



ADDENDUM I

BLOOMINGTON CITY COUNCIL AGENDA

OCTOBER 13, 2014

ADDITION TO CONSENT AGENDA

- Item 7B. Bills and Payroll. (Recommend that the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.) *City Council Memorandum and attachment.*
- Item 7H. Request to Retain Farnsworth Group for Design of Relocating two (2) Twenty-four inch (24”) Water Transmission Mains at Main St. Bridge in the Town of Normal and a Study of Lining Cast Iron Twenty-four inch (24”) Water Transmission Main. (Recommend that the Agreement with Farnsworth Group for the design to relocate the two (2) twenty-four transmission main be approved, in the amount of \$18,200, and the Mayor and City Clerk be authorized to execute the necessary documents.) *Professional Services Agreement.*

REMOVED FROM CONSENT AGENDA

- Item 7N. Petition submitted by McLean County Land Trust FSB 1200, (d/b/a Towanda Plaza Corp.), requesting Approval to Rezone From C – 3, Community Regional Shopping District to R – 3A, Multiple Family Residence District for 1234, 1236, and 1238 E. Empire St. (Recommend that the Rezoning be approved and the Ordinance passed.)



FOR COUNCIL: October 13, 2014

SUBJECT: Bills and Payroll

RECOMMENDATION/MOTION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$6,646,256.22 (Payroll total \$2,241,143.29, and Accounts Payable total \$4,405,112.93).

Respectfully submitted for Council consideration.

Prepared by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales
City Manager

(ON FILE IN CLERK'S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk's office. Also available at www.cityblm.org.
Attachment 2. Summary Sheet Bills and Payroll Report

Motion: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

	Aye	Nay	Other		Aye	Nay	Other
Alderman Black				Alderman Painter			
Alderman Fruin				Alderman Sage			
Alderman Hauman				Alderman Schmidt			
Alderman Lower				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Renner			

CITY OF BLOOMINGTON FINANCE REPORT

Council of October 13, 2014

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
10/2/2014	\$ 1,293,412.14	\$ 322,592.86	\$ 1,616,005.00
10/3/2014	\$ 239,294.72	\$ 79,882.80	\$ 319,177.52
10/10/2014	\$ 228,436.29	\$ 77,677.67	\$ 306,113.96
10/10/2014	\$ (142.31)	\$ (10.88)	\$ (153.19)
Off Cycle Adjustments			
		PAYROLL GRAND TOTAL	\$ 2,241,143.29

ACCOUNTS PAYABLE

Date	Bank	Total	PCARD
10/13/2014	AP General	\$ 4,296,748.17	\$ -
	AP BCPA	\$ -	\$ -
10/13/2014	AP Comm Devel	\$ 5,394.51	
10/13/2014	AP IHDA	\$ 24.00	
10/13/2014	AP Library	\$ 45,498.66	
	AP MFT	\$ -	
9/23/14-10/12/14	Off Cycle Check Runs	\$ 57,447.59	
	AP GRAND TOTAL	\$ 4,405,112.93	
			WIRE GRAND TOTAL
			\$ -

TOTAL	\$ 6,646,256.22
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Respectfully,

Patti-Lynn Silva
Director of Finance

**CITY OF BLOOMINGTON
AGREEMENT FOR PROFESSIONAL SERVICES
WITH FARNSWORTH GROUP**

THIS AGREEMENT, dated this ____ day of October, 2014, is between the City of Bloomington (hereinafter “CLIENT”) and the Farnsworth Group (hereinafter “FARNSWORTH”).

WHEREAS, CLIENT sought proposals from professional engineering service firms for the design and bidding of relocating two 24-inch diameter raw water transmission mains along Sugar Creek due to the scheduled Main Street Bridge replacement (hereinafter sometimes collectively referred to as “Project”); and

WHEREAS, the CLIENT and FARNSWORTH desire to enter into this Agreement to set forth the terms and conditions of the work to be performed.

NOW THEREFORE, the parties agree as follows:

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

Section 2. Scope of Services. FARNSWORTH hereby agrees to provide the following services in relation to the Project:

- (A) Design and bid the relocation of two 24-inch diameter raw water transmission mains along Sugar Creek;
- (B) Investigate water main lining alternatives for the raw water transmission mains from Fort Jesse Road to the City’s Water Treatment Plant; and
- (C) Design and coordinate the Project’s bid, including preparation of detailed plans and specifications, as well as permitting and bidding services.

Section 3. Incorporation of RFP & Proposal Terms. The provisions of RFP #2015-24, a Request for Proposal for Design of the Raw Water Transmission Main Relocation at the Main Street Bridge for the City of Bloomington, including Addendum #1 and Addendum #2, as well as the proposal submitted by FARNSWORTH, shall be incorporated into this Agreement and made a part thereof and shall be considered additional contractual requirements that must be met by FARNSWORTH. In the event of a direct conflict between the terms of the RFP/Proposal and this Agreement, the terms of Agreement shall govern.

Section 4. Fees/Invoices. For its services, CLIENT agrees to pay FARNSWORTH a fee of \$9,700 for the design work and \$8,500 for the water main lining work. Charges for services will be billed at least as frequently as monthly, and at the completion of the Project.

Section 5. Termination. This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as lack of performance, negligent actions, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, FARNSWORTH will be paid for all services and expenses rendered to the date of termination.

Section 6. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Nothing herein, however, shall limit the CLIENT'S right to use the documents for municipal purposes, including but not limited to the CLIENT'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction.

Section 7. Standard of Care. Services performed by FARNSWORTH under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 8. General Liability Insurance and Limitation. FARNSWORTH shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CLIENT and CLIENT shall be named as an additional insured under the policy. FARNSWORTH shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which FARNSWORTH has no supervision or control.

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

Section 10. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty.

Section 11. Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other

party. Subcontracting to subconsultants, normally contemplated by FARNSWORTH as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Section 12. Duty to Advise, Supervise and Inspect. FARNSWORTH will advise CLIENT in writing of any omissions, substitutions, defects, and deficiencies noted in the work of contractors. FARNSWORTH shall visit the project once a week, or more often when the nature and progress of the work and the interests of CLIENT require an increase in the frequency of such visits.

Section 13. Dispute Resolution. In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and FARNSWORTH agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation. If the dispute is not resolved by mediation, either party may bring suit in McLean County Circuit Court.

Section 14. Right of Entry. CLIENT shall provide for FARNSWORTH's right to enter property owned by CLIENT and/or others in order for FARNSWORTH to fulfill the scope of services for this Project.

Section 15. Confidentiality. Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party except as may be required by law.

Section 16. 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 FARNSWORTH. FARNSWORTH's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and FARNSWORTH agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Section 17. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Section 18. Survival. Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Section 19. Entire Agreement. Notwithstanding the incorporation of the Request for Proposals and FARNSWORTH'S proposal, this Agreement is the entire Agreement between the CLIENT and FARNSWORTH. It supersedes all prior communications, understandings and

agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH.

Section 20. Time for Services. Time is of the essence. FARNSWORTH shall provide the services required by this agreement in conformance with the project schedule adopted by the CLIENT and the terms and conditions set forth in the RFP.

Section 21. Modification to the Agreement. CLIENT or FARNSWORTH may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH's compensation, to which CLIENT and FARNSWORTH mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

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

Section 23. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 24. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 25. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 26. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

FARNSWORTH ENGINEERING

By: _____
Its Mayor

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____