, AND
AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$427,909.00
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UW25-01-59 – South Fork Pump Station Pumps and Electrical Upgrades (Rebid), for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UW25-01-59 was placed, and

WHEREAS, Henson Robinson Company ("Henson Robinson") submitted the only bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UW25-01-59, and

WHEREAS, the Office of Public Utilities is requesting a supplemental appropriation in the amount of \$427,909.00 from the Water Rate Stabilization Unappropriated Fund Balance into 101-100-BB-4342-2505 for this expenditure, and

WHEREAS, it is in the best interests of the City to approve the supplemental appropriation

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 accepts the bid from Henson Robinson for Contract UW25-01-59 – South Fork Pump Station Pumps and Electrical Upgrades (Rebid) in an amount not to exceed Seven Hundred Forty-Two Thousand Nine Hundred Nine Dollars and No Cents (\$742,909.00) for the Office of Public Utilities.

Section 2. The Council of the City of Springfield, Illinois, also hereby authorizes a supplemental appropriation from the Water Rate Stabilization Unappropriated Fund Balance into 101-100-BB-4342-2305 in the amount of \$427,909.00.

Section 3. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents on behalf of the Office of Public Utilities.

Section 4. The payment to Henson Robinson for the total maximum amount of Seven Hundred Forty-Two Thousand Nine Hundred Nine Dollars and No Cents (\$742,909.00) from Account No. 101-100-BB-4342-2505 is hereby authorized, approved, and directed.

Section 5. The Office of Budget and Management is hereby authorized and directed to effectuate said supplemental appropriation.

Section 6. The City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 7. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

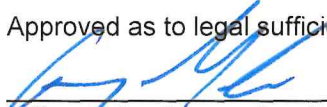
PASSED: _____, 2025 SIGNED: _____, 2025

RECORDED: _____, 2025 _____

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 3-12-25
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Henson Robinson Company
CONTRACT AMOUNT: \$742,909.00
TYPE OF AWARD: Low (Only) Bid / UW25-01-59 & Supplemental Appropriation

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance accepts Contract UW25-01-59 in an amount not to exceed \$742,909.00, with Henson Robinson Company ("Henson Robinson"), for the South Fork Pump Station's pump and electrical upgrades.

The project involves an upgrade of the electrical infrastructure at the South Fork Pump Station to accommodate the installation of two (2) new 30-inch vertical turbine mixed flow propeller oil-lubricated 450 HP pumps. These units will replace the existing pumps that are used to transfer water from South Fork of the Sangamon River to Lake Springfield in times of low lake level. These pumps are vital to the water plant operations in times of low precipitation. The existing pumps are over seventy (70) years old.

Henson Robinson supplied the only bid that was received for the subject project and the bid price was significantly higher than the engineer's estimate. The Office of Public Utilities is requesting a supplemental appropriation in an amount not to exceed \$427,909.00 from the Water Rate Stabilization Unappropriated Fund Balance into account 101-100-BB-4342-2505 in order to execute the above-referenced contract.

Henson Robinson is a local vendor.

CONTRACT NAME: South Fork Pumping Station Pumps
CONTRACT NO: UW25-01-59
DEPARTMENT: Water Filtration
DATE: March 4, 2025



	Henson Robinson Co. Springfield, IL	
Upgrade of electrical infrastructure at South Fork Pump Station to accommodate installation of two 30" vertical turbine mixed flow propeller oil lubricated 450 HP pumps.	\$675,511.00	*
Mobilization/Demobilization	\$5,000.00	
Construction Layout	\$2,000.00	
Bonds and Insurance	\$10,398.00	
Unforeseen Allowance	\$50,000.00	
Total Accepted Bid	\$742,909.00	

Recommend award of bid to Henson Robinson Company, low (only) bid.

**A mathematical error of \$300 on Henson Robinson's bid schedule was corrected in compiling this bid tab utilizing unit prices.*



**CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681**

PUBLIC WORKS

Contact: Office of the Purchasing Agent
Telephone: 217-789-2191

Date: **January 7, 2025**
Fax: 217-789-2207

Contract Index No: **UW25-01-59**

Contract Name: **South Fork Pump Station Pumps and Electrical Upgrades (Rebid)**

Pre Bid Meeting: **N/A**

Bid Security: **N/A**

Due Date: 2:00 P.M. Central Time USA February 6, 2025

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated. All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor: Henson Robinson Company

Contact Name: Zack Alderman

Vendor Address: 3550 Great Northern Ave., Springfield, IL 62711

Vendor E-Mail: zalderman@henson-robinson.com

Phone: (217) 544-8451

Fax: (217) 544-0829

BID PAGE FOR
SOUTH FORK ELECTRICAL UPGRADES AND INSTALLATION OF 450 HP PUMPS

BID TO:

Owner: City of Springfield, IL, Department of Public Utilities
City Water, Light & Power
Water Purification Plant
3100 Stevenson Drive
Springfield, IL 62703

BID FROM:

Bidder: Henson Robinson Company
3550 Great Northern Ave.
Springfield, IL 62711

ARTICLE 1 - BID VALIDITY

- 1.01 Bidder accepts all of the terms and conditions of the Contract Documents. This Bid will remain open for ninety (90) days after the day of Bid opening.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

- 2.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined copies of all the Contract Documents and of the following Addenda, receipt of which is hereby acknowledged.

Number	Date
[1]	[1-23-25]
[]	[]
[]	[]
[]	[]

- B. Bidder has familiarized itself with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, the production and delivery of the Equipment and Materials, and furnishing of Field Services and other services in connection therewith.
- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
- D. BIDDER has considered the following schedule of dates pertinent to the Contract Time in preparation of his Bid and has included in the Bid Amount provisions for

construction schedule acceleration and additional workforce that may be necessary during the prosecution of the Contract to obtain the following completions on the dates certain.

1. The Date of Contract is scheduled to be March 1, 2025.
2. The dates listed below will be adjusted day-for-day for any delay in the Date of Contract. For example, if the Date of Contract is March 1, 2025, each of the below dates would be adjusted forward fourteen (14) calendar days.
3. The following main items of Work shall be completed by the following dates.

a. Final Completion	March 1, 2026
---------------------	---------------

- E. BIDDER agrees that, for Final Completion, all portions of the Work, including all surface restorations, cleaning, and record drawings shall be complete such that Owner may final and closeout the project on or before the date of Final Completion stated above.
- F. The Final Completion date may be extended up to ninety (90) days if agreed to, in writing, by Project Managers of both Contractor and Owner. The maximum number of extensions allowed shall be two (2).
- G. Liquidated damages for failing to meet milestone schedules of the project will be as described in Article 14 of the Supplemental General Conditions.

- 2.02 BIDDER agrees to accept as full payment for the work proposed under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of quantities and costs, the following schedule of prices. BIDDER agrees that the lump sum amounts represent a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for on these Contract Documents.

ARTICLE 3 - BID PRICE

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BASE BID
SCHEDULE OF PRICES**

ITEM	DESCRIPTION	TOTAL (FIGURES)
A	Replace Water Pumps	
A.1	Shall include removal of two existing 300 hp pumps and installation of two new 450hp pumps furnished by CWLP. This item shall include all labor, transportation, shipping, coordination, equipment, tools, materials, electric service, electrical work, upgrades, modifications, improvements, grounding, site work, verification of existing facilities, labeling, programming, safety procedures, and associated incidentals to provide a complete and properly operating system at the CWLP South Fork pump station, as detailed herein and in accordance with the applicable City, Water, Light & Power requirements. Complete for the Lump Sum of:	\$ 675,511 .00
Replace Water Pumps Subtotal \$ 675,811 .00		

ITEM	DESCRIPTION	TOTAL (FIGURES)
B	Other Project Costs	
B.1	Mobilization/Demobilization. Complete for the Lump Sum of:	\$ 5,000 .00
B.2	Construction layout. Complete for the Lump Sum of:	\$ 2,000 .00
B.3	Bonds and Insurance. Contractor shall furnish a Performance Bond in an amount at least equal to the Contract Price (unless otherwise provided) as security for the faithful performance of all Contractor's obligations under the Contract Documents. This Bond shall remain in effect until at least one year after the date of final payment, except as otherwise provided by Law. All Bonds shall be in the forms prescribed by the Bid Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on	\$ 10,398 .00

	Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All Bonds signed by an agent shall be accompanied by a certified copy of the authority to act. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of the Point of Delivery or the surety ceases to meet the above requirements, Contractor shall within five days thereafter substitute another Bond and surety, both of which must be acceptable to Owner. Complete for the Lump Sum of:	
B.4	Transit Insurance. Transit Insurance shall be furnished by Contractor to insure and protect Contractor and Indemnified Parties from all risks and physical loss or damage to equipment and material, not otherwise covered under other policies, during transit from point of origin to the site of installation or erection. This insurance shall be written on an All Risk basis with additional coverage's applicable to the circumstances that may occur in the particular work included in this Contract. This insurance shall be in an amount not less than 100% of the manufactured or fabricated value of items exposed to risk in transit at any one time. Complete for the Lump Sum of:	\$ 0 .00
B.5	Performance and Payment Bonds as specified. Complete for the Lump Sum of: *Note: amount included in B.3	\$ 0 .00
B.6	Furnish, install and perform all miscellaneous work not included above to complete the work specified. Complete for the Lump Sum of:	\$ 0 .00
B.7	Illinois Sales Taxes as specified. Complete for the Lump Sum of:	\$ Exempt .00
B.8	Unforeseen Conditions Allowance as defined in, Section 01212. Complete for the Lump Sum of:	\$ 50,000.00
Other Project Costs Subtotal \$ 67,398 .00		
Total Base Bid Items A thru B inclusive of all subparts, Complete for the Lump Sum of: (Bid Security value shall be based on this total)		\$ 743,209 .00

Total Base Bid amount in writing:

Seven Hundred Forty Three Thousand Two Hundred Nine and no/100 Dollars

(NOTE: Amount written in words has precedence)

- 3.02 ALTERNATE BIDS: Bidder shall state the amount to be added to the Total Lump Sum Base Bid Amount for each Alternate listed below and as described in Section 01230 – Alternates.

Alternate No. 1 – Replace Transformers with 1000KVA Unit

Add \$ 296,015 .00

- 3.03 SUBCONTRACTOR/SUBCONSULTANTS: This Bid is based upon use of the following Subcontractors/Subconsultants:

(List ALL Subcontractors/Subconsultants. Attach additional sheets if needed.)

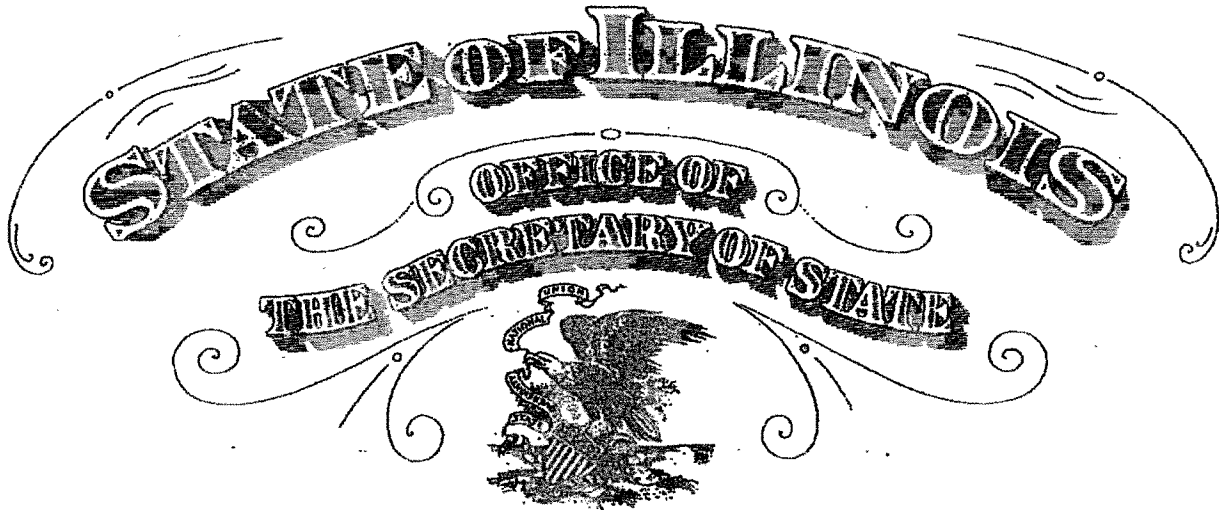
NO.	TRADE	SUBCONTRACTOR/SUBCONSULTANT
1	Mechanical/Piping	Henson Robinson Company
2	Electrical	B&B Electric
3	Concrete work	Henson Robinson Company
4	Sitework	Henson Robinson Company
5		
6		
7		
8		
9		
10		

3.04 EXCEPTIONS

- A. The following list states any and all variations from and exceptions to the requirements of the contract documents and that, otherwise, it is the intent of this Bid that the Work will be performed in strict accordance with the contract documents. Bidder's printed terms and

File Number

0880-211-4



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

HENSON ROBINSON COMPANY, INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JUNE 01, 1951, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



*In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 15TH
day of JANUARY A.D. 2009*

Jesse White

SECRETARY OF STATE

Authentication #: 0901501087
Verify at www.cyberdriveillinois.com

2025-118

ORDINANCE FACT SHEET

DATE OF 1st READING: 3/18/25

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: 742,909.00

SUGGESTED TITLE: Accepting & authorize bid / bid # & title / item(s) / vendor / dollar amount / authorizing a Supplemental Appropriation / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Henson Robinson Company

VENDOR NO: HE003170

CONTRACT TERM: 1 yr.

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: _____☐ 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	101	300	KB	1154		427,909.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	BB	4342	2305	742,909.00
2						
3						
4						

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

Bid tab, various pages from bid book

STAFF ANALYSIS

Authorizing contract UW25-01-59 - South Fork Pump Station Pumps and Electrical Upgrades (Rebid) with Henson Robinson Company for \$742,909.00 and authorizing a supplemental appropriation in the amount of \$427,909.00 from the Water Rate Stabilization Unappropriated Fund Balance to cover this expenditure.

FUNDS CHECK BY: Cavanaugh, Rachel H.

Digitally signed by Cavanaugh, Rachel H.
Date: 2025.03.06 09:50:49 -06'00'

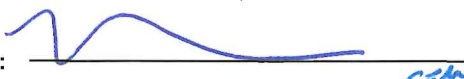
DIRECTOR / SUPERVISOR: Doug Brown

Digitally signed by Doug Brown
Date: 2025.03.06 09:44:46 -06'00'

CITY PURCHASING AGENT: Lesko, Mike

Digitally signed by Lesko, Mike
Date: 2025.03.06 10:58:19 -06'00'

SIGN OFF:


(Mayor's Signature)

Date: _____

Date: _____

Date: _____

Metzger, Ramona M.

Digitally signed by Metzger, Ramona M.
Date: 2025.03.06 12:04:44 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-118

AN ORDINANCE AUTHORIZING THE PURCHASE OF A
BACKHOE/LOADER FROM MARTIN EQUIPMENT, INC. FROM A
THIRD-PARTY COOPERATIVE PURCHASING AGREEMENT WITH
SOURCEWELL IN AN AMOUNT NOT TO EXCEED \$174,122.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of a new 2025 John Deere Backhoe/Loader from Martin Equipment, Inc. ("Martin Equipment") for the Office of Public Utilities, Water Department, and

WHEREAS, this backhoe/loader will be used for every day for installation/maintenance of services, lead service line replacements, water mains, fire hydrants, and valves by the Water Department personnel, 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 011723-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 2025 John Deere Backhoe/Loader from Martin Equipment in an amount not to exceed One Hundred Seventy-Four Thousand One Hundred Twenty-Two Dollars and No Cents (\$174,122.00).

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 One Hundred Seventy-Four Thousand One Hundred Twenty-Two Dollars and No Cents (\$174,122.00) from Account No. 101-100-BA-4602-1503 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

MAYOR

ATTEST: _____

Approved as to legal sufficiency:

 3-12-25

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: \$174,122.00
TYPE OF AWARD: Joint Purchase - Sourcewell

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes the purchase of a 2025 John Deere Backhoe/Loader with Martin Equipment, Inc. ("Martin Equipment") in an amount not to exceed \$174,122.00 through Sourcewell Joint Purchasing Contract #011723-JDC.

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

The new unit is a 2025 John Deere 320 P-Tier Backhoe/Loader with a 24-inch heavy-duty bucket for a base purchase price of \$145,372.00 and a 5-year or 5,000-hour Martin Max Maintenance & Repair Lease Agreement for \$28,750.00, for a grand total \$174,122.00. This new backhoe/loader will be used by the Office of Public Utilities' Water Department personnel for every day for installation/maintenance of services, lead service line replacements, water mains, fire hydrants, and valves.

Martin Equipment is a local vendor.



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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: March 7, 2025

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to Martin Equipment of Illinois for the purchase of one (1) John Deere Loader/Backhoe for the Office of Public Utilities, Water Distribution Division.

The Sourcewell Joint Purchasing Contract Number is #0311723-JDC.

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.



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

Quote Issued To: CITY OF SPRINGFIELD (WATER DEPT) MUNICIPAL CENTER SPRINGFIELD IL 62757 2177892312		QUOTATION	
Quote Issued By: Adam Paul		Quote #: 1009303	
		Issue Date: 3/6/2025	
		Expire Date: 4/3/2025	
		FOB: Springfield	

ITEMS LISTED FOR SALE

Item #	Year	Make	Model	Serial #	Hours	Quoted Sale Price
	2025	John Deere	320 P-Tier Backhoe Loader			\$145,372.00

Description

Loader Coupler, Three-Function Hydraulics, Single Lever
John Deere 4.5L - FT4/Stage IV
Engine Coolant Heater
LED 4-Corner Beacon Lights
1000 lb. Front Counterweight
Stabilizer Position Warning System with Transport Locks
24 in. Heavy-Duty Bucket, 8.1 cu. ft.
Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential
Flip-down Front Sun Visor
Diagnostic Oil Sampling Ports
Pilot Controls, Two Lever, with Pattern Selection
Heavy Lift - Extendible Dipperstick
Dual Batteries with Disconnect and Jump Post
Chrome Exhaust Extension
JDLink™
Deere Standard Mechanical Quick Coupler
Premium Mirrors - Exterior Rear View Mirrors (2) and Front View Mirror (1)
Premium Radio w/ Bluetooth and Microphone



MARTINEQUIPMENT.COM

2025-119



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

Description

Auxiliary Hydraulics with One Way Flow (To Run a Hammer)
Galaxy 21L-24 12PR Rear & 12.5/80-18 10PR Front
Enclosed Cab, LED Work Lights, Premium Air Suspension Heated & Ventilated Seat, Sun Shade
MFWD Guarding, Boom Protective Plate, Stabilizer Guards
12" HD Bucket, 3.1 Cubic Foot Capacity
5 Year or 5,000 Hour Full Comprehensive Warranty

NOTES

5 Year or 5,000 Hour Martin Max Maintenance & Repair Agreement = \$28,750
* Any moneys left in this pre-paid Martin Max Maintenance & Repair Agreement will be Credited back to the City of Springfield at the end of its contract.

QUOTE SUMMARY

Total Sale price: \$145,372.00
Total Trade Allowance: \$0.00

Subtotal: \$145,372.00
Sales Tax: \$0.00
Martin Max: \$28,750.00
Cash with Order: \$0.00
Document Fee: \$0.00

TOTAL: \$174,122.00

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

2025-119



JOHN DEERE

Customer Purchase Agreement/Commitment to Lease for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment - US ("Purchase Agreement")

PURCHASER/LESSEE ('PURCHASER') NAME AND ADDRESS ('First Signer')				DEALER NAME AND ADDRESS			
NAME (First, Middle, Last or Business Entity) CITY OF SPRINGFIELD (WATER DEPT)				DEALER NAME Martin Equipment		Dealer Account No.: CE 178537	
STREET or RR MUNICIPAL CENTER				STREET or RR 2384 J. David Jones Parkway			
CITY SPRINGFIELD	STATE IL	ZIP CODE 62757	COUNTY SANGAMON	CITY Springfield	STATE IL	ZIP CODE 62707	Date of Order: 3/6/2025 12:00 AM
PHONE NUMBER 2177892312		EMAIL ADDRESS CWLPAccountsPayable@c wlp.com		Dealer Order No.:		TYPE OF SALE: Cash	
PURCHASER/LESSEE (ALSO 'PURCHASER') NAME AND ADDRESS ('Second Signer')				PURCHASER TYPE: Local Government (5)		MARKET USE CODE: Sewer & Water (43)	
NAME (First, Middle, Last)				Add purchaser to Mailing List (Check One or More)			
STREET or RR				☐ Construction ☐ CCE ☐ Utility ☐ Forestry ☒ Government			
CITY	STATE	ZIP CODE	COUNTY	PURCHASER IS:		Purchaser Acct.: 206019	
PHONE NUMBER	EMAIL ADDRESS			☒ Business ☐ Individual			
				☐ SOCIAL SECURITY ☐ IRS TAX ID NO ☐ EIN			
				NO.:			

EXTENDED WARRANTY PURCHASED:				LOCATION OF FIRST WORKING USE:				STATE	COUNTY CODE
☒ Yes ☐ No _____ (Purchaser Initials)				County SANGAMON City Springfield				IL	IL-167
JOHN DEERE PROTECTa₊ SERVICE PLAN PURCHASED				☒ Yes ☐ No _____ (Purchaser Initials)					

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	☒	☐	☐	☐	John Deere 320 P-Tier Backhoe Loader Model Year 2025		TBD	\$145,372.00
	☐	☐	☐	☐	12" HD Bucket			
	☐	☐	☐	☐	24" HD Bucket			
	☐	☐	☐	☐	General Purpose Front Loader Bucket (coupler)			
	☐	☐	☐	☐	Cab, A/C, Suspension Seat, Exterior Rearview Mirrors, Interior Mirrors, Sun Shades, Radio			
	☐	☐	☐	☐	4wd, Auto Shifting PowerShift Transmission, Extended Reach HD Lift Backhoe			
	☐	☐	☐	☐	5 Year or 5,000 Total Machine Hour FULL Comprehensive Warranty			
	☐	☐	☐	☐	5 Year or 5,000 Total Machine Hour MARTIN MAX Maintenance & Repair Agreement (Any surplus of funds remaining in this pre-paid account will be Credited back to the City of Springfield's Account)			\$28,750.00
	☐	☐	☐	☐	Sourcewell Member #34550			
							(1) TOTAL CASH PRICE	\$174,122.00

NOTE

5 Year or 5,000 Hour Martin Max Maintenance & Repair Agreement = \$28,750

* Any moneys left in this pre-paid Martin Max Maintenance & Repair Agreement will be Credited back to the City of Springfield at the end of its contract.



JOHN DEERE

Customer Purchase Agreement/Commitment to Lease for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment - US ("Purchase Agreement")

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

(2) TOTAL TRADE-IN ALLOWANCE		\$0.00
(3) BALANCE (1-2)		\$145,372.00
(4) SALES TAX	RATE 0 %	\$0.00
(5) DOCUMENT FEE		\$0.00
(6) SUBTOTAL (3 & 4 & 5)		\$145,372.00
(7) MARTIN MAX		\$28,750.00
(8) CASH WITH ORDER		\$0.00
(9) BALANCE DUE (6-(7 & 8))		\$174,122.00



Customer Purchase Agreement/Commitment to Lease for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment - US ("Purchase Agreement")

JOHN DEERE

USE OF INFORMATION/PRIVACY NOTICE (U.S.)

I understand that John Deere Construction & Forestry Company and its parent and their affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their Equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <https://www.deere.com/en/privacy-and-data/privacy-statements/>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement.

PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink[®], connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned Purchaser(s) hereby order(s) the Equipment and/or other product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The Total Cash Price (line 1) shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Agreement.

Purchaser acknowledges the Purchaser has received a copy of the current Standard Warranty, and understands its terms and conditions (Purchaser Initials) _____.

Purchaser (First Signer) CITY OF SPRINGFIELD (WATER DEPT)

Signature _____

Date _____

Purchaser (Second Signer)

Signature _____ *GBM*

Date _____

Dealer Representative Adam Reeter

Signature _____

Date _____

Salesperson Adam Paul

Signature _____

Date _____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: _____	Purchaser Signature: _____
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ORDINANCE FACT SHEET

DATE OF 1st READING: 3/18/24

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$174,122.00SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / Joint Purchase - Sourcewell / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Martin Equipment of Illinois, Inc.VENDOR NO: 0MAR5950CONTRACT TERM: - 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: JP - Sourcewell☐ Low Evaluated BidCode 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	101	100	BA	4602	1503	174,122.00
2						
3						
4						

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

Quote

STAFF ANALYSIS

To purchase a new 2025 John Deere 320 P-Tier backhoe/loader for the Water Division using a joint purchase contract (Sourcewell - #011723-JDC) for \$174,122.00.

FUNDS CHECK BY: Dakota CapranicaDigitally signed by Dakota
Capranica
Date: 2025.03.07 12:37:27 -06'00'

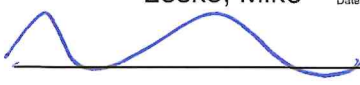
Date: _____

DIRECTOR / SUPERVISOR: Doug BrownDigitally signed by Doug Brown
Date: 2025.03.07 12:31:38 -06'00'

Date: _____

CITY PURCHASING AGENT: Lesko, MikeDigitally signed by Lesko, Mike
Date: 2025.03.07 12:55:16 -06'00'

Date: _____

SIGN OFF: 

(Mayor's Signature)

GEM

Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2025.03.10 08:37:48 -05'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-119

AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO (2) 2026
INTERNATIONAL DUMP TRUCKS FROM RUSH TRUCK CENTERS OF ILLINOIS,
INC. FROM A STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$299,317.12,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of two (2) 2026 International Dump Trucks from Rush Truck Centers of Illinois, Inc. ("Rush Truck Centers") for the Water Department, and

WHEREAS, these trucks are being purchased from State Contract No. 24-416CMS-BOSS-B-41660 (B-41660 JPMC Dump Trucks), and

WHEREAS, one (1) truck will replace an existing older model dump truck, which is being retired due to high mileage, and one (1) truck will be added for a new service crew within the Water Department, and

WHEREAS, in accordance with the provisions of Section 38.50 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 State of Illinois 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 the purchase of two (2) 2026 International Dump Trucks from Rush Truck Centers in an amount not to exceed Two Hundred Ninety-Nine Thousand Three Hundred Seventeen Dollars and Twelve Cents (\$299,317.12).

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

Section 3. The payment to Rush Truck Centers for the total maximum amount of Two Hundred Ninety-Nine Thousand Three Hundred Seventeen Dollars and Twelve Cents (\$299,317.12) from Account No. 101-100-BA-4602-1503 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

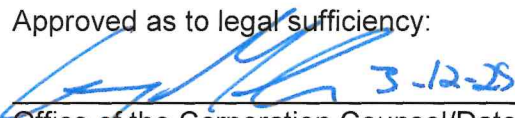
SIGNED: _____, 2025

RECORDED: _____, 2025

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:

CONTRACTOR NAME: Rush Truck Centers of Illinois, Inc.

CONTRACT AMOUNT: \$299,317.12

TYPE OF AWARD: Joint Purchase – State of Illinois

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes the purchase of two (2) 2026 International Dump Trucks in an amount not to exceed \$299,317.12, with Rush Truck Centers of Illinois, Inc. ("Rush Truck Centers") as a joint purchase in conjunction with State Contract No. 24-416CMS-BOSS-B-41660 (JPMC Dump Trucks). The State of Illinois solicited bids for vehicles and allowed municipalities to share bulk cost savings by ordering off such contracts.

These two (2) 2026 International HV507 SFA dump trucks cost the Water Department \$149,658.56 each. One of the new dump trucks will replace an older 2001 International 4900 dump truck with 144,000 miles; it is being replaced due to the high miles and will be used for parts. The other new dump truck is an addition to the fleet for a new service crew.

Rush Truck Centers is a local vendor.



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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: March 6, 2025

SUBJECT: Joint Contract Determination

I have reviewed the Ordinance Fact Sheet to Rush Truck Centers of Illinois. for the purchase of two (2) International Dump Trucks for the Office of Public Utilities.

The State of Illinois Joint Purchasing Contract Number is B-41660-JPMC Dump Trucks.

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 State of Illinois Purchasing Alliance contract available for joint purchasing.



HV507 SFA

Sales Proposal For:
City Water, Light & Power

Presented By:
RUSH TRUCK CENTERS

Prepared For:
 City Water, Light & Power
 Kirk Eberding
 800 E Monroe St.
 Springfield, IL 62757-0001
 (217)789 - 7863
 Reference ID: N/A

Presented By:
 RUSH TRUCK CENTERS
 Christopher S Wilson
 3441 Gatlin Road
 Springfield IL 62707 -
 (217)718-2220

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2026 HV507 SFA (HV507)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 56000. Calc. GVWR: 56000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 29.81% / 2.06% @ 55 MPH Calc. Geared Speed: 67.4 MPH
DIMENSION:	Wheelbase: 201.00, CA: 126.00, Axle to Frame: 65.00
ENGINE, DIESEL:	{Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DER} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends Gear Ratio: 6.14
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100WK Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
HV50700	Base Chassis, Model HV507 SFA with 201.00 Wheelbase, 126.00 CA, and 65.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AND	AXLE CONFIGURATION 6x4
	Notes : Pricing may change if axle configuration is changed.
1CAJ	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL
1LEH	LICENSE PLATE HOLDER Single Plate, Swing Type, Mounted Below Front Bumper
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty
1WGB	WHEELBASE RANGE 177" (450cm) Through and Including 226" (575cm)
2ARU	AXLE, FRONT NON-DRIVING {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
3708	SHOCK ABSORBERS, FRONT
3770	SPRINGS, FRONT AUXILIARY Rubber
3ACP	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 16,000-lb Capacity, Less Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck
	Notes : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 SqIn Spring Brake
4EXV	BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 SqIn
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake
4LAA	SLACK ADJUSTERS, FRONT {Haldex} Automatic
4LGA	SLACK ADJUSTERS, REAR {Haldex} Automatic
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKK	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Back of Cab, Perpendicular to Rail

<u>Code</u>	<u>Description</u>
4WBX	DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
4WDM	DUST SHIELDS, REAR BRAKE for Air Cam Brakes
4XDR	BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
4XDT	BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEU	AFTERTREATMENT COVER Aluminum
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WDM	EXHAUST HEIGHT 10'
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8ACE	BEACON LIGHT WIRING for (2) Customer Installed Beacons, Includes 2-Way Switch
8GXE	ALTERNATOR {Leece-Neville AVI160P2012} Brush Type, 12 Volt, 190 Amp Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8MSH	BATTERY SYSTEM {Fleetrite} Maintenance-Free, (4) 12-Volt 2640CCA Total, Top Threaded Stud
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
8RNC	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, Two Antennas and Antenna Bases with Wiring on Both Side Mirrors

<u>Code</u>	<u>Description</u>
8RPR	ANTENNA for Increased Roof Clearance Applications
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8TMG	TRAILER CONNECTION SOCKET (Phillips) 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps
8VAY	HORN, ELECTRIC Disc Style
8VUJ	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Right Side Back of Cab
8VZP	BEACON MOUNTING BRACKET Cab Provision Includes Roof Brackets for Customer Lights and Bracket Mounting
8WBW	JUMP START STUD 12V, Remote Mounted
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On
8WTK	STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
8XNY	HEADLIGHTS Halogen
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HAN	INSULATION, UNDER HOOD for Sound Abatement
9HBM	GRILLE Stationary, Chrome
9HBN	INSULATION, SPLASH PANELS for Sound Abatement
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100 <u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WK"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package

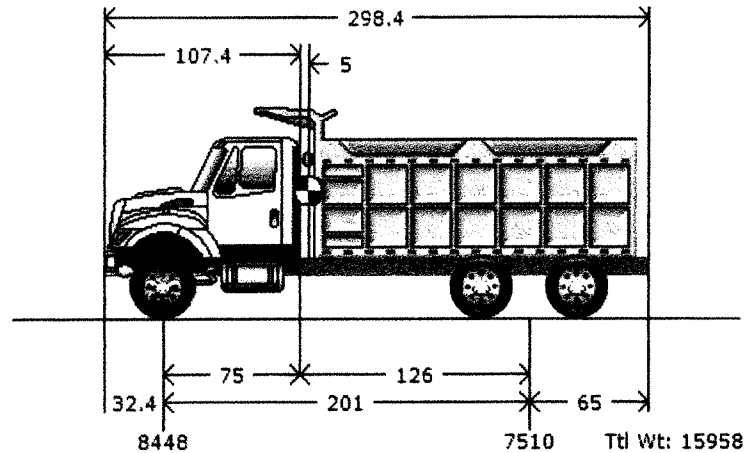
Code	Description
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA/MA/OR/NJ/NY/WA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.
10WKL	KEYS - ALL ALIKE, ID I-1604 Compatible with Z-150
10XBU	SPECIAL RATING, GVWR Limited to 68,000-lb GVWR
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EYX	ENGINE, DIESEL {Cummins L9 330} EPA 2024, 330HP @ 2200 RPM, 1000 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VAL	AIR CLEANER Dual Element, with Integral Snow Valve and In-Cab Control
12VKC	EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2025
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)
12WVH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty
13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WAW	OIL COOLER, TRANSMISSION {Modine} Water to Oil Type
13WDZ	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, S1 Performance in Primary and Fixed Programming in Secondary

Code	Description
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WGH	TRANSMISSION DIPSTICK Relocated to Right Side of Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYH	TRANSMISSION TCM LOCATION Located Inside Cab
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14GVR	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DER} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends . Gear Ratio: 6.14
14UMW	SUSPENSION, REAR, TANDEM {Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
14WBV	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam
14WCR	TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only
15924	FUEL TANK STRAPS Bright Finish Stainless Steel
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab
15LNS	FUEL/WATER SEPARATOR {Racor 400 Series} 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine
15SWE	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer
	<u>Includes</u>
	: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
	: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)
16GHU	GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16KDB	SEAT, PASSENGER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Back Angle Adjust
16KZW	SEAT, DRIVER {National 2000 195} Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Angle Back Adjust
16SEE	GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar

Code	Description
16SJX	MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.
16SNN	MIRRORS (2) C-Loop, Heated, Bright Heads, Black Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16VCC	SEAT BELT All Orange; 1 to 3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLV	MONITOR, TIRE PRESSURE Omit
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WSK	CAB REAR SUSPENSION Air Bag Type
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors
16XJN	INSTRUMENT PANEL Flat Panel
16XWJ	WINDSHIELD WIPER BLADES Winter Type
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DPN	WHEELS, FRONT {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
29WAR	WHEEL GUARDS, REAR {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts, Mounted Between Hub & Wheel and Between Dual Wheels
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
7382135444	(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
7792545437	(2) TIRE, FRONT 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
	Services Section:
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
1	DNE Truck Equipment Quote #1114 With Electric Brake Controller

Weight Summary
2026 HV507 SFA (HV507)

March 04, 2025



Graphics are provided as visual aids only and are not intended to represent the actual scale, shape, or color of the truck or its components. All weights are represented in lbs.

Truck			Body/Trailer			Chassis/Empty Weights	
Bumper to Axle	(BA)	32.4	Body Length	(BL)	180	Tractor Front Axle:	8,448
Wheelbase	(WB)	201.00				Tractor Rear Axle:	7,509
Axle to Frame	(AF)	65.00					
Axle to Back Cab	(ABC)	75					
Cab to Axle	(CA)	126					
Usable CA		126					
CA Reduction Adjustment		0.00					
Fuel-Diesel(Gals)		0					
DEF(Gals)		0					

Before the Cab			Cab			Payloads Chassis			Body			After the Body		
#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG	#	Weight	CG
									1	0	0			

Loads	
Payload Weight:	0
Driver:	0
Fuel-Diesel(Lbs):	0
DEF(Lbs):	0

Weight Distribution	
Total Front Axle:	8,448
Total Rear Axle:	7,510
Total Weight:	15,958

Weights and clearances in this proposal are estimates only. Navistar, Inc. is not liable for any consequences resulting from any differences between the estimated weights and clearances and the actual manufactured weights and clearances.

Weight Distribution

All weights are represented in lbs.

	Truck		
	Front	Rear	Total
<u>Chassis Weight</u>			
Chassis Weight:	8,448	7,509	15,957
Fuel:	0	0	0
DEF:	0	0	0
Empty Body:	0	1	1
(Curb Weight):	8,448	7,510	15,958

Loads

Payloads:	0	0	0
Driver:	0	0	0
Axle Totals (Gross Weight):	8,448	7,510	15,958

Weight Ratings

	Truck	
	Front	Rear
Axle(axle capacity)	16,000	40,000
Tire(tire capacity)	20,000	48,040
Suspension(suspension capacity)	16,000	40,000
Spring:	0	
 Fed Bridge Law (axle spread):	20,000	34,000 (52")
 Wheel Combination	Load	Limit
1 - 3	15,958	49,500

Federal Total Vehicle Weight Limit: 80,000

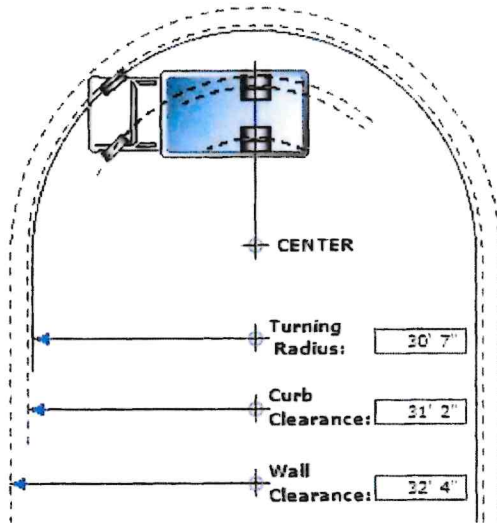
Maximum Gross Vehicle Weight Rating (GVWR) 56,000 - Gross Vehicle Weight(GVW) 15,958 = 40,042 Reserves

Weight Summary

* Distributed weights are within capacity limits

Turning Radius Summary 2026 HV507 SFA (HV507)

March 04, 2025



Series: HV
Model: HV507
Description: HV507 SFA
Model Year: 2026

Calculation Factors

Wheelbase: 201
Front Axle: 0002ARU
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity
Front Wheel: 0027DPN
Description: WHEELS, FRONT, {Accuride 29039} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset, with .5" Thick Disc
Front Tire: 07792545437
Description: TIRES, 315/80R22.5 Load Range L HAU 3 WT (CONTINENTAL), 480 rev/mile, 68 MPH, All-Position
Steering Gear: 0005PTB
Description: STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

Turning Radius Statistics

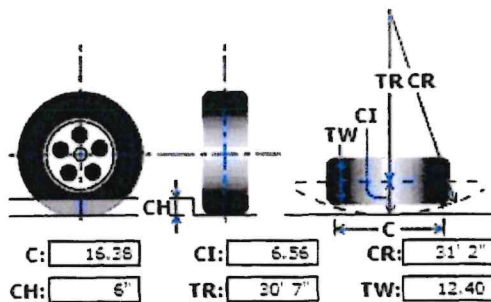
General Information

Inside Turn Angle: 43 Degrees
Radial Overhang: 21

Axle Information

KingPin Inclination: 6.25 Degrees
KingPin Center: 71.5

Turning Radius - Curb View



C - Curb Contact Length: 16.38
CI - Curb Clearance Increment: 6.56
CR - Curb Clearance Radius: 31'2"
CH - Curb Height: 6"
TR - Turning Radius: 30'7"
TW - Tire Width: 12.40

* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Factory List Prices:		
Product Items	\$171,636.00	
Service Items	\$0.00	
Total Factory List Price Including Options:		\$171,636.00
Freight	\$3,100.00	
Total Freight:		\$3,100.00
Total Factory List Price Including Freight:		\$174,736.00
Less Customer Allowance:		(\$62,810.09)
Total Vehicle Price:		\$111,925.91
Total Body/Allied Equipment:		\$37,559.65
Total Sale Price:		\$149,485.56
Total Per Vehicle Sales Price:		\$149,485.56
Total Net Sales Excluding Taxes:		\$149,485.56
Municipal Plate and Title Fee	\$173.00	
Total License, Title:		\$173.00
Net Sales Price:		\$149,658.56 x 2 299,317.12

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Regional Sales Manager 03/04/2025

Official Title and Date

Christopher S. Wilson
Authorized Signature

Accepted by Purchaser:

Firm or Business Name

GER Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

State Contract: B-41660 JPMC Dump Trucks
Bid Number: 24-416CMS-BOSS-B-41660
Agency: Central Management Services

ORDINANCE FACT SHEET

DATE OF 1st READING: 3/18/25

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: 299,317.12SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / via State Contract / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Rush Truck CentersVENDOR NO: VC0000003752CONTRACT TERM: - 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: JP - State
☐ Low Evaluated Bid Code Provision: 38.50(1)

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	101	100	BA	4602	1503	299,317.12
2						
3						
4						

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

Sales Proposal

STAFF ANALYSIS

Purchase 2 new dump trucks via a State contract for Water Dept.

FUNDS CHECK BY: Cavanaugh, Rachel H.
Digitally signed by Cavanaugh, Rachel H.
Date: 2025.03.06 12:07:05 -06'00'

Date: _____

DIRECTOR / SUPERVISOR: Doug Brown
Digitally signed by Doug Brown
Date: 2025.03.06 11:52:50 -06'00'

Date: _____

CITY PURCHASING AGENT: Lesko, Mike
Digitally signed by Lesko, Mike
Date: 2025.03.06 14:18:42 -06'00'

Date: _____

SIGN OFF: _____

(Mayor's Signature)

Metzger, Ramona M.
Digitally signed by Metzger, Ramona M.
Date: 2025.03.10 08:37:01 -05'00'

(Director of OBM)

2025-120

The information supplied on this form is not confidential information.

2025-121

AN ORDINANCE AUTHORIZING THE PURCHASE OF
REPLACEMENT PARTS FOR THE DALLMAN UNIT 4 FINISH
SUPERHEAT INLET PENDANTS FROM WOOD GROUP USA, INC.
IN AN AMOUNT NOT TO EXCEED \$72,820.00,
FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves the purchase of material needed for repairs to
Dallman Unit 4 Finish Superheat Inlet Pendants from Wood Group USA, Inc. ("Wood Group"),
and

WHEREAS, the current parts need to be replaced due to erosion. There is a long lead
time to obtain these parts, 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 the purchase
replacement parts for the Dallman Unit 4 Finish Superheat Inlet Pendants from Wood Group in
an amount not to Seventy-Two Thousand Eight Hundred Twenty Dollars and No Cents
(\$72,820.00).

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

Section 3. The payment to Wood Group for the total maximum amount of exceed to
Seventy-Two Thousand Eight Hundred Twenty Dollars and No Cents (\$72,820.00) from
Account No. 102-100-CAA-7711-1404 is hereby authorized, approved, and directed.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

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:

CONTRACTOR NAME: Wood Group USA, Inc.

CONTRACT AMOUNT: \$72,820.00

TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance authorizes the purchase of material needed for repairs to Dallman Unit 4 Finish Superheat Inlet Pendants.

The purchase, which included 12 loose tubes, will replace two (2) of the existing nineteen (19) pendants. These pendants are being replaced due to ash erosion in the base material.

Wood Group USA Inc. is the original manufacturer of these parts.



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

MEMORANDUM

TO: Michelle Carlisle
Office of Public Utilities

FROM: Mike Lesko, Purchasing Agent *JML*

DATE: March 3, 2025

SUBJECT: Sole Source Determination

I have reviewed the Ordinance Fact Sheet to Wood Group, USA for the purchase of superheat panel material at Unit 4 for the Office of Public Utilities, Dallman Plant.

Based on the information provided, Wood Group, USA is the Original Equipment Manufacturer (OEM)/Distributor 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.



Letter Date: Mar 3, 2025

City Water, Light and Power
Attn: Accts Payable 800 E Monroe St. 4th Floor
Municipal Center East
Springfield, IL 62757
USA

Wood Group USA, Inc.
16140 Lee Road, Suite 140
Fort Myers, Florida 33912
United States
www.woodplc.com

Emailed to:
Cary.Smith@cwlp.com

Attention: Cary Smith

Subject: Your Inquiry Email dated Nov 22, 2024

Wood Proposal No. 241372 **Rev:** A

Plant: Dallman 4

Thank you for your above inquiry. Wood Group USA, Inc. proposes to furnish material as described below subject to the Terms and Conditions of Sale CWLP Terms, submitted with this proposal.. In the event we are favored with an award, please reference our proposal number on all correspondence.

Item	Quantity	Ready to Ship ARO (Weeks)	Net Each	Extended
1	1 lot	30	\$72,820.00	\$72,820.00
(1) Right and a (1) Left side Finish Superheat Inlet Pendant per dwg. PD241372-25-0180 A				
- Chinese Material, Vietnam Fabrication - No slip spacers installed - Top cut line would be 1' above the roof center line in the GA area. - Back cut line in the GD 6" past the dissimilar metal weld. - EXWORKS Factory Vietnam - 40% payment upon award, 60% payment before shipment. - Please allow 6-8 weeks for shipping from Vietnam to USA.				

TOTAL: \$72,820.00 USD

Pricing is valid for 45 days. ARO shipment lead time is subject to prior sales and will be verified upon award. Freight terms are FOB S/P - Freight Ex Works. Shipment is listed above in weeks ARO. Payment terms are Net 30 days.

Pricing is based upon import/export tariffs in place as of the date of submittal of this proposal. Impacts to pricing caused by changes to the import/export tariff schedule following this date will be paid by Buyer in addition to the price.

'Wood' is a trading name for John Wood Group PLC and its subsidiaries.

2025-121

Please do not hesitate to contact Nisim Parliyan if you have any questions at: phone +1 908 391 6789 or by email at Nisim.Parliyan@woodplc.com.

Sincere regards,

Wood Group USA, Inc.



Ken McCarthy

Operations Manager, Power and Industrial

CC: Deborah Tarreto - deborah.tarreto@woodplc.com

City of Springfield, Illinois ("City") Conditions of Acceptance to Wood Group USA Inc., Maintenance Parts and Services Dept. Terms and Conditions of Sale of Goods (Form MPS/Goods (Rev 4)) for the purchase items for the **Dallman Unit 4 Finish Superheat Inlet Pendants (Wood Proposal No. 241372)** are as follows:

This contract does not authorize an expenditure of city funds in excess of the above mentioned Proposal amount without the prior approval of the Springfield City Council or Director of OBM as applicable. Wood Group USA Inc. ("Wood Group") 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 exceeds the said amount.

Affirmative Action Compliance

Wood Group agrees to adhere to the provisions of Chapter 93 of the City of Springfield Code of Ordinances, as amended, and particularly Section 93.13 thereof, which shall constitute the Affirmative Action program of this Agreement.

Non-Barring from Bidding

Wood Group certifies that 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.

Non-Delinquency

Wood Group certifies that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

Federal, State and Local Laws

All applicable federal, state, county and municipal laws, ordinances, rules and regulations and codes of all authorities having jurisdiction shall apply to this Quotation and the services hereunder and are deemed to be included herein the same as though herein written in full.

Paragraph 3. TAXES, is amended to include "The Buyer is a tax exempt governmental agency and shall provide a certification of such to Seller for Seller's use in this agreement."

Paragraph 11. GOVERNING LAW; DISPUTES, is amended as follows: "This contract shall be governed by and construed in accordance with the laws of the State of ~~New Jersey~~ Illinois. Any dispute between Buyer and Seller arising out of or relating to Seller's proposal and any contract arising therefrom, including the validity, interpretation, performance or breach thereof, shall be finally settled by arbitration in ~~New York City~~ Chicago in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association."

Wood Group USA Inc.

Richard Hawkins - VP of Power & Industrial

(Type or print name of Authorized Representative)

(Signature of Authorized Representative.)

Date: 05 MAR 2025

City of Springfield, Illinois

(Type or print name of Authorized Representative)

(Signature of Authorized Representative) GEA

Date: _____

ORDINANCE FACT SHEET

DATE OF 1st READING: 03/18/25

OFFICE REQUESTING: Office of Public UtilitiesCONTACT PERSON: Michelle CarlislePHONE NUMBER: x-2626EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$72,820.00SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / for Office of Public UtilitiesCONTRACTOR / VENDOR NAME: Wood Group USA, Inc.VENDOR NO: VC0000006820CONTRACT TERM: - 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: SS☐ Low Evaluated BidCode Provision: 38.40Previous 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	102	100	CAA	7711	1404	72,820.00
2						
3						
4						

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

Quote

STAFF ANALYSIS

This Ordinance is for approving the purchase of material needed for repairs to Dallman Unit 4 Finish Superheat Inlet Pendants.

FUNDS CHECK BY: Cavanaugh, Rachel H.Digitally signed by Cavanaugh,
Rachel H.
Date: 2025.03.03 10:50:37 -06'00'

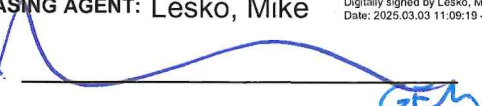
Date: _____

DIRECTOR / SUPERVISOR: Doug BrownDigitally signed by Doug Brown
Date: 2025.03.03 10:41:11 -06'00'

Date: _____

CITY PURCHASING AGENT: Lesko, MikeDigitally signed by Lesko, Mike
Date: 2025.03.03 11:09:19 -06'00'

Date: _____

SIGN OFF: 

(Mayor's Signature)

Metzger, Ramona M.

Digitally signed by Metzger,
Ramona M.
Date: 2025.03.03 11:27:28 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2025-121

AN ORDINANCE AUTHORIZING AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH WHKS & CO. FOR ADDITIONAL ENGINEERING SERVICES FOR ROADWAY AND DRAINAGE IMPROVEMENTS ON ADLOFF LANE BETWEEN STEVENSON DRIVE AND STANFORD AVENUE IN THE AMOUNT OF \$38,001.00 AND FOR A TOTAL AMOUNT NOT TO EXCEED \$128,464.00 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, Ordinance No. 279-06-23 approved a Professional Services Agreement dated June 20, 2023, with WHKS & Co for certain engineering services for Adloff Lane Road and Drainage Improvement Project; and

WHEREAS, Additional Professional Engineering services are needed for the Adloff Lane Road Improvement Project described on attached Exhibit A; and

WHEREAS, WHKS & Co. has the expertise and knowledge needed to provide Professional Services for the Adloff Lane Road and Drainage Improvement Project in the amount of \$38,001.00 and a total amount not to exceed \$128,464.00; and

WHEREAS, it is in the best interest of the City of Springfield to accept Amendment No. 1 with WHKS & Co.; and

WHEREAS, the City Purchasing Agent previously made a determination that this agreement is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.42 with regard to Professional Services; and

WHEREAS, a copy of the Amendment No. 1 to the agreement previously authorized by ordinance 279-06-23 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 Amendment No. 1 to an agreement with WHKS & Co. for preliminary engineering services for the Adloff Lane Road and Drainage Improvements Project for an additional amount of \$38,001.00 and a total amount not to exceed \$128,464.00. The Mayor and City Clerk are authorized to execute Amendment No. 1 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to WHKS & Co. (VC*6633) in the amount of \$38,001.00 and a total amount not to exceed \$128,464.00 from expenditure line 095-110-WORK-INFR-2306.

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

PASSED: _____, 2025

SIGNED: _____, 2025

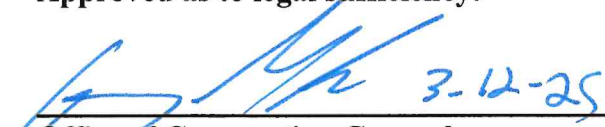
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-12-25

Office of Corporation Counsel



AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT

WHEREAS, **City of Springfield** (Client) and WHKS & Co. (WHKS) executed a Professional Services Agreement dated **June 20, 2023** for certain engineering services for **Adloff Lane Road Improvement** (Project), and

WHEREAS, the Agreement described a scope of services and was based on completion of certain services, and

WHEREAS, the Client has requested **Additional Design Engineering** services for the **Adloff Lane Road Improvement** as described in more detail in attached Exhibit A, and

NOW THEREFORE, the Client and WHKS hereby agree the amended compensation for services shall be increased by the following:

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly with a Not-to-Exceed Fee of \$38,001 including Expenses. External expenses include an administrative charge of 10 percent.

Executed this _____ day of _____

City of Springfield

By: _____
Printed Name: _____
Title: _____

WHKS & co.

By: *Cory W. Chamberlain*
Printed Name: Cory Chamberlain
Title: Vice President



Exhibit A to Amendment No. 1

A. Scope of Services Provided Under This Agreement:

1. ADA Ramp Design

- Design six (6) sidewalk and curbed ramps to meet ADA/Prowag criteria at the intersections within the project limits.

2. Plan Preparation – Cross Sections

- Prepare twenty two (22) additional roadway cross sections at typical intervals and at critical locations of utility crossings, entrances and sideroads.

3. Final Design

- Design and detail three (3) iterations of proposed storm sewer trunk and lateral lines to provide adequate drainage for the project area. This work was agreed to be out of the scope of the original contract.

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-18
DATE OF 1ST READING: 3/18/25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Professional Services FISCAL IMPACT: \$90,463.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF SUPPLEMENT NO. 1 TO THE PRELIMINARY ENGINEERING AGREEMENT WITH WHKS & CO ENGINEERING FOR THE ADLOFF LANE ROAD AND DRAINAGE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$38,001 FOR THE OFFICE OF PUBLIC WORKS

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

Agreement

CONTRACTOR / VENDOR NAME: WHKS & Co. Engineering

VENDOR NO: VC*6633

CONTRACT TERM: CONTRACT # Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$90,463.00 1 \$ 38,001.00
(Original amount if change order) Change Order # Additional Amount

Method of Purchase (check one) Previous Ord #s 279-06-23

☐ Low Bid ☐ Other: ☒ Exception: Professional Services
☐ Low Bid Meeting Specs ☒ Exception: Professional Services
☐ Low Evaluated Bid Code Provision: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	095	110	WORK	INFR	2306	\$38,001.00
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This Ordinance is for supplement number 1 to the professional services contract with WHKS to perform additional professional engineering services for roadway and drainage improvements along Adloff Lane, between Stevenson Drive and Stanford Avenue. Storm sewer trunk line design and multiple design iterations were required to create a drainage system minimizing conflicts with high pressure gas mains and eliminating right-of-way acquisitions.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING EXECUTION OF A CONSTRUCTION
ENGINEERING AGREEMENT WITH WHKS & CO., IN AN AMOUNT NOT TO
EXCEED \$140,033.50 FOR THE ADLOFF LANE ROAD AND DRAINAGE
IMPROVEMENTS 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 construction engineering services for roadway and drainage improvements along Adloff Lane between Stevenson Drive and Stanford Avenue; and

WHEREAS, WHKS & Co. is willing and able to provide these services for an amount not to exceed \$140,033.50; 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 agreement with WHKS & Co. 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 and payment in an amount not to exceed \$140,033.50 to WHKS & Co. for construction engineering services for roadway and drainage improvements along Adloff Lane between Stevenson Drive and Stanford Drive. 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 WHKS & Co. (VC*6633) in the amount of \$140,033.50 from account number 095-110-WORK-INFR-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: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

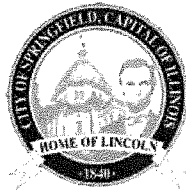
ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date 3-12-25



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

MEMORANDUM

TO: Matt Gairani
Office of Public Works

FROM: Mike Lesko,
Purchasing Agent *JML*

DATE: March 7, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet with WHKS & Co. for professional engineering services for Adloff Lane road improvements for a not to exceed amount of \$140,033.50 for the Office of Public Works

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



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Springfield** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Adloff Lane Road Improvement**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Construction phase engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly with a Not-to-Exceed Fee of \$140,033.50 including Expenses. External expenses include an administrative charge of 10 percent.

Executed this _____ day of _____

City of Springfield

By: _____

Printed Name: _____

Title: _____

WHKS & CO.

By: Cory U. Chamberlain

Printed Name: Cory Chamberlain

Title: Vice President

Exhibit A to Professional Services Agreement

A. Scope of Services Provided Under This Agreement:

1. Construction Administration

- Provide construction administration assistance during construction. Contract administration assistance activities conducted during project construction include clarification of design details, periodic visits to the construction site to observe the progress of work, review of shop drawings, review periodic payment estimates for completed construction work and recommend payments for processing, prepare change orders when required, and prepare the final summary of construction costs.
- Attend preconstruction meeting with Client, Contractor and Utility Owners.
- Prepare record drawings from Contractor provided "mark-ups" at the completion of the construction.
- Provide construction updates to the Client.

2. Construction Observation

- Provide project observation services during the construction of the Project. Duties are to provide on-site evaluations of the Project progress in accordance with the plans and specifications and report said progress to the Client. Additionally, the observer maintains a log book recording conditions at the job site, weather, record of visitors, summary of daily activities, actions taken, observations in general and assists in recording data for eventual preparation of Record Drawings. Observation duties do not include construction means, methods, procedures, and job-site safety. Fee based on 900 hours of observation and travel time.
- The testing of materials is the responsibility of the Contractor. Client has requested \$10,000 be appropriated in this contract for miscellaneous testing that may arise during observation at their request.

B. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Construction Staking and Layout.
2. Quality control testing and construction materials testing beyond \$10,000 in fee.
3. Attendance at additional meetings (other than those listed above).

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The terms of this Agreement shall be governed by the laws of the State of Illinois without giving effect to any choice of law or conflict of law rules or provision. Each party agrees that it will not initiate any suit, action or proceeding arising out of or relating to this Agreement in any Court other than the State Courts sitting in Sangamon County, Illinois for projects that originate through WHKS' Springfield office and/or the State Court sitting in Jo Daviess County, Illinois for WHKS projects originating out of its East Dubuque office. Each party agrees to submit to the exclusive jurisdiction and venue of such courts.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall

not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on any amount or type of damages, compensation or benefits payable by or for the client under the Workmens' Compensation Acts, Disability Acts, or other employee benefit acts.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses

spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any

changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions

necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made

any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. 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 WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services

with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services, WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

Revised: 10/03/18

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the

2025-123



WORK PLAN OUTLINE / FEE ESTIMATE																			
Construction Observation for Adloff Lane Road Improvements in Springfield, IL																			
Staff Hour Labor & Cost Estimate																			
Phase	Staff Category	Hourly Rate	Engineer III	Engineer II	Construction Observer I	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
001	Construction Observation		\$70.00	\$41.00	\$28.00	150.0	\$33,873.00	150.0	\$19,839.90	600.0	\$54,196.80							900.0	\$107,909.70
Task	01 Observation & Documentation					150.0													
	Phase Subtotal		150.0	\$33,873.00		150.0	\$33,873.00	150.0	\$19,839.90	600.0	\$54,196.80							900.0	\$107,909.70
002	Admin					45.0	\$10,161.90											45.0	\$10,161.90
Task	01 Admin					45.0	\$10,161.90											45.0	\$10,161.90
	02 Closeout					45.0	\$10,161.90											45.0	\$10,161.90
	Phase Subtotal		90.0	\$20,323.80		90.0	\$20,323.80											90.0	\$20,323.80
Sub-Total Labor			240.0	\$54,196.80	150.0	\$19,839.90	600.0	\$54,196.80										990.0	\$128,233.50
Expenses and Miscellaneous Costs																			
003	Expenses																		
Task	01 Material Testing																		
	02 Mileage																		
Sub-Total Expenses																			
Sub-Total Labor																			
GRAND TOTAL																			

Assumptions:

- 112 Working Days in construction season
- 112 WD x 8hrs = +/-900 hrs
- Work force estimated to be 67% CO1 and 33% EI/II/III
- WHKS to sample concrete (slump, air and cylinders). Subconsultant to test concrete (store & break samples), aggregate and HMA.
- ADMIN & Closeout 5% each.
- Construction begins April 1, 2025 (Est)
- Construction complete November 30, 2025 (Est)

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-19
DATE OF 1ST READING: 3/18/25

OFFICE REQUESTING: Public Works

CONTACT PERSON: David Whitworth

PHONE NUMBER: 789-2255

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

TYPE OF ORDINANCE: Professional Services

FISCAL IMPACT: \$140,033.50

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF CONSTRUCTION ENGINEERING AGREEMENT WITH WHKS & CO. ENGINEERING FOR THE ADLOFF LANE ROAD AND DRAINAGE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$140,033.50 FOR THE OFFICE OF PUBLIC WORKS

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

Agreement

CONTRACTOR / VENDOR NAME: WHKS & Co. Engineering

VENDOR NO: VC*6633

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

CONTRACT AMOUNT: \$140,033.50

(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: Professional ServicesIs 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	095	110	WORK	INFR	2306	\$140,033.50
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This Ordinance is for construction engineering services for roadway and drainage improvements along Adloff Lane, between Stevenson Drive and Stanford Avenue.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

AN ORDINANCE AUTHORIZING EXECUTION OF A MASTER SERVICES AGREEMENT WITH NV5 GEOSPATIAL, INC. FOR VARIOUS SUPPORT SERVICES AND DELIVERABLES FOR THE GEOGRAPHIC INFORMATION SYSTEMS AND COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEMS FOR AN AMOUNT NOT TO EXCEED \$355,000.00, 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 Offices of Public Works, Public Utilities, Planning and Economic Development desires support and maintenance for the Geographic Information Systems and Computerized Maintenance Management Systems to improve asset management and operational efficiency; and

WHEREAS, NV5 Geospatial, Inc. is willing and able to provide these services from March 1, 2025 through February 28, 2026 for an amount not to exceed \$355,000.00; 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 38.40; and

WHEREAS, it is necessary to enter into an agreement with NV5 Geospatial, Inc. for support and maintenance for the Geographic Information Systems and Computerized Maintenance Management Systems to improve asset management and operational efficiency; 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 a Master Services Agreement with NV5 Geospatial, Inc. for support and maintenance of the Geographic Information Systems and Computerized Maintenance Management Systems to improve asset management and operational efficiency for the Office of Public Works from March 1, 2025 through February 28, 2026 for an amount not to exceed \$355,000.00. The Mayor and City Clerk are authorized to execute the Agreement and 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 NV5 Geospatial, Inc. (VC*7526) for an amount not to exceed \$355,000.00 from accounts as follows:

FROM ACCOUNTS	AMOUNTS
001-110-WORK-GISS-1606	\$250,000.00
102-100-CBA-7778-1232	\$ 50,000.00
101-100-BE-6190-1218	\$ 30,000.00
001-111-DEVL-CDBG-1605	\$ 25,000.00
Total:	\$355,000.00

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-12-25
Office of Corporation Counsel

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made by and between the City of Springfield, IL (referred to herein as "Client") with offices at 300 S. 7th Street Springfield, Illinois, 62701 and NV5 GEOSPATIAL, INC., a Wisconsin corporation (referred to herein as "Consultant") with offices at 100 QBE Way, Suite 1225 Sun Prairie, WI 53590.

- I. **ENGAGEMENT.** Client desires to engage Consultant to provide Services as described in Exhibit A, Scope of Services. The "General Terms and Conditions" set forth as "Exhibit B" are hereby made a part of this Agreement. No deviation from the "Terms and Conditions for Professional Services" are authorized without the express written consent of Consultant.

- II. **SCOPE OF WORK.** Consultant shall provide Services in accordance with the "Scope of Work" attached hereto as "Exhibit A". Scope of Work (SOW), incorporated by reference to these terms and conditions, shall mean the technical description of the work to be performed. "Documentation" shall mean deliverable documentation in accordance with the SOW for services described therein. "Equipment" shall mean all equipment used by NV5 Geospatial, Inc. for the purpose of providing services as described in the SOW. Consultant agrees to commence Services embraced by this Agreement on March 1st, 2025.

- III. **METHOD AND LEVEL OF COMPENSATION.** Consultant shall provide Services as described in Exhibit A for in consideration of a sum to be determined at the beginning of each contract year with an updated exhibit. Consultant will not exceed specified amount in billings and/or commitments without prior written authorization from Client.

- IV. **INVOICES.** For payment of Services, Consultant shall invoice the account of: **City of Springfield, Office of Public Works, 300 S. 7th Street, Room 203, Springfield, Illinois 62701.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized representatives this 1st day of March, 2025. Signers warrant that they have the authority to bind the respective parties to this Agreement.

Date: _____

Date: _____

Client: **City of Springfield**

NV5 GEOSPATIAL, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

SCOPE OF WORK

for

**Agreement Dated March 1, 2025
between NV5 Geospatial ("NV5G")
and
City of Springfield, Illinois**

Labor Category	2025 List Rates	5% Discount Rates
Geospatial Analyst	\$154.70	\$146.97
Sr Geospatial Analyst	\$184.92	\$175.67
Geospatial Developer	\$230.16	\$218.65
Sr Geospatial Developer	\$276.19	\$262.38
Project Manager	\$248.72	\$236.28
Sr Project Manager	\$307.49	\$292.12
Solutions Architect	\$248.72	\$236.28
Sr Solutions Architect	\$307.49	\$292.12
Solutions Engineer	\$230.16	\$218.65
Senior Solutions Engineer	\$276.19	\$262.38

Total compensation under this contract shall not exceed \$355,000.00 per year per rates for the primary anticipated labor categories above (refer to the complete list in Appendix A).

(1) The work to be performed and/or the deliverables to be provided by NV5G for Client shall consist of the following:

Support and consulting services for the enterprise use of Geospatial Information Systems (GIS) and Asset Management Systems (AMS), including delivering essential spatial data, services and software for visualization (mapping) of data, comprehensive analysis of geographic patterns and asses/resource allocation.

- (2) Type and number of NV5G personnel expected to perform the Agreement:

NV5G staff expected to support this services agreement will align with the service category and rate table provided above.

- (3) Date(s) performance of Services and/or production of Deliverables is (are) to commence:

The effective date for this agreement begins: March 1, 2025

- (4) Expected duration of performance of Services and/or production of Deliverables:

This contract shall be in full force and effect from March 1st, 2025 through February 28th, 2026.

- (5) Compensation to be paid to NV5G (including times for and methods of payment):

NV5G shall be compensated up to the specific rates listed in Appendix A. NV5G shall submit invoices for the services rendered.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **The Agreement.** This Agreement between the parties, which shall describe and govern Client's engagement of Consultant to provide services (referred to herein as "Services") identified in the Proposal, consists of the Proposal, these General Terms and Conditions, Consultant's pricing, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement.
2. **Standard of Care.** The parties will consult and cooperate to coordinate Services with the activities of Client employees and other representatives. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed. In performance of Services and this Agreement, Consultant will comply in general accordance with applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other governmental requirements (including, but not limited to, such requirements imposed on Client with respect to Services).
3. **Schedule.** Consultant will use best efforts to perform Services in accordance with agreed upon schedule. Consultant is not responsible for delays as a result of acts of God, earthquake, fire, explosion, flood, the elements; strikes, lockouts, boycotts, picketing, labor disturbances or differences with workers; acts of the public enemy, war, rebellion, riots, acts of the government (federal, state, or municipal); shelter in place, quarantines, work restrictions or related government orders or mandates arising from or in connection with pandemics including COVID-19 (coronavirus), weather conditions adversely affecting aerial acquisition, flight clearances for access to air and space, aviation security restrictions, equipment failures or interruptions in communications systems; or any cause whatsoever beyond the control of the party in default. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant shall not be responsible for damages nor shall Consultant be deemed to be in default of this Agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause Consultant to perform extra services, such services shall be paid for by Client as extra services in accordance with paragraph.
4. **Changes.** Client may make changes in Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from Services, suspension of performance, and changes in schedule) by giving Consultant written notice of the same. If a change causes an increase or decrease in the time or costs required to perform Services according to this Agreement, the schedule and compensation for such Services will be equitably adjusted to reflect such increase or decrease, and the Agreement will be amended in writing accordingly.

5. Additional Services. Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this Agreement, or as identified via an amendment to the original Agreement.

6. Billing and Payment. Consultant will issue progress invoices, including applicable taxes, thereafter to Client as work is performed, but no more frequently than weekly. Undisputed progress invoices are payable by Client thirty (30) days after receipt of the invoice. Where the method of contract payment is based on a time-and-materials basis, the minimum time segment for the charging of work is one half hour. Salary increases will become effective immediately upon Consultant's authorization and will be reflected in the next invoice submitted to Client. All payments will be made in United States Dollars. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due as set forth in this Section. In such an event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall also be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services, including but not limited to a stop work order on the project, unless and until payment is made by Client in accordance with this Agreement.

Should Consultant be subpoenaed or called upon to testify for or on behalf of the Client or for consulting services on matters arising out of or related to the Work, Client shall compensate Consultant for its time at a rate of two times (2x) the Consultant's standard billing rates.

7. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal.

Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all

portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.

8. Reports. If requested by Client and agreed to by Consultant, Consultant will prepare and submit to Client a written report describing Services performed during the prior month and Services planned for the current month.

9. Confidential Information. Information acquired by Consultant in connection with Services (from Client or a third party or developed by Consultant) and not generally available to the public will constitute confidential information of Client (*Confidential Information*). "Confidential Information" shall include any and all oral, written or electronically transmitted information of a proprietary nature which is either owned by the Parties, or owned by any affiliate of the Parties and licensed to the other Party, including, but not limited to, any information relating to services or products that is not generally available to the public, including without limitation, identification of customers; business methods, strategies and practices; internal operations; pricing and billing; financial data; costs; personnel information; customer and supplier contacts and needs; sales lists; technology; software; computer programs; computer systems; inventions; patents-pending; product development; trade secrets of any kind; any information designated as confidential by either Party or that Party's clients; and all oral, written or electronically transmitted information learned by the receiving Party from the disclosing Party's employees, agents, or through inspection of the other Parties' property, that relate to the categories of information listed above. Confidential Information shall not include information that (i) is now or subsequently becomes generally available to the public through no fault or breach of this Agreement on the part of the receiving Party; (ii) the receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the other Party; (iii) is independently developed by either Party without the use of any Confidential Information; or (d) the receiving Party rightfully obtains from a third party who has the right to transfer or disclose it without a duty of confidentiality and/or nondisclosure.

Consultant will use and disclose Confidential Information only as reasonably required for performance of Services in accordance with this Agreement or as otherwise authorized in writing by Client. Consultant will not publish Confidential Information without prior written consent of Client. Without limitation of the foregoing, Consultant will not divert or misappropriate Confidential Information for Consultant benefit or the benefit of a third party. Consultant will take appropriate steps to protect Confidential Information from unauthorized use or disclosure.

10. Intellectual Property and Ownership of Documents. "Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs) and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world. "Pre-Existing Materials" means all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or

used by in connection with performing the Services, in each case developed or acquired prior to the commencement or independently of this Agreement.

Each party will retain all right, title, and interest in and to its own Pre-Existing Intellectual Property irrespective of any disclosure of such Pre-Existing Intellectual Property to the other party, subject to any licenses granted herein. All documents prepared by the Consultant pursuant to this Agreement, including but not limited to reports, field data, field notes, laboratory test data, calculations, and estimates are instruments of service in respect to the subject project. As such, the originals of all such documents shall be retained by and remain the property of the Consultant. The Client shall be entitled to copies of all such documents produced by the Consultant under this Agreement.

11. Limitations of Work Product. It is understood and the parties agree that the Client shall not use or reuse said documents or information contained therein for additions or modifications to the subject project, for other projects, or for completion of this project by another consultant, except by prior written agreement between the parties hereto and with appropriate compensation to the Consultant for such use or reuse. Any such use or reuse by the Client shall be at the Client's sole risk and without liability or legal exposure to the Consultant. Further, the Client shall defend, indemnify and hold harmless the Consultant, its officers, associates, servants, employees, consultants and agents, from and against any and all claims, demands, damages, losses or expenses of whatever kind or nature, including attorney's fees, arising out of or claimed to arise out of any such unauthorized use or reuse of said documents or information.

12. Risk Allocation and Limitations of Liability. No employee or agent of Consultant shall have individual liability to Client. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is greater. If Client desires a limit of liability greater than that provided above, Client and Consultant shall mutually agree in writing as to the amount of such limit and the additional compensation to be paid to Consultant for assumption of such additional risk. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE TO CLIENT FOR LIQUIDATED, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES.

13. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, Client's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

14. Indemnification by Client. Client agrees to indemnify and save harmless Consultant and any affiliation thereof, its officers, agents and employees from and against any and all claims and liability, loss, expenses, suits, damages, judgments, demands, and costs (including reasonable legal fees and expenses) arising out of: (i) the acts or omissions of Client, its employees, agents or its subcontractors; (ii) injury or death to persons, or loss of or damage to property, or fines which may result by reason of buying, selling, distribution, or use of any goods or services provided under this Agreement except to the extent that such damage is due solely and directly to the negligence of Consultant; (iii) false claims submitted by Client under this Agreement or as a result of a Client misrepresentation of fact, or fraud by Client.

15. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

16. Relationship of Parties. Consultant is an independent contractor, not an employee or agent of Client. Without limitation of the foregoing, Consultant will (a) not enter into any contract, agreement, or other commitment, or incur any obligation or liability, in the name or otherwise on behalf of Client; (b) not be entitled to any worker compensation, pension, retirement, insurance, or other benefits afforded to employees of Client; (c) provide for federal income tax and other withholding related to Consultant compensation; (d) pay social security, unemployment, and other employer taxes related to Consultant employment, employees, or compensation; (e) provide worker compensation and other insurance related to Consultant employment or employees; and (f) perform all reporting, recordkeeping, administrative, and similar functions related to Consultant employment, employees, or compensation.

17. Dispute Resolution. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the State where the Project is located. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American

Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or Services performed under this Agreement. In an action, suit, or other legal proceeding to enforce a right or remedy under this Agreement, the prevailing party will be entitled to recover its costs and expenses (including, without limitation, expert witness and attorney fees) reasonably incurred in connection with such action, suit, or other proceeding or any appeal thereof. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

18. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

19. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

20. Governing Law and Survival. This agreement will be governed by and construed in accordance with the laws of the state of Florida, without giving effect to the principles of conflict of laws thereof. Each party also hereby irrevocably submits to the exclusive jurisdiction of the courts of Broward County, Florida in any proceeding arising out of or relating to this agreement, and to the federal district courts located therein.

21. Severability. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

22. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's general accordance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

23. Entire Agreement. To the extent allowed by law, any agreement that is part of the scope of Consultant's Services and incorporated by reference into this Agreement shall be subordinated to the terms and conditions of this Agreement where they conflict. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

Appendix A – Full Rate Schedule

Labor Category	2025	5%
	List Rates	Discount Rates
Sr Subject Matter Expert	\$ 312.00	\$ 296.40
Consultant Subject Matter Expert	\$ 328.61	\$ 312.18
Consultant Management Consultant	\$ 289.63	\$ 275.15
Consultant Enterprise Architect	\$ 278.49	\$ 264.57
Staff Technical Architect	\$ 222.80	\$ 211.66
Sr Technical Architect	\$ 277.03	\$ 263.18
Staff Solutions Architect	\$ 248.72	\$ 236.28
Sr Solutions Architect	\$ 307.49	\$ 292.12
Staff Application Architect	\$ 276.19	\$ 262.38
Sr Application Architect	\$ 307.49	\$ 292.12
Staff Cloud Architect	\$ 248.72	\$ 236.28
Sr Cloud Architect	\$ 307.49	\$ 292.12
Staff Application Designer	\$ 175.90	\$ 167.11
Sr Application Designer	\$ 203.14	\$ 192.98
Staff Geospatial Project Manager	\$ 248.72	\$ 236.28
Sr Geospatial Project Manager	\$ 307.49	\$ 292.12
Staff Geospatial Developer	\$ 230.16	\$ 218.65
Sr Geospatial Developer	\$ 276.19	\$ 262.38
Staff Geospatial Analyst	\$ 154.70	\$ 146.97
Sr Geospatial Analyst	\$ 184.92	\$ 175.67
Staff Systems Engineer	\$ 193.93	\$ 184.23
Sr Systems Engineer	\$ 224.95	\$ 213.70
Staff Solutions Engineer	\$ 230.16	\$ 218.65
Sr Solutions Engineer	\$ 276.19	\$ 262.38
Staff Database Engineer	\$ 181.18	\$ 172.12
Sr Database Engineer	\$ 222.03	\$ 210.93
Staff Systems Analyst	\$ 137.26	\$ 130.40
Sr Systems Analyst	\$ 159.22	\$ 151.26
Staff Help Desk Specialist	\$ 115.30	\$ 109.54
Sr Help Desk Specialist	\$ 148.24	\$ 140.83
Staff Quality Assurance Specialist	\$ 248.72	\$ 236.28
Sr Quality Assurance Specialist	\$ 307.49	\$ 292.12
Staff Database Analyst	\$ 126.28	\$ 119.97
Sr Database Analyst	\$ 142.75	\$ 135.61
Staff Documentation Specialist	\$ 71.37	\$ 67.80
Sr Documentation Specialist	\$ 87.84	\$ 83.45

Staff Geospatial Technician	\$ 101.50	\$ 96.43
Sr Geospatial Technician	\$ 114.21	\$ 108.50
Staff Administrative Support	\$ 49.41	\$ 46.94
Sr Administrative Support	\$ 58.20	\$ 55.29
Staff Project Coordinator	\$ 128.37	\$ 121.95
Sr Project Coordinator	\$ 149.89	\$ 142.40
Staff Cartographer	\$ 179.74	\$ 170.75
Sr Cartographer	\$ 224.67	\$ 213.44
Staff Facility Security Specialist	\$ 138.95	\$ 132.00
Sr Facility Security Specialist	\$ 173.69	\$ 165.01
Staff GeoINT Analyst	\$ 87.73	\$ 83.34
Sr GeoINT Analyst	\$ 123.55	\$ 117.37
Staff Operations Manager	\$ 185.29	\$ 176.03
Sr Operations Manager	\$ 231.62	\$ 220.04
Staff Photogrammetrist	\$ 120.50	\$ 114.48
Sr Photogrammetrist	\$ 149.81	\$ 142.32
Staff Program Manager	\$ 281.51	\$ 267.43
Sr Program Manager	\$ 351.89	\$ 334.30
Registered Land Surveyor	\$ 299.20	\$ 284.24
Staff Survey Technician	\$ 89.49	\$ 85.02
Sr Survey Technician	\$ 143.62	\$ 136.44

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-20
DATE OF 1ST READING: 03/17/2024

OFFICE REQUESTING: Public Works

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

TYPE OF ORDINANCE: Professional Services FISCAL IMPACT: \$355,000.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING EXECUTION OF A MASTER SERVICES AGREEMENT WITH NV5 GEOSPATIAL, INC, FOR VARIOUS SUPPORT SERVICES AND DELIVERABLES FOR THE GEOGRAPHIC INFORMATION SYSTEMS AND COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEMS IN AN AMOUNT NOT TO EXCEED \$355,000.00 FOR THE OFFICES OF PUBLIC WORKS.

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

CONTRACTOR / VENDOR NAME: NV5 Geospatial, Inc.

VENDOR NO:

CONTRACT TERM: 1 Year

CONTRACT #

Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: \$355,000.00

(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	001	110	WORK	GISS	1606	\$250,000.00
2	102	100	CBA	7778	1232	\$50,000.00
3	101	100	BE	6190	1218	\$30,000.00
4	001	111	DEVL	CDBG	1605	\$25,000.00

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

This is an ordinance for the execution of a master services agreement with NV5 Geospatial, LLC. For support and deliverables for the Geographic Information Systems and Computerized Maintenance Management Systems to improve asset management and operational efficiency for Public Works, CWLP Electric Division, CWLP Water Division and Office of Planning and Economic Development.

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

S:\Excel\Forms\25-20 NV5 Geospatial (GIS Inc.) \$355k The information supplied on this form is not confidential information.

Revised 5/26/04

2025-124

2025-125

AN ORDINANCE ACCEPTING THE LOWEST RESPONSIBLE BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW25-12-58 WITH P.H. BROUGHTON & SONS, INC. TO FURNISH CONSTRUCTION OF ADLOFF LANE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$1,235,237.00 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, P.H. Broughton & Sons, Inc. has submitted the lowest responsible bid meeting specifications to furnish construction of Adloff Lane for the Office of Public Works, in an amount not to exceed \$1,235,237.00; and

WHEREAS, the work along Adloff Lane includes drainage and pavement improvements; 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. PW25-12-58.

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 P.H. Broughton & Sons, Inc. to furnish construction of Adloff Lane for the Office of Public Works, in an amount not to exceed \$1,235,237.00. The Mayor and City Clerk are authorized to execute contract no. PW25-12-58 on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to P.H. Broughton & Sons, Inc. (OBRO 2800) in the amount of \$1,235,237.00 in accordance with the terms of Contract PW25-12-58 from account number 095-110-WORK-ADLF-2307.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk

PASSED: _____, 2025
2023

SIGNED: _____,

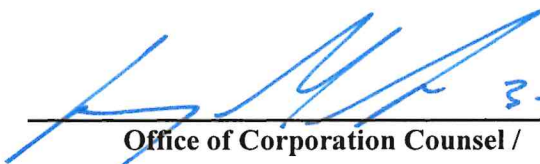
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher



Office of Corporation Counsel / Date

3-12-25

2025-125

2025-125



Local Public Agency: City of Springfield
County: Sangamon
Contract Number: PW25-12-58
Estimate: 0.00

Date: February 27, 2025
Time: 2:00
Title: Adolfo Lane
Improvements

Attended By:

Tabulation of Bids

Name of Bidder:			P.H. Broughton & Sons, Inc.			Truman L. Flatt & Sons, Inc.		
Address of Bidder:			905 N Lincoln Av			2300 N 16th St		
			Springfield, IL 62702			Springfield, IL 62702		
Proposal Guarantee:			Yes			Yes		
Terms:			5%			5%		
Approved Engineer's Estimate			Total			Total		
Item No.	Item	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price
20101400	NITROGEN FERTILIZER NUTRIENT	POUND	100	5.00	500.00	4.90	490.00	5.00
20101500	PHOSPHORUS FERTILIZER NUTRIENT	POUND	100	5.00	500.00	4.90	490.00	5.00
20101600	POTASSIUM FERTILIZER NUTRIENT	POUND	100	5.00	500.00	4.90	490.00	5.00
20200100	EARTH EXCAVATION	CU YD	2529	33.00	83,457.00	53.71	135,832.59	33.00
20800150	TRENCH BACKFILL	CU YD	141	100.00	14,100.00	127.41	17,964.81	100.00
25100125	MULCH, METHOD 3	ACRE	1	5,000.00	5,000.00	4,950.01	4,950.01	5,000.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	300	4.00	1,200.00	2.09	627.00	4.00
28000300	PERMANENT EROSION CONTROL	FOOT	36	25.00	900.00	20.90	752.40	25.00
28000400	PERIMETER EROSION BARRIER	FOOT	1850	3.00	5,550.00	5.88	10,878.00	3.00
28000510	INLET FILTERS	FOOT	20	140.00	2,800.00	403.38	8,167.60	140.00
28100207	STONE RIPRAP, CLASS A4	TON	26	140.00	3,640.00	119.64	3,110.64	140.00
28200200	FILTER FABRIC	TON	29	10.00	290.00	10.52	305.08	10.00
35102000	AGGREGATE BASE COURSE, TYPE B 8"	SO YD	8242	28.00	230,776.00	25.55	210,583.10	28.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-93, MIX "D", N70, W/FIBER	TON	1148	119.00	136,612.00	150.68	172,900.64	119.00
40604062	HOT-MIX ASPHALT SURFACE COURSE, IL-93, MIX "D", N70, W/FIBER	TON	766	144.00	110,304.00	168.40	128,994.40	144.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SO YD	672	120.00	80,640.00	141.03	94,772.16	120.00
42400100	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SO FT	1635	20.00	32,700.00	19.60	32,046.00	20.00
42400800	DETECTABLE WARNINGS	SO FT	48	50.00	2,400.00	50.09	2,404.32	50.00
44000100	PAVEMENT REMOVAL	SO YD	6797	8.25	56,075.25	15.72	106,848.84	8.25
44000200	DRIVEWAY PAVEMENT REMOVAL	SO YD	682	10.00	6,820.00	33.97	23,167.54	10.00
44000400	GUTTER REMOVAL	FOOT	501	10.00	5,010.00	14.62	7,324.62	10.00
44000600	SIDEWALK REMOVAL	FOOT	1592	2.00	3,184.00	5.39	8,580.88	2.00
48102100	AGGREGATE WEDGE SHOULDER, TYPE B	SO FT	25	1,000.00	25,000.00	2,504.70	62,617.50	1,000.00
50104000	CONCRETE HEADWALL REMOVAL	EACH	1	15.00	15.00	60.98	60.98	15.00
50105220	PIPE CULVERT REMOVAL	FOOT	217	20.00	4,340.00	58.81	12,760.77	20.00
55100500	STORM SEWER REMOVAL 12"	FOOT	804	4,550.00	3,658,200.00	7,405.20	5,992,819.20	4,550.00
60219100	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 9 FRAME AND GRATE	EACH	6	3,300.00	19,800.00	2,660.05	15,963.30	3,300.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	4	3,300.00	13,200.00	3,947.63	15,790.52	3,300.00
60236600	INLETS, TYPE B, TYPE 9 FRAME AND GRATE	EACH	5	3,300.00	16,500.00	3,566.48	17,832.40	3,300.00
60240303	INLETS, TYPE B, TYPE 9 FRAME AND GRATE	EACH	2	2,300.00	4,600.00	2,772.50	5,545.00	2,300.00
60260500	INLETS TO BE ADJUSTED WITH NEW TYPE 3 FRAME AND GRATE	EACH	8	1,000.00	8,000.00	862.12	6,906.96	1,000.00
60300305	FRAMES AND LIDS TO BE ADJUSTED	EACH	1	750.00	750.00	1,252.35	1,252.35	750.00
60500040	REMOVING MANHOLES	EACH	8	200.00	1,600.00	571.73	4,573.84	200.00
60500060	REMOVING INLETS	EACH	35	65.00	2,275.00	114.35	4,002.25	65.00
60604400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B4.18	FOOT	90	75.00	6,750.00	141.57	12,741.30	75.00
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B4.24	FOOT	90	12,000.00	1,080,000.00	31,099.23	2,818,730.10	12,000.00
67100100	MOBILIZATION	L SUM	1	105.00	105.00	98.01	98.01	105.00
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	FOOT	508	5,800.00	2,948,400.00	9,801.00	4,980,808.00	5,800.00
X2500900	SEEDING, CLASS 1 (SPECIAL)	ACRE	1	0.01	0.01	0.62	0.62	0.01
X4060101	TRACKLESS TACK	POUND	20175	1,500.00	30,262,500.00	2,286.90	46,108,575.00	1,500.00
X5510011	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	1	3,250.00	3,250.00	2,232.45	2,232.45	3,250.00
X6023508	INLETS, TYPE A, WITH SPECIAL FRAME AND GRATE	EACH	1	4,500.00	4,500.00	5,608.35	5,608.35	4,500.00
X6025604	PROPOSED MANHOLE CATCH BASIN CONNECTION OVER EXISTING STORM	EACH	1	42.00	42.00	52.27	52.27	42.00
X6062400	CONCRETE GUTTER (SPECIAL)	FOOT	4221	11,500.00	48,390,000.00	38,882.96	162,923,565.60	11,500.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	800.00	800.00	563.82	563.82	800.00
X7240600	REMOVE AND RE-ERECT EXISTING SIGN	EACH	8	20,500.00	164,000.00	20,811.00	166,488.00	20,500.00
Z0001110	GAS VALVE TO BE ADJUSTED	L SUM	1	115.00	115.00	203.64	203.64	115.00
Z0013798	CONSTRUCTION LAYOUT	FOOT	333	115.00	38,195.00	67,112.12	22,348,356.76	115.00
Z0056648	STORM SEWERS, TYPE 1, WATER MAIN QUALITY PIPE, 12"	FOOT	333	115.00	38,195.00	67,112.12	22,348,356.76	115.00
Total Bid:				As Read:	\$1,235,237.00	As Calculated:	\$1,619,678.92	
					1,235,237.00		\$1,619,678.92	

REVIEWED
COMMITTEE ON STANDARDIZATIONS
AND SPECIFICATIONS

MAR 04 2025

BY

CHAIRMAN

The Department of Public Works recommends this contract be awarded to P.H. Broughton & Sons, Inc.

ORDINANCE FACT SHEET

REQUEST FORM NO: 25-18
DATE OF 1ST READING: 3-18-2025

OFFICE REQUESTING: Public Works CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255 ext 5227

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

TYPE OF ORDINANCE: low bid FISCAL IMPACT: \$1,235,237.00

(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. PW25-12-58 WITH P.H. BROUGHTON & SONS, INC. TO FURNISH CONSTRUCTION OF ADLOFF LANE IMPROVEMENTS FOR THE OFFICE OF PUBLIC WORKS

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

CONTRACTOR / VENDOR NAME: P.H. Broughton & Sons, Inc. VENDOR NO: 0BRO2800

CONTRACT TERM: completion CONTRACT # PW25-12-58 Change in Scope Yes ☐ No ☒

CONTRACT AMOUNT: \$1,235,237.00

(Original amount if change order)

Change Order #

Additional Amount

Method of Purchase (check one)

Previous Ord #s

☒ Low Bid ☐ Other: ☐ Exception: ☐ Is Purchasing Agent approval required? No ☐ Yes ☒
☐ Low Bid Meeting Specs ☐ 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	095	110	WORK	ADLF	2307	\$ 1,235,237.00
2						
3						
4						

FUNDS CHECK BY: Date: 03-04-2025
DIRECTOR / SUPERVISOR SIGNATURE Date: 4 MAR 25
CITY PURCHASING AGENT: Date: 3-5-25

COMMENTS

This ordinance is for drainage and pavement improvements to Adloff Lane. \$400,000 of this work is funded with DCEO Grant 21-230419.

SIGN OFF:


(Mayor's Signature) GEM


(Director of OBM)

AN ORDINANCE APPROVING THE APPOINTMENT OF STEVEN M. SIMPSON-BLACK TO THE SPRINGFIELD URBAN FORESTRY COMMISSION

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 Section 102.10 (b) of the 1988 City Code of Ordinances, as amended, the mayor, with the advice and consent of the City Council, shall appoint members to serve on the Springfield Urban Forestry Commission for three year terms; and

WHEREAS, Mayor Misty Buscher desires to appoint Steven M. Simpson-Black to replace Scott Marlow on the Springfield Urban Forestry Commission. His term will end March 2028.

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

Section 1: That the City Council hereby approves the appointment of Steven M. Simpson-Black, to the Springfield Urban Forestry Commission. His term will end March 2028.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk

PASSED: _____, 2025

SIGNED: _____, 2025

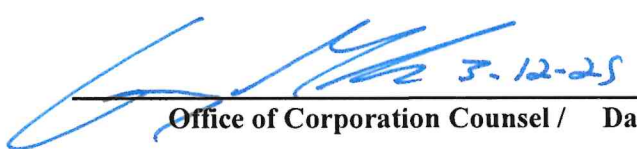
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

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: MAYOR BUSCHER CONTACT PERSON MIKE DISCO
PHONE NUMBER: 789-2200

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

TYPE OF ORDINANCE: APPOINTMENT TO COMMISSION FISCAL IMPACT: \$0.00

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

SUGGESTED TITLE:

THIS ORDINANCE IS TO APPOINT STEVEN M. SIMPSON-BLACK, TO THE URBAN FORESTRY COMMISSION.

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

CONTRACTOR / VENDOR NAI _____ 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 _____

- ☐ Low Bid ☐ Other: _____ Is Purchasing Agent approval require No ☐ Yes ☐
- ☐ Low Bid Meeting Specs ☐ Exception: _____ Is Purchasing Agent approval attache 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						
2						
3						
4						

FUNDS CHECK BY: _____	Date: _____
DIRECTOR / SUPERVISOR SIGNATURE _____	Date: _____
CITY PURCHASING AGENT: _____	Date: _____

COMMENTS

PURSUANT TO CITY OF SPRINGFIELD CODE OF ORDINANCES, CHAPTER 102, THIS ORDINANCE IS TO APPOINT STEVEN M. SIMPSON-BLACK, WHO RESIDES ON VARSITY COURT, SPRINGFIELD, TO THE URBAN FORESTRY COMMISSION. THE APPOINTMENT WILL REPLACE SCOTT MARLOW'S EXPIRED TERM AND RESIGNATION. TERM WILL BE FOR THREE YEARS. 1ST APPT

SIGN OFF:

Springfield

(Mayor's Signature)

GEM

(Director of OBM)

2025-126

**AN ORDINANCE APPROVING THE APPOINTMENT OF WADE KAMMIN TO
THE SPRINGFIELD URBAN FORESTRY COMMISSION**

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 Section 102.10 (b) of the 1988 City Code of Ordinances, as amended, the mayor, with the advice and consent of the City Council, shall appoint members to serve on the Springfield Urban Forestry Commission for three year terms; and

WHEREAS, Mayor Misty Buscher desires to appoint Wade Kammin to replace Randy Belville's expired term and resignation to the Springfield Urban Forestry Commission and his term will end March 2028.

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

Section 1: That the City Council hereby approves the appointment of Wade Kammin, to the Springfield Urban Forestry Commission and his term will end March 2028.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-12-25

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____
DATE OF 1ST READING: _____

OFFICE REQUESTING: MAYOR BUSCHER

CONTACT PERSON MIKE DISCO

PHONE NUMBER: 789-2200

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

TYPE OF ORDINANCE: APPOINTMENT TO COMMISSION FISCAL IMPACT: \$0.00

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

SUGGESTED TITLE:

THIS ORDINANCE IS TO APPOINT WADE KAMMIN, TO THE URBAN FORESTRY COMMISSION.

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

CONTRACTOR / VENDOR NAI _____ 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)

☐ Low Bid ☐ Other: _____ Previous Ord #'s _____
☐ Low Bid Meeting Specs ☐ Exception: _____ Is Purchasing Agent approval required No ☐ Yes ☐
☐ Low Evaluated Bid Code Provision _____ Is Purchasing Agent approval attached No ☐ Yes ☐

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					
2					
3					
4					

FUNDS CHECK BY:	Date:
DIRECTOR / SUPERVISOR SIGNATURE	Date:
CITY PURCHASING AGENT:	Date:

COMMENTS

PURSUANT TO CITY OF SPRINGFIELD CODE OF ORDINANCES, CHAPTER 102, THIS ORDINANCE IS TO APPOINT WADE KAMMIN, WHO RESIDES ON DOUGLAS AVE, SPRINGFIELD, TO THE URBAN FORESTRY COMMISSION. THE APPOINTMENT WILL REPLACE RANDY BELVILLE'S EXPIRED TERM AND RESIGNATION. TERM WILL BE FOR THREE YEARS. 1ST APPT

SIGN OFF:

Springfield

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE APPROVING THE APPOINTMENT OF SUSAN J. REMPFER
TO THE SPRINGFIELD URBAN FORESTRY COMMISSION**

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 Section 102.10 (b) of the 1988 City Code of Ordinances, as amended, the mayor, with the advice and consent of the City Council, shall appoint members to serve on the Springfield Urban Forestry Commission for three year terms; and

WHEREAS, Mayor Misty Buscher desires to appoint Susan J. Rempfer to replace Jan Van Qualen, who resigned to the Springfield Urban Forestry Commission and for the remainder of the unexpired term. Her term will end August 1, 2025.

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

Section 1: That the City Council hereby approves the appointment of Susan J. Rempfer, who reside on West Road Drive, to the Springfield Urban Forestry Commission and her term will end August 1, 2025.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk

PASSED: _____, 2025

SIGNED: _____, 2025

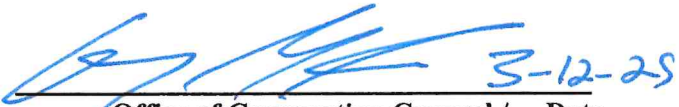
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-12-25

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET

REQUEST FORM NO: _____

DATE OF 1ST READING: _____

OFFICE REQUESTING: MAYOR BUSCHER

CONTACT PERSON MIKE DISCO

PHONE NUMBER: 789-2200

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

TYPE OF ORDINANCE: APPOINTMENT TO COMMISSION FISCAL IMPACT: \$0.00

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

SUGGESTED TITLE:

THIS ORDINANCE IS TO APPOINT SUSAN J. REMPFER, TO THE URBAN FORESTRY COMMISSION.

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

CONTRACTOR / VENDOR NAI _____

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 _____

☐ 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	Source	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 CITY OF SPRINGFIELD CODE OF ORDINANCES, CHAPTER 102, THIS ORDINANCE IS TO APPOINT SUSAN J. REMPFER, WHO RESIDES ON WEST ROAD DR., SPRINGFIELD, TO THE URBAN FORESTRY COMMISSION. THE APPOINTMENT WILL FULFILL THE UNEXPIRED TERM FOR JAN VAN QUALEN WHOM RESIGNED. TERM WILL EXPIRE 8/12025. 1ST APPT

SIGN OFF: _____

Springfield

(Mayor's Signature)

GEM

(Director of OBM)

**AN ORDINANCE AUTHORIZING PAYMENT TO ZACHARY FITZGERALD, A
CURRENT CITY OF SPRINGFIELD POLICE OFFICER, FOR SETTLEMENT
OF WORKERS COMPENSATION CLAIM NUMBER 24-WC-025890 IN AN
AMOUNT NOT TO EXCEED \$24,713.00**

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, Zachary Fitzgerald works as a Police Officer for the City of Springfield hired May 30, 2023. Mr. Fitzgerald reported an injury during an altercation with a subject resulting in nasal fractures; and

WHEREAS, on September 1, 2024 Mr. Fitzgerald filed a workers compensation claim for case number 24-WC-025890 and is willing to settle his claim in the amount of \$24,713.00 representing a permanent partial disability equivalent to 5% man as a whole; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C., the City's workers compensation advisors have recommended that settlement of Mr. Fitzgerald's workers compensation claim for case number 24-WC-025890 in an amount not to exceed \$24,713.00 would be in the best interest of the City financially.

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

Section 1: That the City Council hereby approves settlement in the amount of \$24,713.00 to Zachary Fitzgerald, a Current Police Officer with the Springfield Police Department, for workers compensation case for claim number 24-WC-025890, representing a permanent partial disability equivalent to 5% loss of use of a man as a whole. The Mayor and the City Clerk are hereby directed to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum in an amount not to exceed \$24,713.00 from Account Number 074-107-BGMT-WCMP-2205 as provided in the Settlement Agreement to Zachary Fitzgerald and his attorney Sgro Hanrahan.

Section 3: That this ordinance is shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-7-25

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: W004413087

WORKERS' COMPENSATION CLAIM #: 24WC025890

WORKERS' COMPENSATION COMMISSION DECISION#:

TYPE OF ORDINANCE: ☒ WORKERS' COMPENSATION SETTLEMENT
☐ WORKERS' COMPENSATION AWARD

TYPE OF AWARD/CASE: ☐ DEATH
☒ PERMANENT PARTIAL DISABILITY
☐ PERMANENT TOTAL DISABILITY
☐ WAGE DIFFERENTIAL

LAW FIRM HANDLING CASE & CONTACT PERSON: Livingstone, Mueller, Bima & Murphy, P.C.
L. Robert Mueller

NAME OF EMPLOYEE: Zachary Fitzgerald

ATTORNEY: Sgro, Hanrahan

DEPARTMENT: Springfield Police Department

JOB TITLE: Police Officer

STATUS: ☒ CURRENT EMPLOYEE ☐ FORMER EMPLOYEE

DATE OF ACCIDENT: 9/01/24

DESCRIPTION OF ACCIDENT: Punched in nose by suspect - nasal fractures

% OF LOSS OF USE: 5% man as a whole - \$24,713.00 (\$988.52 PPD rate)

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: \$ INTEREST PAID: \$

AMOUNT OF AWARD NOT YET PAID: MEDICAL: \$ TTD: \$ OTHER

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE _____ OBM _____

GEM

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

03/04/2025 3-18-25

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Greg Moredock

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Work Comp Settlement

FISCAL IMPACT: \$24,713.00

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO ZACHARY FITZGERALD, A CURRENT CITY OF SPRINGFIELD POLICE OFFICER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE #24WC025890 IN THE AMOUNT OF \$24,713.00.

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

CONTRACTOR / VENDOR NAME: Zachary Fitzgerald & Attorney Sgro Hanrahan

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	074	107	BGMT	WCMP	2205
2					\$24,713.00
3					
4					

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

Date:

CITY PURCHASING AGENT:

Date:

COMMENTS

Zachary Fitzgerald, hired on May 30, 2023, as a City of Springfield Police Officer employee reported a work injury on September 1, 2024. Mr. Fitzgerald filed a workers compensation claim (Case# 24WC025890) and is willing to settle in the amount of \$24,713.00. Livingstone, Mueller, Bima & Murphy, P.C. the city's legal advisor, also recommend payment in the amount of \$24,713.00 to settle (Case #24WC025890).

SIGN OFF:

(Mayor's Signature)

(Director of OBM)

**AN ORDINANCE AUTHORIZING PAYMENT OF A WORKERS
COMPENSATION SETTLEMENT TO JACOB BARTNICK, A CURRENT
CITY OF SPRINGFIELD FIRE DEPARTMENT EMPLOYEE, FOR
SETTLEMENT OF A WORKERS COMPENSATION CLAIM FOR CASE
NUMBER 24-WC-013308 IN AN AMOUNT NOT TO EXCEED \$29,238.75**

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, Jacob Bartnick, a current City of Springfield Firefighter, hired February 17, 2023, reported work-related injury to his right shoulder during a garage fire call on November 21, 2023; and

WHEREAS, Jacob Bartnick filed a workers compensation claim for his injury, case number 24-WC-013308; and

WHEREAS, Jacob Bartnick is willing to settle this case in an amount not to exceed \$29,238.75; and

WHEREAS, PMA Companies, the City's third party worker's compensation vendor, have recommended that settlement of Jacob Bartnick's workers compensation claim for case 24-WC-013308 in the amount of \$29,238.75 would be in the best interest of the City financially.

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

Section 1: That the City Council hereby authorizes full and final settlement in the amount of \$29,238.75 to Jacob Bartnick, a Firefighter with the Springfield Fire Department, for his workers' compensation claim for case number 24-WC-013308.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum in an amount not to exceed \$29,238.75 from Account Number 074-107-BGMT-WCMP-2205 as provided in the Settlement Agreement to Jacob Bartnick and his attorney Alex Rabin.

Section 3: That this ordinance is shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

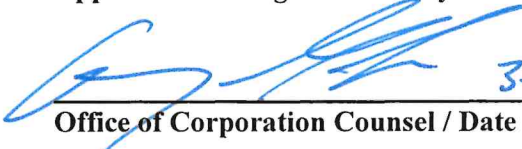
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-7-25

Office of Corporation Counsel / Date

**ILLINOIS WORKERS' COMPENSATION COMMISSION
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER**

ATTENTION. Answer all questions. Attach a recent medical report.

Internal# S0175381

Workers' Compensation Act **Yes** Occupational Diseases Act **No** Fatal case? **No** Date of death

Jacob Bartnick
Employee/Petitioner

Case# **24WC013308**

v.

City of Springfield

Setting **Springfield**

Employer/Respondent

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

Jacob

Employee/Petitioner

305 E. Elm St
Street address

New Berlin, IL 62670
City, State, Zip code

City of Springfield

Employer/Respondent

800 East Monroe Street
Street address

Springfield, IL 62701
City, State, Zip code

State employee? **No**
Marital status: **Married**

Gender: **Male**

Dependents under age 18: **1**

Birthdate: **6/11/1992**

Average weekly wage: **\$1,082.91**

Date of accident: **11/21/2023**

How did the accident occur? **Tripped over a stump in backyard and fell on right shoulder during detached garage fire call.**

What part of the body was affected? **Right Shoulder**

What is the nature of the injury? **Torn rotator cuff/right shoulder**

The employer was notified of the accident **orally and in writing.**

Return-to-work date: **07/25/2024**

Location of accident: **Springfield**

Did the employee return to his or her regular job? **Yes**

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for **32** weeks at the rate of **\$1,082.91** /week.

The employee was temporarily totally disabled during the following period(s):

From	Through
------	---------

Notes regarding temporary total disability benefits:

MEDICAL EXPENSES: The employer has paid all medical bills. List unpaid bills in the space below.

PREVIOUS AGREEMENTS: Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner \$ N/A as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on N/A regarding

TTD \$ N/A Permanent disability \$ N/A Medical expenses \$ N/A Other \$ N/A

TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee. Respondent agrees to pay and Petitioner agrees to accept \$29,238.75 in full and final settlement of any and all claims under the Workers' Compensation Act for injuries allegedly incurred in the above-described accident, including any and all results therefrom. Petitioner stipulates that he is not currently receiving Social Security Disability or retirement benefits and is not otherwise Medicare eligible. Petitioner has not applied for Social Security benefits and does not anticipate applying for benefits in the next 30 months. This settlement resolves issues which exist as to the extent of Petitioner's injuries and whether said injuries are compensable. A further issue exists whether Petitioner may require or be entitled to additional medical, surgical, and hospital services under Section 8(a) of the Act, and Petitioner hereby waives any such right. Both parties agree that neither shall have the right to re-open this settlement agreement under Section 19(h) or any other section of the Act. Nothing herein shall prevent Respondent from asserting its right to a lien recovery under Section 5(b) of the Act. This settlement represents 9% loss of use of the person as a whole (45 weeks x \$649.75 = \$29,238.75). Pursuant to the fee schedule, Respondent further agrees to satisfy all related medical bills incurred through July 25, 2024.

Total amount of settlement	<u>\$29,238.75</u>	
Deduction: Attorney's fees	<u>\$5,847.75</u>	
Deduction: Petitioner's costs	<u>\$44.00</u>	<u>medical records & bills</u>
Deduction: Other (explain)	<u>\$0.00</u>	
Amount employee will receive	<u>\$23,347.00</u>	

PETITIONER'S SIGNATURE. *Attention, petitioner. Do not sign this contract unless you understand all of the following statements.*

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights unless expressly reserved or left open for a specified period of time in the terms of settlement:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, except as otherwise provided herein, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

Signature On File
Signature of petitioner

Jacob Bartnick
Name of petitioner

(217) 299-7233
Telephone number

2/26/2025
Date

PETITIONER'S ATTORNEY. I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

/s/ Alex Rabin

Signature of attorney

Alex Rabin

2/14/2025

Date

50004

Attorney's name

Sgro, Hanrahan, Durr, Rabin & Reinbold LLP
1119 S. 6th Street

IWCC Code #

Springfield, IL 62703

Firm name and address

(217) 789-1200

Telephone number

alex@casevista.com

E-mail address

RESPONDENT'S SIGNATURE. The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

/s/ Jason Hayes

Signature of attorney or agent

Jason Hayes

Attorney's or agent's name

(847) 605-5540

Telephone number

PMA

2/17/2025

Date

Jason Hayes@pmagroup.com

E-mail address

Name of respondent's insurance or service company

ORDER OF ARBITRATOR OR COMMISSIONER:

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.

**APPROVED BY AUTHORITY OF THE
ILLINOIS WORKERS' COMPENSATION
COMMISSION**

**pursuant to the provisions of the
Workers' Compensation and Workers'
Occupational Diseases Acts**

2/26/2025

By: /s/ Edward Lee Arbitrator

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____

DATE OF 1ST READING: 03/18/2025

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Greg Moredock

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Work Comp Settlement FISCAL IMPACT: \$29,238.75

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO JACOB BARTNICK, A CURRENT CITY OF SPRINGFIELD FIREFIGHTER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE #24WC013308 IN THE AMOUNT OF \$29,238.75.

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

CONTRACTOR / VENDOR NAME: Jacob Bartnick & Attorney Alex Rabin

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: _____

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						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BGMT	WCMP	2205	\$29,238.75
2						
3						
4						

FUNDS CHECK BY: _____

Date: _____

DIRECTOR / SUPERVISOR SIGNATURE _____

Date: _____

CITY PURCHASING AGENT: _____

Date: _____

COMMENTS

Jacob Bartnick, hired on 02/17/2023, as a City of Springfield Firefighter employee reported a work injury on November 21, 2023. Mr. Bartnick filed a workers compensation claim (Case# 24WC013308) and is willing to settle in the amount of \$29,238.75. PMA Companies the city's third party Workers' Compensation vendor, also recommend payment in the amount of \$29,238.75 to settle (Case# 24WC013308).

SIGN OFF: _____

(Mayor's Signature)

(Director of OBM)

2025-130

AN ORDINANCE AUTHORIZING PAYMENT TO RHET SPENGL, A FORMER CITY OF SPRINGFIELD POLICE OFFICER, FOR SETTLEMENT OF WORKERS COMPENSATION CLAIM NUMBER 23-WC-025863 IN AN AMOUNT NOT TO EXCEED \$87,326.75

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, Rhet Spengel was working as a Police Officer for the City of Springfield hired December 9, 2002. Mr. Spengel reported an injury to his right shoulder, and arm during an altercation with a subject resulting in surgery to the right shoulder; and

WHEREAS, on August 18, 2022 Mr. Spengel filed a workers compensation claim for case number 23-WC-025863 and is willing to settle his claim in the amount of \$87,326.75 representing a permanent partial disability equivalent to 17.5% man as a whole; and

WHEREAS, Livingstone, Mueller, Bima & Murphy, P.C., the City's workers compensation advisors have recommended that settlement of Mr. Spengel's workers compensation claim for case number 23-WC-025863 in an amount not to exceed \$87,326.75 would be in the best interest of the City financially.

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

Section 1: That the City Council hereby approves settlement in the amount of \$87,326.75 to Rhet Spengel, a Former Police Officer with the Springfield Police Department, for workers compensation case for claim number 23-WC-025863, representing a permanent partial disability equivalent to 17.5% loss of use of a man as a whole. The Mayor and the City Clerk are hereby directed to sign the Settlement Agreement on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to pay the lump sum in an amount not to exceed \$87,326.75 from Account Number 074-107-BGMT-WCMP-2205 as provided in the Settlement Agreement to Rhet Spengel and his attorney Holley, Rosen & Beard.

Section 3: That this ordinance is shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-7-25

Office of Corporation Counsel / Date

ORDINANCE FACT SHEET FOR WORKERS' COMPENSATION CLAIMS

CASE INFORMATION:

WORKERS' COMPENSATION CASE#: W004232566

WORKERS' COMPENSATION CLAIM #: 23WC025863

WORKERS' COMPENSATION COMMISSION DECISION#:

TYPE OF ORDINANCE: ☒ WORKERS' COMPENSATION SETTLEMENT
☐ WORKERS' COMPENSATION AWARD

TYPE OF AWARD/CASE: ☐ DEATH
☒ PERMANENT PARTIAL DISABILITY
☐ PERMANENT TOTAL DISABILITY
☐ WAGE DIFFERENTIAL

LAW FIRM HANDLING CASE & CONTACT PERSON: Livingstone, Mueller, Bima & Murphy, P.C.
L. Robert Mueller

NAME OF EMPLOYEE: Rhet Spengel

ATTORNEY: Holley, Rosen & Beard

STATUS: ☐ CURRENT EMPLOYEE ☒ FORMER EMPLOYEE

DEPARTMENT: Springfield Police Department

JOB TITLE: Police Officer

DATE OF ACCIDENT: 8/18/22

DESCRIPTION OF ACCIDENT: Fell on right shoulder/arm during altercation with suspect resulting in surgery on right shoulder.

% OF LOSS OF USE: 17.5% MAW, \$87,326.75

OBM INFORMATION FOR AWARDS ONLY:

AMOUNT OF AWARD: \$ INTEREST PAID: \$

AMOUNT OF AWARD NOT YET PAID: MEDICAL: \$ TTD: \$ OTHER

SIGN OFF APPROVAL FOR ORDINANCE

MAYOR'S OFFICE _____ OBM _____
GEA

2025-131

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO:

DATE OF 1ST READING:

02/04/2025 3-18-25

OFFICE REQUESTING: Corporation Counsel

CONTACT PERSON: Greg Moredock

PHONE NUMBER: 789-2393

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

TYPE OF ORDINANCE: Work Comp Settlement

FISCAL IMPACT: \$87,326.75

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

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT TO RHET SPENGLER, A FORMER CITY OF SPRINGFIELD POLICE OFFICER, TO SETTLE A WORKERS' COMPENSATION CLAIM FOR CASE #23WC025863 IN THE AMOUNT OF \$87,326.75.

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

CONTRACTOR / VENDOR NAME: Rhet Spengel & attorney Holley, Rosen & Beard

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	074	107	BGMT	WCMP	2205	\$87,326.75
2						
3						
4						

FUNDS CHECK BY:

Date:

DIRECTOR / SUPERVISOR SIGNATURE

01/16/2025

CITY PURCHASING AGENT:

1/16/2025

COMMENTS

Rhet Spengel, hired on December 09, 2002, as a City of Springfield Police Officer employee reported a work injury on August 18, 2022. Mr. Spengel filed a workers compensation claim (Case# 23WC025863) and is willing to settle in the amount of \$87,326.75. Livingstone, Mueller, Bima & Murphy. P.C the city's legal advisors, also recommend payment in the amount of \$87,326.75 to settle (Case# 23WC025863).

SIGN OFF:

(Mayor's Signature)

(Director of DBM)

1/16/2025

S:\Excel\Forms\Rhet Spengel Ordinance

The information supplied on this form is not confidential information.

Revised 5/10/04

2025-131

AN ORDINANCE AUTHORIZING A DECREASE IN THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE DUE TO CLOSURE OF BUSINESS BY CHINA KING RESTAURANT LLC., DBA CHINA KING LOCATED AT 120 N. GRAND AVENUE WEST

WHEREAS, China King. currently holds a Class "D" liquor license for the business known as China King, located at 120 N. Grand Avenue West; and

WHEREAS, the business has closed; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

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

Section 1: That the City Council hereby approves a decrease in the number of Class "D" liquor licenses by one.

Section 2: That this ordinance shall take effect immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

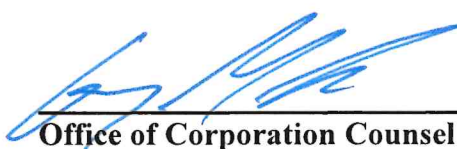
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath, Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 _____ 3-7-25
Office of Corporation Counsel / Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
3/18/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	China King Restaurant LLC d/b/a China King		
LOCATION:	120 N. Grand Ave West		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Sold business		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
D	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2:00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	200 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	2:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:


Mayor's Signature

GEM

Date

2025-133

**AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "E" LIQUOR
LICENSES BY ONE FOR NEW CHINA KING EXPRESS, INC. D/B/A
CHINA KING LOCATED AT 120 N. GRAND AVENUE WEST**

WHEREAS, New China King Express, Inc. has applied for a Class "E" liquor license for the business known as China King located at 120 N. Grand Avenue West; and

WHEREAS, the business has been bought, and all phases of the application process have been met; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

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

Section 1: That the City Council hereby approves an increase in the number of Class "E" liquor licenses by one for New China King Express, Inc. d/b/a China King located at 120 N. Grand Avenue West.

Section 2: That this ordinance shall take effect immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

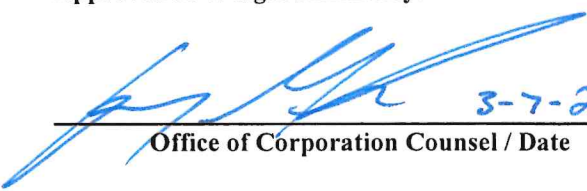
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-7-25

Office of Corporation Counsel / Date

2025-133

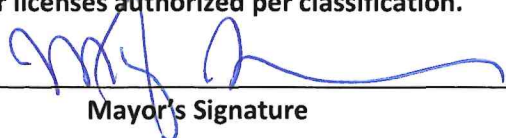
**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
3/18/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	New China King Express, Inc. d/b/a China King		
LOCATION:	120 N. Grand Ave West		
EMERGENCY PASSAGE: (Please check one)	☒ YES	☒ X	☐ NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Bought business		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
I	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2:00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	200 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	2:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:


Mayor's Signature

GEM

Date

AN ORDINANCE AUTHORIZING AN INCREASE IN THE NUMBER OF CLASS "E" AND CLASS "I" LIQUOR LICENSES DUE TO NEW BUSINESS BY SCHLEES GOURMET BAKERY AND BOTTLE SHOP, LLC. DBA SCHLEE'S GOURMET BAKERY AND BOTTLE SHOP LOCATED AT 225 S. 6TH STREET

WHEREAS, Schlees Gourmet Bakery and Bottle Shop, LLC. d/b/a Schlee's Gourmet Bakery and Bottle Shop has applied for a Class "E" and a Class "I" liquor license for the business located at 225 S. 6th Street; and

WHEREAS, all phases of the application process have been met; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

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

Section 1: That the City Council hereby approves an increase in the number of Class "E" and Class "I" liquor licenses for Shlees Gourmet Bakery and Bottle Shop, LLC. d/b/a Schlee's Gourmet Bakery and Bottle Shop at 225 S. 6th Street.

Section 2: That this ordinance shall take effect immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

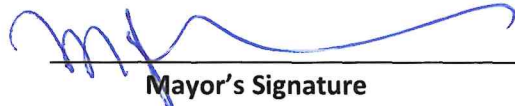
 3-7-25
Office of Corporation Counsel / Date

**ORDINANCE FACT SHEET
FOR LIQUOR LICENSES**

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
3/18/2025	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Schlees Gourmet Bakery and Bottle Shop, LLC d/b/a Schlee's Gourmet Bakery and Bottle Shop		
LOCATION:	225 S 6 th Street		
EMERGENCY PASSAGE: (Please check one)	☐ YES	☒ NO	
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	new business		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	2:00 a.m.
	A	Tavern license - NO packaged sales	2:00 a.m.
	B	Packaged sales	2:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	2:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
	D	In conjunction with restaurant	2:00 a.m.
I	E	In conjunction with restaurant - beer and wine only	2:00 a.m.
	F	Nightclub with packaged sales	2:00 a.m.
	F1	Nightclub - NO packaged sales	2:00 a.m.
	G	Clubs - NO packaged sales	2:00 a.m.
	H	Convention Center - NO packaged sales	2:00 a.m.
	I	Rental Halls - NO packaged sales	2:00 a.m.
	J	Golf Course / Club House - with packaged sales	2:00 a.m.
	K	Hotel - full service - with packaged sales	2:00 a.m.
	L	Hotel - limited service - NO packaged sales	200 a.m.
	M	Supper Club - NO packaged sales	2:00 a.m.
I	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	2:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF:  _____ **Mayor's Signature**  _____ **Date**

2025-134

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND ALTERNATIVE CLAIMS MANAGEMENT LLC (ACM) TO PROVIDE DAMAGE RECOVERY SERVICES FOR VEHICLE-RELATED LOSSES FOR A TERM OF 3 YEARS.

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 agreement involves damage recovery services depicted on a contingent basis; and

WHEREAS, the City Purchasing Agent has made a determination that this agreement is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.42 with regard to Professional Services; and

WHEREAS, a copy of the proposed agreement is located in the Office of the City Clerk.

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

Section 1: The City Council of the City of Springfield, Illinois, hereby authorizes the execution of an agreement with Alternative Claims Management LLC (ACM) to provide damage recovery services for vehicle related losses, including loss of use, revenue, and value for incidents where the city is not at fault for a term of 3 years. The Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Springfield.

Section 2: This ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-13-25
Office of Corporation Counsel / Date



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

MEMORANDUM

TO: Greg Moredock
Office of Corporation Counsel

FROM: Mike Lesko, *JML*
Purchasing Agent

DATE: March 10, 2025

SUBJECT: Professional Services Determination

I have reviewed the Ordinance Fact Sheet with Alternative Claims Management, LLC for professional services for damage recovery services for vehicle related losses for the City of Springfield.

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

Terms of Service

Parties: This Agreement is between Alternative Claims Management, LLC ("ACM") and the undersigned client ("Client").

Effective Date: _____

1. **Services and Recovery Share:** ACM will provide damage recovery services for vehicle-related losses, including loss of use, revenue, and value, in accordance with this Agreement. For services rendered, ACM will receive a performance-based Recovery Share as outlined in Exhibit A.
2. **Notice of Representation:** Exhibit B authorizes ACM to act on Client's behalf on claims submitted to ACM for damage recovery, with Client's approval required for settlements below original estimate costs.
3. **Claims Processing:** Parties agree to cooperate, provide necessary information, and facilitate timely access to decision-makers. Client submits eligible claims with supporting documents. Client certifies all information is accurate and complete. ACM reserves the right to reject claims for any reason, including conflicting submissions or legal disputes. ACM may close claims due to Client fault, legal proceedings, or disputes by the at-fault party.
4. **Debt Collection:** ACM is not a debt collector but can refer claims to licensed collectors upon Client's request.
5. **Term and Termination:** TOS are effective for three (3) years and renewed automatically in one (1) year increments, unless terminated. *Either party may terminate with written notice at any time, and for the avoidance of doubt, Client is not obligated to continue to send claims and may stop sending claims at any time.* ACM may complete full processing on any claims received from Client.
6. **Data Security and Compliance:** ACM will maintain security measures to protect Client's information and notify Client of any data breaches. ACM will comply with applicable laws.
7. **Relationship:** The Parties are independent contractors. This Agreement does not create an agency or joint venture.
8. **Indemnification and Limitation of Liability:** Each Party indemnifies the other for losses resulting from their actions under this Agreement, except where caused by the other Party. Neither Party is liable for indirect, incidental, or consequential damages.
9. **Insurance:** ACM shall provide proof of the following insurance coverages upon Client's request and shall notify Client of any material changes, cancellations, or renewals during the term of the Agreement. ACM will maintain insurance coverages as specified with per claim/occurrence and in aggregate limits of:
 - a. Professional Liability: \$2,000,000.
 - b. Workers' Compensation: \$1,000,000.
 - c. Commercial General Liability: \$1,000,000.
 - d. Cyber Liability: \$1,000,000.
 - e. Automobile Liability (Any Auto): \$2,000,000 and \$10,000 for Personal Injury Protection (PIP).
10. **Entire Agreement:** This Agreement supersedes all prior agreements and may only be modified in writing by both Parties.
11. **Assignment:** Neither Party may assign this Agreement without the other's consent.
12. **Dispute Resolution:** Parties agree to resolve disputes informally before pursuing formal legal action.
13. **Governing Law:** This Agreement is governed by the laws of Bexar County, TX (County, State).
14. **Anti-Discrimination:** ACM does not discriminate based on any legally protected characteristics.
15. **Waiver of Jury Trial:** Both Parties waive the right to a jury trial for disputes related to this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

ALTERNATIVE CLAIMS MANAGEMENT, LLC

8610 N New Braunfels Ave #210, San Antonio, TX 78217
Michael Lewandowski
President and Chief Administration Officer

Signature: _____

Client

CITY OF SPRINGFIELD, ILLINOIS

Address

800 E. Monroe, Springfield, IL 62701

Signature

Name

Misty Buscher

Title

Mayor

EXHIBIT A: RECOVERY SHARE

ACM operates on a performance-based model, with no set-up, monthly, annual, or per-file fees. ACM deducts a "Recovery Share" from proceeds, contingent on successful recovery. Recovery may vary due to factors beyond ACM's control, such as policy limits, liability, or missing documents. As pay for performance, Client agrees to share recovery proceeds with ACM for both new and dormant claims. "New claims" have not been processed before. "Dormant claims" are past claims (older than 9 months) and may or may not have been processed for physical damage before.

Recovery line items may include the following. Recovery share to ACM is denoted below.

Item	New Claims to ACM	Dormant Claims to ACM
Physical Damage: Recovery based on the final repair invoice or body shop estimate, less direct claim expenses (e.g., appraisals, vehicle reports, police reports).	0%	25%
Physical Damage (Photoscopes Only): Recovery from third-party appraiser estimates based on photographs, reducing downtime and labor.	25%	25%
Loss of Use: Rental value for a replacement vehicle during repairs.	50%	50%
Loss of Revenue: Lost income while the vehicle is out of service, based on the prior 90 days of income.		
Inherent Diminution of Value: Difference in the vehicle's Actual Cash Value (ACV) before and after repairs.		
Repair Related Diminution of Value: Difference between the actual repair invoice and an OEM-compliant estimate.		
Recovered Fees (Charged to Carrier): Administration or sanitation fees paid by the at-fault party's insurer.		
Total Loss (Amount Over Valuation): Difference between the ACV and valuation method (e.g., loan value, wholesale, or depreciated value).		
Other Property Damage: Recovery for non-vehicle property damages related to the event, such as signs, buildings, towing, storage.	10%	10%

NOTICE OF REPRESENTATION

To Whom It May Concern:

Alternative Claims Management, LLC ("ACM") has been engaged by the undersigned ("Client") as Client's agent to process and recover claims for damages caused by an at-fault third-party. This includes, but is not limited to, vehicle physical damage, loss of use, loss of revenue, repair downtime, diminution of value, administrative fees, and related property damage.

Client authorizes ACM to contact responsible parties, their agents, or insurers on their behalf to gather necessary information and pursue recoverable damages. ACM is authorized to represent, negotiate, and settle claims as directed by Client. ACM may sign and/or endorse related documents, drafts, or settlement checks when related to the claim.

This Notice of Representation applies to claims with dates of loss both prior to and after the date below.

Sincerely,

Company

CITY OF SPRINGFIELD, ILLINOIS

Signature

Name

Misty Buscher

Title

Mayor

Date

2025-135

ORDINANCE FACT SHEET

DATE OF 1st READING: _____

CONTACT PERSON: Greg Moredock

OFFICE REQUESTING: Office of Corporation Counsel

PHONE NUMBER: 217-789-2363

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

FISCAL IMPACT: _____

SUGGESTED TITLE: An Ordinance authorizing execution of an agreement with Alternative Claims Management, LLC to provide damage recovery services for vehicle-related losses for the City of Springfield

CONTRACTOR / VENDOR NAME: Alternative Claims Management, LLC VENDOR NO: TBD

CONTRACT TERM: 3 Years (with termination at any time) Change in Scope Yes ☐ No ☐

CONTRACT AMOUNT: _____
(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					
2					
3					
4					

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

STAFF ANALYSIS

This Agreement authorizes the City to utilize Alternative Claims Management ("ACM") to provide damage recovery services for vehicle-related losses, including loss of use, revenue, and value for incidents where the City is not at fault.

For services rendered, ACM will receive a performance-based Recovery Share as outlined in Exhibit A of the Terms of Service Agreement. There is no "up-front" cost to the City for these services. Any payments would be deducted as part of the recovery that ACM acquires.

The initial term of this contract is 3 years, with an auto-renew clause. However, the agreement may be canceled at any time and the City is not obligated to send all claims to ACM should it seek to conduct individual incidents internally.

FUNDS CHECK BY:

Date: _____

DIRECTOR / SUPERVISOR:

Date: _____

CITY PURCHASING AGENT:

Date: _____

SIGN OFF: _____
(Mayor's Signature) *GEM*

(Director of OBM)

2025-135

The information supplied on this form is not confidential information.

**AN ORDINANCE AUTHORIZING PURCHASE OF FOUR MODULE VEHICLE
BARRIER MVB3X SYSTEMS IN THE AMOUNT NOT TO EXCEED \$562,524.00
FROM ADVANCED SECURITY TECHNOLOGIES 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 the purchase of four module vehicle barrier MVB3x systems providing approximately ten lanes of coverage; and

WHEREAS, Advanced Security Technologies is a sole source provider and is willing to provide the vehicle barrier systems for an amount not to exceed \$562,524.00; 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 38.40 pertaining to Sole Source Procurement; and

WHEREAS, a copy of the contract with Advanced Security Technologies 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 four modular vehicle barrier MVB3X systems from Advanced Security Technologies in the amount of \$562,524.00. The Mayor is hereby authorized to execute and the City Clerk to attest any documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of \$562,524.00 to Advanced Security Technologies (VC*8749) from account number 001-112-POLC-POPR-1507.

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

PASSED: _____, 2025

SIGNED: _____, 2025

RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-12-25

Office of Corporation Counsel / Date



Bringing Advanced Technologies to the Security World

7 March 2025

Deputy Chief Andrew Dodd
SPRINGFIELD POLICE DEPARTMENT
510 East Allen Street, Suite 2
Springfield, Illinois 62703

Tel: 217-788-8331
E-Mail: andrew.dodd@springfield.il.us

REFERENCE: Three 72 MVB3X Unit Trailer Systems - Price Quotation

Dear Deputy Chief Dodd,

Thank you very much for this opportunity to be of service to the Springfield Police Department. Please find specifications and price information, related to your requirements, enclosed for your review.



A. Performance Based Specifications:

1. Must be US Department of Homeland Security Safety Act Designated
2. Barrier System must be certified to ASTM-F2656-15.
3. Barriers System must be certified to ASTM/PAS 68 & IWA standards.
4. Barrier System must be modular and adaptable to any road width.
5. Multiple traffic lanes of continuous coverage must be able to be assembled without the use of cables or ball/hitch connections. Cables cannot be used in a modular vehicle barrier perimeter.
6. Three points of connection via metal structure and pins are REQUIRED to connect the barriers to each other to ensure continuity in the barrier integrity and stopping capability.
7. The Barriers MUST be Safety Yellow in color for maximum visibility
8. Open and close a lane in less than ten seconds
9. One person to assemble, deploy and dismantle
10. Quick perimeter access in case of an emergency
11. No tools required for assembly
12. Zero maintenance
13. Individual Barrier Units must fold for easy carrying and storage

www.vehicle-barriers.com

2025-136

B. Modular Vehicle Barrier Product Specifications:

1. Barrier Units must be able to be deployed in increments of 2 feet or less to ensure it will fit any size roadway.
2. Each complete MVB3X unit must weigh less than 53 lbs.
3. Each unit dimensions: L~46.5", W~21", H~32".
4. Tools shall not be required. System is to be assembled with pins.
5. Barriers must have the ability to be folded for transportation.
6. MVB3X units must have the option to pivot and transition into an operational gate.
7. MVB3X units must have the option of slide wheels for lateral movement.
8. Barriers must be capable of quick deployment (less than a minute to deploy a single unit).
9. Barriers must be able to be deployed by one person.
10. Bottom edges of the barriers must be protected by aluminum covers (for pedestrian safety).
11. Barrier System shall have the ability to be deployed from the road and up to sidewalk in one continuous line.
12. MVB3X units shall have multi-terrain capability.
13. MVB3X units shall not require any maintenance.
14. Magnetic sequential lights shall attach to MVB3X units.

C. MVB3X Transport Trailer Specifications:

1. The Trailer shall be made in the United States and comply with U.S. DOT regulations.
2. The Trailer must be New/Unused.
3. Trailer to include drip rails.
4. 72 MVB3X units + Pivots.
5. 72-unit Trailer will have 6 doors on each side.
6. Trailers shall be 20 feet long.
7. Trailer shall be 101.5" wide.
8. Trailer shall be tandem axle.
9. 14,000 lb. hauling capacity.
10. Electric brakes.
11. LED lighting.
12. 15,000 pound safety chain.
13. Trailer will come equipped with a 2 5/16" hitch.
14. Spare wheel + Tire ST225/75/R12 (6 Lug).
15. All containment steel shall be powder coated.
16. MVB3X barriers can be loaded/stored from both sides.
17. Each MVB3X unit has its own dedicated slot for safe transport.
18. Each MVB3X is locked in place for transport with secondary retainment system.
19. Unit shall have Stainless Steel latches & hinges.
20. Zinc coated steel rivets.
21. Zinc coated nuts & bolts.
22. Dedicated space for pivot units.
23. Each door has locks for safe storage. All keyed alike.
24. Single storage compartment shall be provided on the trailer. Each compartment shall be 24" tall x 35" deep x 96" wide. Compartment shall have dedicated slots for the pivot units.
25. Trailer shall be black in color.

D. Sequential Lighting Specifications

1. 24+ hours of continuous flash.
2. Charge all flares at once.
3. Visible range of 3,000+ feet
4. 6 hour recharge time from completely dead battery.
5. RDS™ (Rapid Deployment System): Automatically turns on flare when removed from case.
6. 30,000 lbs crush strength.
7. Flare specification: Weight = .5 lbs.
Dimensions: L = 4.25 in, W = 3.5 in, H = 1 in.
8. 10 Set specification: Weight with flares = 7 lbs,
Dimensions: L = 11.7 in, W = 9.2 in, H = 1.2 in
Includes: Carrying/Charging case, DC 12/24V car charger plug, AC wall charger plug

E. Pricing Information

72 X MVB3X Unit Trailer – Provides Up To 10 Lanes of Closure per Trailer

System Number	Description	Unit Price	Quantity	Extended
AST3X72/72-320206-40-B4	72 MVB3X Capacity Fully Loaded Trailer System	\$187,508	3	\$562,524
Freight	F.O.B. Destination	Included	1	Included
AST Services	On-site Equipment Training (Fee Waived)	Included	1	Included
			Total	\$562,524

Individual Trailer System Inventory

Description	Quantity	Description	Quantity
Trailer with Capacity for 72 MVB3X Units and Accessories	1	Block Sets of Sequential Lighting (Total of 40 Magnetic Lights)	4
MVB 3X Units	72	Rotating Slide Wheels	6
Pivot Units	32	Fixed Slide Wheels	2
Large Storage/Shipping Box	4	Banner – Covers 8 MVB3X Units	4



72 MVB3X Capacity Trailer with Six Compartments per Side

F. Notes:

1. Pivot units are only required for the purposes of using a section of MVB3X Units as an operational gate. MVB3X Sections not designated as operational gates do not require the use of pivot units. The number of pivots can be modified based upon your specific operational requirements.
2. Slide wheels are used for the purposes of moving assembled sections of MVB3X laterally throughout an area of operation without requiring the end user to disassemble and re-assemble the section.

G. Terms & Conditions:

1. F.O.B – Destination. Shipping has been included in the above price.
2. Taxes are not included. Should any taxes be levied they will be paid for by the purchaser.
3. Delivery: TBD.
4. Payment terms – 50% down payment 50% net 30 days.
5. Prices are valid for 90 days.
6. Purchase of equipment is subject to Advanced Security Technologies LLC standard terms and conditions.

Please do not hesitate to contact me should you require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Lofland', with a large, sweeping loop at the end.

Randall D. Lofland

Vice President – Direct Sales

Advanced Security Technologies LLC

Mobile: (804) 690-3055 | rlofland@adsectec.com

www.adsectec.com



Bringing Advanced Technologies to the security world

March 7, 2025

Deputy Chief Andrew Dodd
SPRINGFIELD POLICE DEPARTMENT
510 East Allen Street, Suite 2
Springfield, Illinois 62703

Tel: 217-788-8331
E-Mail: andrew.dodd@springfield.il.us

**REFERENCE: Modular Vehicle Barrier MVB3X System
Sole Source Information Letter**

Dear Deputy Chief Dodd,

This letter is to confirm that Advanced Security Technologies LLC is the sole source provider of the Mobile Vehicle Barrier System package, which includes the specialized transport trailer, the modular vehicle barriers, pivot systems, slide wheels, high visibility banners, sequential lighting and packaging boxes. No other company or entity provides all the components of the system.

Advanced Security Technologies LLC, is the only source worldwide that provides a full system that includes the modular vehicle barrier MVB3X, the completely enclosed/weather resistant U.S. manufactured transport trailer with specialized cubicles to lock, transport and store the MVB3X units, pivoting wheels to create an active gate, banners printed to the customer's specifications and highly visible magnetic lighting. This full system is the proprietary design only available through Advanced Security Technologies LLC, Closter New Jersey.

The MVB3X is patented technology which transfers the momentum of the vehicle to the ground. It is a ASTM tested and certified, lightweight modular vehicle barrier that stops heavy trucks up to 7.5 tons. This system is US Department of Homeland Security Safety Act Designated.

The uniqueness of the system is comprised of its very quick system set-up, its mobility for transport through the use of the specialized transport trailer, and the effectiveness/stopping power of this system that does not require any anchoring to the ground. Importantly, each barrier unit itself is only 53 lbs. and can, therefore, be carried or set up by a single person. The system can also be used on any terrain; sand, rock, gravel, asphalt etc., providing the flexibility to use the system throughout the jurisdiction. (Please see website www.vehicle-barriers.com for additional information)

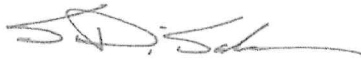
The system is designed, based on the deployment needs, to make it as ergonomic as possible, safe to install, transport and store when needed.

It is necessary to purchase a complete mobile vehicle barricade/barrier system package. This turnkey package is unique to Advanced Security Technologies LLC. This system is all inclusive providing the ability to transport and store the modular vehicle barriers. The complete system, provided by Advanced Security Technologies LLC, fully meets our requirement of: certified stopping power, simple/quick to assemble, lightweight, one person to dismantle at the end of the event, quick access in case of emergency, barriers can be used as an operational gate, assembled without the need of any tools or machinery, easy to store, zero maintenance, and adaptable to any road width.

AST has been supplying the Mobile Vehicle Barrier System package throughout the United States since 2017 and we look forward to working with you as well.

If you have any additional questions, please feel free to contact me at any time.

Sincerely,



Sal DiSalvo

Mobile: (201) 755-0557

sdisalvo@adsectec.com

MVBTM 3X

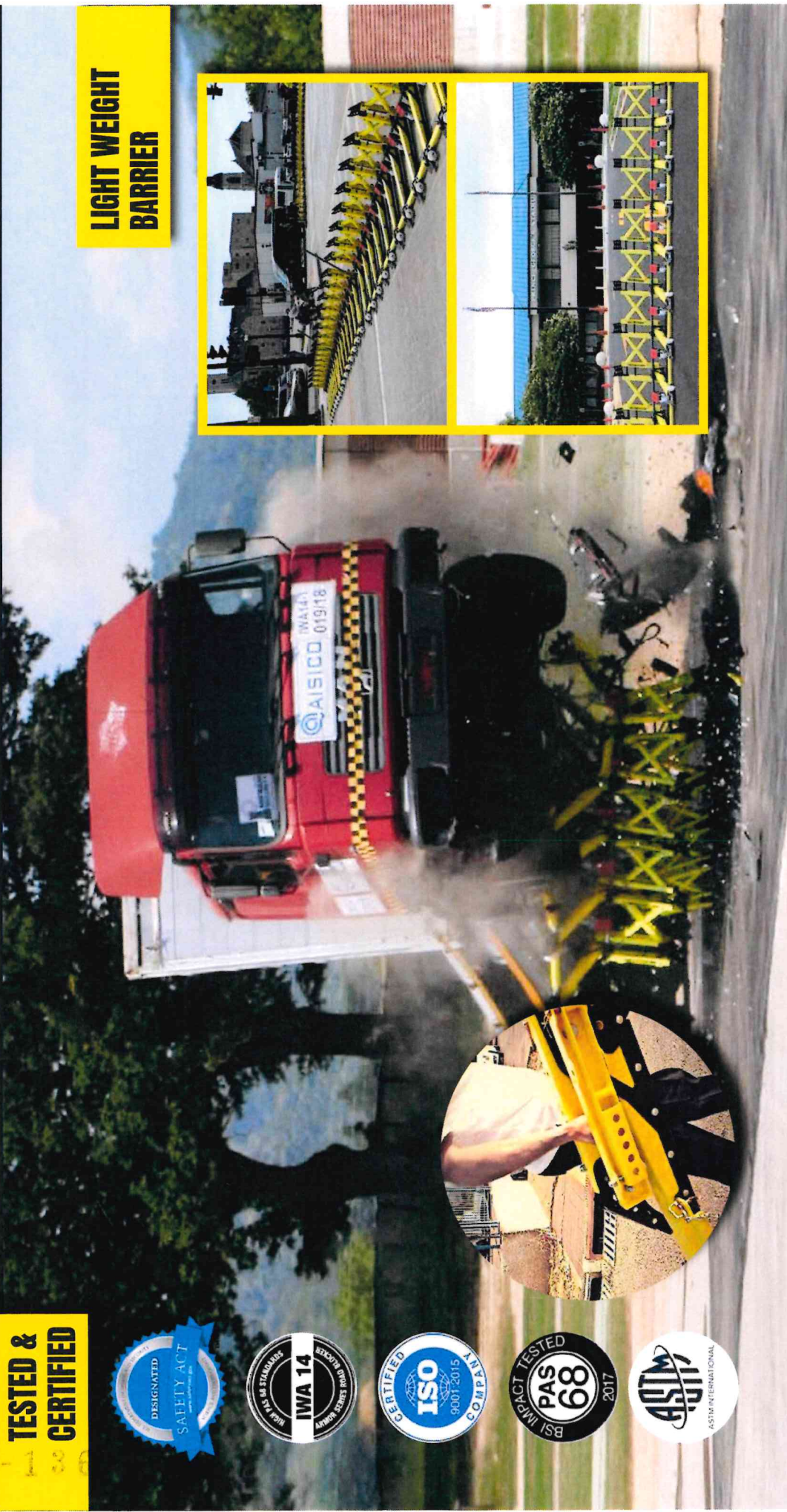
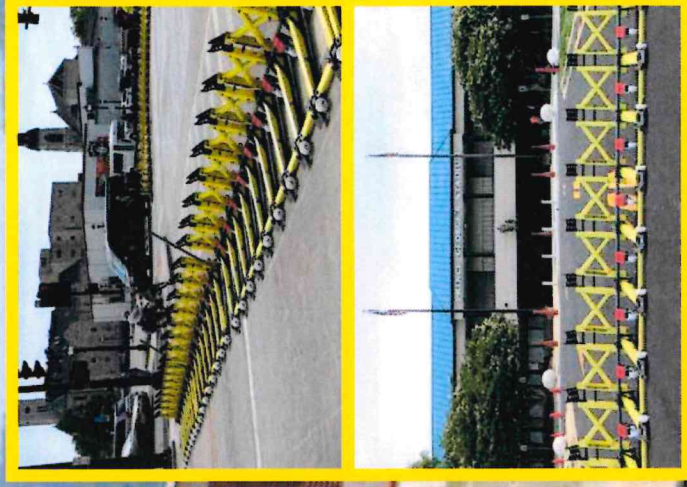
MODULAR
VEHICLE
BARRIER

ADVANCED SECURITY
TECHNOLOGIES

TESTED &
CERTIFIED



LIGHT WEIGHT
BARRIER



PROTECT AGAINST



www.vehicle-barriers.com • info@vehicle-barriers.com • (800) 344-5577

MVBTM3X

MODULAR VEHICLE BARRIER

The third generation of the Modular Vehicle Barrier by Mifram Security, the MVB3X is the culmination of technology development that has occurred over more than 20 years of deployment history. Tested and certified by ASTM, IWA 14, PAS68 and Safety Act designated by the US Department of Homeland Security, these lightweight barriers are designed to stop heavy trucks up to 7.5 tons. The portability of these barriers support law enforcement, OEM, event security, road closures, and military operations.

FEATURES

- Each MVB3X unit is lightweight at 53lbs
- Easily connect units to close any street
- One person to assemble/dismantle
- Open/close a street in seconds
- Use as an operational gate
- No tools required & zero maintenance
- Custom trailer options for storage & transportation of up to 10 lanes

BENEFITS

- Light weight barriers are quickly deployable
- No tools or equipment required
- Tested, certified and reliable stopping power
- Full lanes can be moved as an active gate
- Transportation options for up to 10 lanes
- Folds compactly and stores efficiently
- No maintenance
- Cost effective

OPTIONAL

- Pivot system transforms the barrier into a swing gate
- Slide wheels enable the deployment of fully assembled sections
- Sequential lights improve visibility
- Banners cover one full traffic lane and are fully customizable

TESTED & CERTIFIED

ASTM - F2656-15
Tested & Certified at
5,513 lbs. @ 30 mph
Penetration 31.83 ft
Tested & Certified at
16,538 lbs. @ 31.06 mph
Penetration 62.3 ft.

IWA 14 -1:2013
Tested & Certified at
5,513 lbs. @ 30 mph
Penetration 35.76 ft.
Tested & Certified at
16,538 lbs. @ 20 mph
Penetration 34.12 ft.
Tested & Certified at
15,876 lbs. @ 30 mph
Penetration 58.4 ft.

PAS 68:2013
Tested & Certified at
5,513 lbs. @ 30 mph
Penetration 31.83 ft.
Tested & Certified at
16,538 lbs. @ 20 mph
Penetration 29.53 ft.
Tested & Certified at
16,538 lbs. @ 30 mph
Penetration 58.4 ft.

~667 KJ Energy Absorption
Absorption
Equal to 89 Concrete blocks
of 1M³ [2.4 Ton - 5,292 lbs.]
Movement for 1 M Distance
16,538 lbs. @ 31 mph

**STOPPING
POWER**
MOBILITY

DIMENSIONS per single unit

Length	3.87 ft.
Width	1.67 ft.
Height	2.7 ft.
Weight	52.9 lbs.



AST ADVANCED SECURITY
TECHNOLOGIES

www.vehicle-barriers.com • info@vehicle-barriers.com • (800) 344-5577

ORDINANCE FACT SHEET

DATE OF 1st READING: MARCH 18, 2025CONTACT PERSON: STUENKELOFFICE REQUESTING: POLICE DEPARTMENTPHONE NUMBER: 4436EMERGENCY PASSAGE: No ☐ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$562,524SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE PURCHASE OF MODULAR VEHICLE BARRIER MVB3X SYSTEMS FROM ADVANCED SECURITY TECHNOLOGIES IN AN AMOUNT NOT TO EXCEED \$562,524, FOR THE SPRINGFIELD POLICE DEPARTMENTCONTRACTOR / VENDOR NAME: Advanced Security TechnologiesVENDOR NO: VC*8749CONTRACT TERM: _____ Change in Scope Yes ☐ No ☒CONTRACT AMOUNT: \$562,524

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Low Bid Meeting Specs☐ Low Evaluated Bid☐ Other: _____☒ Exception: Sole Source

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	112	POLC	POPR	1507	\$562,524
2						
3						
4						

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

PROPOSAL/QUOTE, SOLE SOURCE LETTER, DATASHEET

STAFF ANALYSIS

This ordinance authorizes the purchase of four (4) MVB3X trailer systems, each providing approximately ten (10) lanes of coverage from Advanced Security Technologies, as a sole source vendor, in an amount not to exceed \$562,524.

FUNDS CHECK BY: C. HeingelDate: 03/13/2025DIRECTOR / SUPERVISOR: Julia StuhelDate: 3/12/2025CITY PURCHASING AGENT: J Michael LeskoDate: 03/13/2025

SIGN OFF: _____

(Mayor's Signature)

GEMRamon Metzger

(Director of OBM)

The information supplied on this form is not confidential information

2025-136

AN ORDINANCE AUTHORIZING THE PURCHASE OF TWELVE POLICE INTERCEPTORS IN AN AMOUNT NOT TO EXCEED \$715,656.00 FROM MORROW BROTHERS FORD, INC., 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 twelve new 2025 fully equipped Ford Patrol Interceptors for the Springfield Police Department; and

WHEREAS, Morrow Brothers Ford, Inc. is willing to provide the Springfield Police Department with twelve new 2025 fully equipped Ford Patrol Interceptors for an amount not to exceed \$715,656.00; and

WHEREAS, vehicles are available in the vendors inventory and placing orders with another vendor would increase costs and delay delivery; 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 38.38(a) and / or 38.41 pertaining to Competitive Sealed Proposals; and

WHEREAS, it is necessary to authorize payment, in the amount of \$715,656.00 to the Morrow Brothers Ford, Inc. for the purchase of twelve new 2025 fully equipped Ford Patrol Interceptors for the Springfield Police Department from Morrow Brothers Ford, Inc.

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

Section 1: That the City Council hereby authorizes payment of \$715,656.00 to the Morrow Brothers Ford, Inc. for the Springfield Police Department. 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 the Morrow Brothers Ford, Inc. (VC*1173) in an amount not to exceed \$715,656.00 from the account number 001-112-POLC-1502.

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

PASSED: _____, 2025

SIGNED: _____, 2025

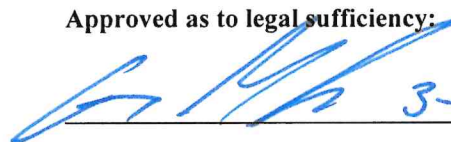
RECORDED: _____, 2025

Mayor Misty Buscher

ATTEST: _____
City Clerk Charles L. Redpath Sr.

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

 3-12-25

Office of Corporation Counsel / Date



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

March 7, 2025

Joshua Stuenkel
Deputy Chief of Police
Springfield Police Department
O: 217-788-8360 ext. 4436
C: 217-303-2462
Joshua.Stuenkel@springfield.il.us

We propose the following for your consideration.

1-New 2025 Police Interceptor Utility AWD

Exterior Color White
Cloth Front Bucket Seats
51R Driver's Side LED Spotlight
68G Rear Locks/Windows D.C.
New MP License/Title
Vehicle warning equipment per attached page
All standard equipment per attached page

Illinois Government Price \$59,638.00* Each

Units are presently in stock* and available first come first serve. All trade in vehicles are welcome. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this page along with your purchase order and a copy of your Illinois Tax Exempt Letter.

2025-137

ORDINANCE FACT SHEET

DATE OF 1st READING: March 13, 2025CONTACT PERSON: Joshua StuenkelOFFICE REQUESTING: POLICE DEPARTMENTPHONE NUMBER: 217-788-8352 4436EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification - See attached documentFISCAL IMPACT: \$715,656SUGGESTED TITLE: AN ORDINANCE AUTHORIZING PURCHASE OF TWELVE (12) 2025 FORD POLICE INTERCEPTORS UNDER STATE CONTRACT FROM MORROW BROTHERS FORD, IN AN AMOUNT NOT TO EXCEED \$715,656.00, FOR THE SPRINGFIELD POLICE DEPARTMENT.CONTRACTOR / VENDOR NAME: Morrow Brothers Ford, Inc.VENDOR NO: VC1173CONTRACT TERM: _____ Change in Scope Yes ☐ No ☐CONTRACT AMOUNT: \$715,656.00

(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ Low Bid☐ Other: _____☐ Low Bid Meeting Specs☒ Exception: JP - STATE☐ 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	112	polc	popr	1502	\$715,656.00
2						
3						
4						

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

STAFF ANALYSIS

This ordinance authorizes the purchase of twelve 2025 Ford Police Interceptors, outfitted for patrol, in an amount not to exceed \$715,656.00

FUNDS CHECK BY:

DIRECTOR / SUPERVISOR: Joshua Stuenkel

CITY PURCHASING AGENT: _____

SIGN OFF: _____

(Mayor's Signature)

Date: _____

Date: 3/17/2025

Date: _____

(Director of OBM)

The information supplied on this form is not confidential information.

2025-137