



**Monday, October 3, 2016
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

A 15 minute time period is provided for citizens to appear and express their views before the City Council. Each citizen who appears will be limited to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents to the Police Officer for distribution to the Council.

III. Approval of Minutes

Minutes of September 19, 2016 City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Resolution Amending MV Transportation, Inc. Contract with the City of Decatur, Illinois, Mass Transit System for Scheduling Software License and Installation
3. Ordinance Annexing Territory--3718 East Mound Road
4. Ordinance Rezoning Property R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District 3718 East Mound Road
5. Resolution Authorizing a Permanent Easement to the Sanitary District of Decatur for the Spring Creek Pipe Bridge Replacement
6. Resolution Accepting the Bid of Jackson Ford, Inc., Decatur, IL, for the Purchase on One (1) 2017 Ford F-250 Pick-up with Snow Plow
7. Resolution to Accept Bid and Authorize the Execution of a Contract with Culy Contracting, Inc. for 2016 Manhole Rehabilitation Project, City Project 2016-32
8. Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to Perform Bridge Inspections and Prepare Preliminary Bridge Condition Reports, City Project 2016-06
9. Resolution to Appropriate Motor Fuel Tax Funds to Pay Engineering Costs

for NBIS Bridge Inspections and Preliminary Bridge Condition Reports by Municipality Under the Illinois Highway Code

10. Resolution Authorizing Execution of Contract with Altorfer, Inc. for the South Water Treatment Plant Generator Switchgear Control System Replacement
11. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.
 - A. Reciving and Filing of Minutes of Boards and Commissions
 - B. Resolution Approving Reappointment - Human Relations Commission
 - C. Resolution Approving Appointment - Civil Service Commission
 - D. Resolution Regarding Halloween Trick or Treat Hours
 - E. Ordinance Amending Zoning Ordinance Section II. Definitions
 - F. Resolution Authorizing Execution and Amendment of FY 2017 Transit Operating Assistance Grant Agreement with Illinois Department of Transportation

VI. Other Business

VII. Recess to Study Session

United States Environmental Protection Agency Consent Order Update

VIII. Recess to Closed Executive Session

Recess to Closed Executive Session for the Purpose of a Discussion Regarding the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body

IX. Adjournment

CITY COUNCIL MINUTES
Monday, September 19, 2016

On Monday, September 19, 2016, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Jerry Dawson. Councilwoman Dana Ray was absent. Six members present and one member absent. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance to the Flag.

This being the time for Appearance of Citizens, the following citizens appeared:

Greater Decatur Black Chamber of Commerce Chairman Jacob Jenkins requested that the late Sheriff Roger Walker, Jr. be added to the Wall of Honor at the Civic Center.

James Taylor would also like Sheriff Roger Walker, Jr. added to the Wall of Honor at the Civic Center and he would like to see more African American Policemen and Firemen in Macon County.

Russell Shulke read a statement regarding the Decatur Public Library building maintenance and the Lake Decatur dredging project cost.

The minutes of the September 6, 2016 City Council meeting were presented. Councilman Jerry Dawson moved the minutes be approved as written; seconded by Councilman Pat McDaniel, and on call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

This being the time set aside for Unfinished Business and there being none, Mayor Julie Moore Wolfe called for New Business.

2016-63 Ordinance Amending City Code Chapter 73, was presented.

Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilman Jerry Dawson.

Councilman Jerry Dawson understands why staff wants this Ordinance. It is a national trend that we can't do anything about. He personally did not agree with it.

Councilman Chris Funk asked if all Staff or Law Enforcement Staff recommended the amendment to the Ordinance. Police Chief Jim Getz said Law Enforcement made the recommendation. Ten (10) grams or less of cannabis is now a civil violation and they are keeping it at civil violation level with the City Ordinance. Councilman Chris Funk asked about the conflict with State and Federal regulations. Police Chief Jim Getz said it is still a Federal violation to have possession of cannabis, but the Federal government is not going to come here and arrest or prosecute on the possession of cannabis in Decatur.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Councilman Jerry Dawson present. Five ayes and one abstention. Mayor Julie Moore Wolfe declared the motion carried.

2016-64 Ordinance Amending City Code Chapter 34 Traffic and Parking, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2016-65 Ordinance Rezoning Property from R-1 Single Family Residence District to B-2 Commercial District – 4967 E. Lost Bridge Road, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilman Pat McDaniel.

Councilman Bill Faber asked who the developer or petitioner was requesting the rezoning. Project Manager Mary Cave with Chastain and Associates stated the developer is R & H Development which is owned by Tony Romano. Councilman Bill Faber asked what the proposed project was. Mayor Julie Moore Wolfe explained there wasn't a project description; it was just changing the zoning. Councilman Bill Faber would like an idea why the change should be made to help Council make the decision. Mrs. Cave stated the request is being made in order to accommodate future commercial development at the corner.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-105 Resolution Accepting Bid of King Lar Company, for Training Tower Door and Stair Project, Decatur Fire Department, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-106 Resolution Authorizing Change Order No. 1 to the Agreement with Carl Walker, Inc. to Design the Improvements to Parking Garages B & C City Project 2015-03, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Mayor Julie Moore Wolfe stated there is a lot of work coming up in the future on the Parking Garages and she asked if there was a revenue stream in the future. City Manager Tim Gleason explained that a majority of the Parking Garages are tied up in agreements that do not offer much revenue in exchange for the repairs and maintenance that is required. Councilman Bill Faber asked if Garage B is being used exclusively for ADM employees, if so, the City in effect subsidizes for the garage space for the agreement which is not favorable in producing revenue for the City. City Manager Tim Gleason said he did not know what the history was. He did not know what the trades off were prior to today, but if we look simply at the costs for the parking deck for the repair and maintenance, it is something he had concerns about. Councilman Bill Faber said he didn't know either what the trades offs were and that is why he would like to know what those reasons were for not producing revenue for the City. Councilman Chris Funk asked what the terms of the agreement were. City Manager Tim Gleason will get that information for Council. Councilman Bill Faber asked if there was any thought by City Staff to enter into renegotiations. City Manager Tim Gleason said the first step is trying to understand what the history is and regardless a discussion with ADM is probably forthcoming.

Russell Shulke explained the vacated library building on North and Franklin was vacant for many years and ADM took that off the City's hands.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-107 Resolution Authorizing the Bid of Wm. Nobbe Co., Waterloo, IL, for the Purchase of Two (2) 2016 Global M3, Three-Wheel configuration sweepers, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-108 Resolution Authorizing Agreement with Critchelow Logging Company for Tree Removal from City Property and Sharing of Timber Sales Proceeds, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman Bill Faber did not find any written references in his packet of materials and he wanted to be sure this was the right decision for our community now and future generations to come.

Upon call of the roll, Councilmen Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Councilman Bill Faber voted nay. Five ayes and one nay. Mayor Julie Moore Wolfe declared the motion carried.

R2016-109 Resolution Authorizing Acceptance of the Proposal for Liability Insurance Coverage with Lancer Insurance Company and Admiral Insurance Company, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman Chris Funk asked if this was a fully insured plan and the City bears no risk of loss. He asked if the City ever considered self-insuring for this risk. Finance Director Gregg Zientara said Transit Insurance is tough to come by. The City has had Transit Insurance with Lancer and Admiral for several years now. There has been limited claims. The City had gone out and tried to secure competitive quotes and didn't receive any.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-110 Resolution Authorizing City Manager to Execute Insurance Coverage for Property, Liability and Workers Compensation for the City of Decatur for the Policy Period October 1, 2016 to October 1, 2017, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Lisa Gregory.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Consent Calendar Items A through C and asked if any Council member wished to have an item removed from Consent Calendar. Councilman Pat McDaniel asked to have Item B removed from the Consent Calendar. The Clerk read Items A and C:

- A. Receiving and Filing of Minutes of Boards and Commissions
- C. R2016-111 Resolution Approving Appointment – Plan Commission

Councilman Jerry Dawson motioned to approve the items as presented, seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Item B., 2016-66 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Ways – Decatur Area Arts Council Brew Ha Ha, was presented.

Councilman Jerry Dawson motioned to approve the items as presented, seconded by Councilman Pat McDaniel.

Councilman Pat McDaniel explained he pulled the item because it was awfully close to the event. He felt the paperwork needed to be done a couple of weeks before the event.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Other Business. Councilwoman Lisa Gregory said Council was addressed earlier this evening about the Wall of Fame and it comes with a tone that maybe Council doesn't want to see Sheriff Walker on the wall downstairs and she just want to be very clear that this is not at all the case. It seems that there is not an understanding about what the process is for the Wall of Fame. Councilwoman Lisa Gregory suggested having the process listed on the City's website so everybody knows what that process is. Councilwoman Lisa Gregory also spoke about Senator Rose's press conference held recently in Decatur. She found a chart he had very interesting about companies that are working towards the production of new technologies and renewable fuel and energy that would have the ability to create 20,000 jobs. Decatur needs jobs and businesses to locate here. She hoped that when the

project moved forward, Decatur would be at the table when it came to luring companies to our City.

Councilman Jerry Dawson agreed with Councilwoman Lisa Gregory that Sheriff Roger Walker, Jr. would be most fitting to be on the Wall of Fame.

Councilman Bill Faber asked to have the Plan Commission meeting time put on the Council Agenda. Mayor explained there had been no previous support by Council to have it on the agenda. Councilman Pat McDaniel said it is hard to get citizens to serve on Boards and Commissions. Council might want to look at changing the Boards and Commissions meeting times.

With no other business, Mayor Julie Moore Wolfe called to Recess to a Study Session for Treasurer's Financial Report.

Councilman Jerry Dawson moved to recess to Study Session; seconded by Councilwoman Lisa Gregory.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Finance Director Gregg Zientara presented the Financial Report through the end of August 2016 and provided Council information regarding internet sales tax. The City does not get any benefit from internet sales. City Manager Tim Gleason and Finance Director Gregg Zientara responded to Council members questions regarding budget preparation for next year and hiring freezes.

Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilman Jerry Dawson. Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 6:34 p.m.

Approved _____
Debra G. Bright
City Clerk

Mass Transit

DATE: 9/2/2016

MEMO: 05075-1

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
John Williams, Mass Transit Administrator

SUBJECT: Approval of agreement and addendum to MV Transportation contract for the purpose of rental fees, installation, support and other related service for Trapeze scheduling and dispatching software.

SUMMARY RECOMMENDATION: Recommend approval.

BACKGROUND: During assessment of the current operations of Decatur Public Transit System, ADA Paratransit program, it was determined that the service is being operated inefficiently. There are also accountability issues that exist, due to the way we presently do business and operate. Presently, Decatur Public Transit schedules passengers trips manually. Part of the service is also contracted out, where scheduling is provided by the contractors. As a result of the passenger trips being scheduled manually, DPTS is not providing the maximum amount of service that can be scheduled to one vehicle per day. Presently each operator assigned to a vehicle is averaging around eight trips daily. By optimizing the trips through an automated scheduling engine, DPTS daily passenger trip count for each vehicle should increase to 18 to 20 passenger trips per day. Our contractors are paid on a per trip/mileage basis; they also retain all of the fares and/or reimbursed the fare cost for tickets or monthly passes. The scheduling and dispatching software will allow DPTS to increase productivity (number of passenger trips), decrease operating costs and retain a significant amount of the fare revenue. Also, the scheduling software will give DPTS more internal control and accountability of the scheduling functions. Having the scheduling software will also allow DPTS to better monitor Federal compliance through improved reporting mechanisms. DPTS presently has the purchasing of scheduling and dispatching software in the Transportation Improvement Plan.

PRIOR COUNCIL ACTION: N/A

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: John Williams and Jerome Parker

BUDGET/TIME IMPLICATIONS: No implications to budget, other than operational

savings. Prompt approval avoids potential extended time for implementation an training, as well as possible increases in fees associated with rental.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Amendment to MV Transportation Contract	Backup Material
Transit Improvement Program	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AMENDING MV TRANSPORTATION, INC. CONTRACT
WITH THE CITY OF DECATUR, ILLINOIS, MASS TRANSIT SYSTEM FOR
SCHEDULING SOFTWARE LICENSE AND INSTALLATION**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:

Section 1. That the City of Decatur's management agreement with MV Transportation, Inc., be and is hereby amended to provide for scheduling software license and installation as described in the attached amendment to agreement, for a cost of installation not to exceed \$20,000.00, and a monthly fee of \$768.42 for rental and service fees.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute the amendment to Mass Transit management agreement between the City of Decatur, Illinois, and MV Transportation, Inc., as attached.

PRESENTED AND ADOPTED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

**SECOND AMENDMENT
TO
MASS TRANSIT MANAGEMENT AGREEMENT**

THIS AMENDMENT TO MASS TRANSIT MANAGEMENT AGREEMENT (this “**Amendment**”), is entered into as of October __, 2016 (the “**Effective Date**”), by and between **CITY OF DECATUR OF THE STATE OF ILLINOIS** (“**City**”), and **MV TRANSPORTATION, INC.** (“**Contractor**”). City and Contractor may hereinafter be referred to collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS:

A. The Parties have entered into that certain Mass Transit Management Agreement, dated as of July 1, 2014, as amended by that certain First Amendment To Mass Transit Management Agreement dated December 12, 2014, pursuant to which Contractor provides certain transportation services to City (the “**Agreement**”). Capitalized terms used in this Amendment and not defined herein shall have the meanings given such terms in the Agreement.

B. The Parties desire to amend the Agreement to reflect certain agreements among the Parties as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Amendments.** As of the Effective Date, the Agreement is hereby amended as follows:

(a) **SECTION 3. SCOPE OF SERVICES OF CONTRACT.** Section 3 shall be amended by inserting the following Subsection E:

“E. **TRAPEZE SERVICES**

1. for an additional fee, CONTRACTOR shall provide installation and configuration of Trapeze software and related services as set forth on Exhibit A attached hereto
2. for an additional fee, CONTRACTOR shall provide Trapeze software rental and ongoing ASP functionality as set forth on Exhibit B attached hereto
3. the services provided under this Section 3.E. may be collectively referred to herein as “Trapeze Services””

(b) **SECTION 7. COMPENSATION.** Section 7 shall be amended and restated as follows:

“The CITY agrees to pay to CONTRACTOR as compensation for management services rendered pursuant to this Agreement the following sums:

<u>PERIOD</u>	<u>FEE</u>
Year 1: July 1, 2014 – June 30, 2015	\$10,537.00 per month (\$126,444.00 per year)

Year 2: July 1, 2015 – June 30, 2016	\$9,942.42 per month (\$119,309.00 per year)
Year 3: July 1, 2016 – June 30, 2017	\$10,244.00 per month (\$122,928.00 per year), plus charges for Trapeze Services as provided for herein
Year 4: July 1, 2017 – June 30, 2018	\$10,298.67 per month (\$125,984.00 per year), plus charges for Trapeze Services as provided for herein
Year 5: July 1, 2018 – June 30, 2019	\$10,824.50 per month (\$129,894.00 per year), plus charges for Trapeze Services as provided for herein

Payment shall be made by the CITY to CONTRACTOR on or before the 15th day following receipt of CONTRACTOR'S invoice for that month's management fee on a pro rata basis of the annual fee. In the event this Agreement terminates other than on the last day of a calendar month, the fee due CONTRACTOR shall be prorated on a daily basis."

2. Effect on Agreement. Except as specifically amended hereby, the terms and provisions of the Agreement are in all other respects ratified and confirmed and remain in full force and effect without modification or limitation.

3. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Illinois, without regard to principles of conflicts of law.

4. Counterparts. This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Faxed and e-mailed copies of manually executed signature pages to this Amendment will be fully binding and enforceable without the need for delivery of the original manually executed signature page.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Effective Date.

CITY:

CITY OF DECATUR

By: _____

Name: _____

Title: _____

CONTRACTOR:

MV TRANSPORTATION, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

TRAPEZE INSTALLATION AND SUPPORT SERVICES AND FEES



MV Transportation, Inc.

Quote For: Decatur IL
Date: Friday, March 04, 2016
Provided By: Nila Zaman

1.) System Training *Set-up and Configuration				
	Daily RATE	Total Number of Days	Total Cost	Comments
Client Entry	\$ 1,000.00	8	\$ 8,000.00	
Vehicle Entry				
Capacity Entry				
Run Entry				
Driver Entry				
Faring Entry				
ADA polygons Entry				
Weights and Parameters				
Total Monthly			\$ 8,000.00	

2.) Installation Costs				
			Total Cost	Comments
Reservation	\$ 1,000.00	1	\$ 1,000.00	
Schedule Building, Maintenance and Tools	\$ 1,000.00	5	\$ 5,000.00	
Dispatch	\$ 1,000.00	2	\$ 2,000.00	
Reporting and Trapeze for Managers	\$ 1,000.00	1	\$ 1,000.00	
Total Operation Training			\$ 9,000.00	

3.) Map				
	Monthly		Total Cost	Comments
Build and Install	\$ 1,000.00	1	\$ 1,000.00	
Total Monthly			\$ 1,000.00	

4.) Go Live Support				
	Monthly		Total Cost	Comments
Reservation/Schedule	\$ 1,000.00	5	\$ 5,000.00	
Dispatch	\$ 1,000.00	3	\$ 3,000.00	
Total Monthly			\$ 8,000.00	
Total			\$ 26,000.00	
Partner Discount			\$ 6,000.00	
Project Total			\$ 20,000.00 PLUS Travel Expenses	

EXHIBIT B**TRAPEZE RENTAL/ASP SERVICES AND FEES****MV Transportation, Inc.**

Avg Trips Weekday	125
Concurrent Users	3
Clients	
Vehicles	
Spare Ratio	

Quote For: Decatur IL
Date: Monday, July 18, 2016
Provided By: Debra Redfern

1.) MV Trapeze Rental & ASP Option Cost -MONTHLY							
	Req	Monthly	Concurrent Licenses	ASP Server	Sales Tax	Total Cost	Comments
PASS	X	\$ 175.92	\$ 225.00	\$ 367.50	\$ -	\$ 768.42	
MON		\$ -		\$ -	\$ -	\$ -	
DRIVER MATE		\$ -			\$ -	\$ -	
CT					\$ -	\$ -	
WEB					\$ -	\$ -	
TRIP BROKER					\$ -	\$ -	
VEO					\$ -	\$ -	
CERT					\$ -	\$ -	
MT WEB					\$ -	\$ -	
Total Monthly						\$ 768.42	

2.) Data Costs -MONTHLY							
	Req	Monthly				Total Cost	Comments
Cellular Data Plan	X	\$ -				\$ -	
Soti Software	X	\$ -				\$ -	
Total Monthly						\$ -	

3.) Installation Costs							
	Req					Total Cost	Comments
Ranger4		\$ -				\$ -	
Tablets	X	\$ -				\$ -	
Mounts	X	\$ -				\$ -	
Power Cables	X	\$ -				\$ -	
Otter Boxes	x	\$ -				\$ -	
Total Installation						\$ -	

FY 2016 – FY 2019
MASS TRANSIT IMPROVEMENT PROGRAM

DESCRIPTION OF CAPITAL PROJECTS
FY 2016 ELEMENT

Project Number	<u>Project Description</u>
2010-6	PARATRANSIT SCHEDULING SOFTWARE: Purchase software for the scheduling and dispatching of paratransit vehicles. The software would be installed on the van dispatcher's computer and it would replace the manual method of scheduling and dispatching paratransit vans that is still in use.
2010-7	SECURITY GATE: Install a motorized security gate to the maintenance / bus barn area. The security gate would include video monitoring and electronic key entry for all Transit System vehicles and employees.
2016-3	ADA VANS: Purchase two light-duty ADA vans with wheelchair lifts to provide complementary service for people with disabilities. These vehicles will replace two 2008 light-duty ADA vans with wheelchair lifts.
2016-1	SERVICE VEHICLES: Purchase one 5 passenger sedan and one 12 passenger van and one service pick-up truck to be used by the Street Supervisors, Managers and Maintenance in support of transit operations. These vehicles will replace one 2000 sedan and one 2001 12 passenger van and one 95 Ford escort.
2016-	SECURITY CAMERAS: Purchase twelve security cameras with DVR and hard drives for existing fixed route vehicles, which currently does not have cameras.

Public Works

DATE: 9/23/2016

MEMO: 2016-60

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory--3718 East Mound Road

SUMMARY RECOMMENDATION: Staff recommends that the subject annexation petition be approved.

BACKGROUND:

The property owner wishes to annex in order to obtain water service. The subject property adjoins Decatur City limits on the west and north. Property to the south and east is located in unincorporated Macon County. The lot contains approximately 20.0 acres. The lot will be improved with a business, currently is a vacant lot. The following information is relevant to the areas in question:

1. City water is currently available and not connected to the subject property. A 16 inch diameter water main exists adjacent to the property on Mound Road. The main has adequate water capacity to serve the property.
2. No additional public infrastructure or municipal services are needed or contemplated.
3. Decatur Fire response distance and time averages 4.0 miles and 8 minutes, respectively.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: The plat and annexation request has been reviewed by Engineering, Finance, Fire, Legal, Macon County Health Department, Municipal Services Division, Planning and Building Services, Neighborhood Services, and Water Services. All of the reviewers recommend the annexation be approved. A petition has been filed with Planning and Building Services Department to rezone the property from R-1 Single Family Residence to M-1 Intense Commercial/Light Industrial District.

STAFF REFERENCE: Richard Marley, Public Works Director and Matt Newell, City

Engineer. Richard Marley will be in attendance at the City Council meeting to answer any questions of the council on this item.

BUDGET/TIME IMPLICATIONS: Based on the current assessed value, approximately \$166 in real estate. No person lives on the property, therefore neither state motor fuel tax or state income taxes paid to the City will increase. These revenues are distributed by the state to the city based on population.

ATTACHMENTS:

Description	Type
2016-60 Ordinance	Ordinance
2016-60 Signed Petition	Backup Material
2016-60 Plat	Backup Material
2016-60 Vicinity Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3718 East Mound Road**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith, the petition under oath of James Lee, Aramark Distribution Services, Inc. requesting that there be annexed to the City territory described as:

THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY (30), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART CONVEYED AND DEDICATED TO MACON COUNTY, ILLINOIS, FOR HIGHWAY PURPOSES AS DESCRIBED IN THE DEDICATION OF RIGHT OF WAY DATED MARCH 2, 1999, AND RECORDED AS DOCUMENT NO. 1508075 IN BOOK 2870, PAGE 275 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

Commonly known as 3718 East Mound Road

Permanent Index Number 18-08-30-400-004

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of October, 2016.

JULIE MOORE WOLF, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

The undersigned, under oath, respectfully represent as follows:

1. That they are the owners of record of all the territory herein described.
2. That no electors reside on any of the territory herein described.
3. That the territory herein described is not within the corporate limits of any municipality.
4. That the territory herein described is contiguous to the City of Decatur, a municipal corporation.
5. That the petitioner requests that the City of Decatur, a municipal corporation, annex the following described property:

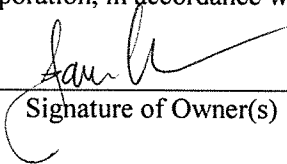
THE WEST HALF (W ½) OF THE SOUTHEAST QUARTER (SE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY (30), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THREE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART CONVEYED AND DEDICATED TO MACON COUNTY, ILLINOIS, FOR HIGHWAY PURPOSES AS DESCRIBED IN THE DEDICATION OF RIGHT OF WAY DATED MARCH 2, 1999, AND RECORDED AS DOCUMENT NO. 1508075 IN BOOK 2870, PAGE 275 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #18-08-30-400-004

BOOK 2870

PAGE 275

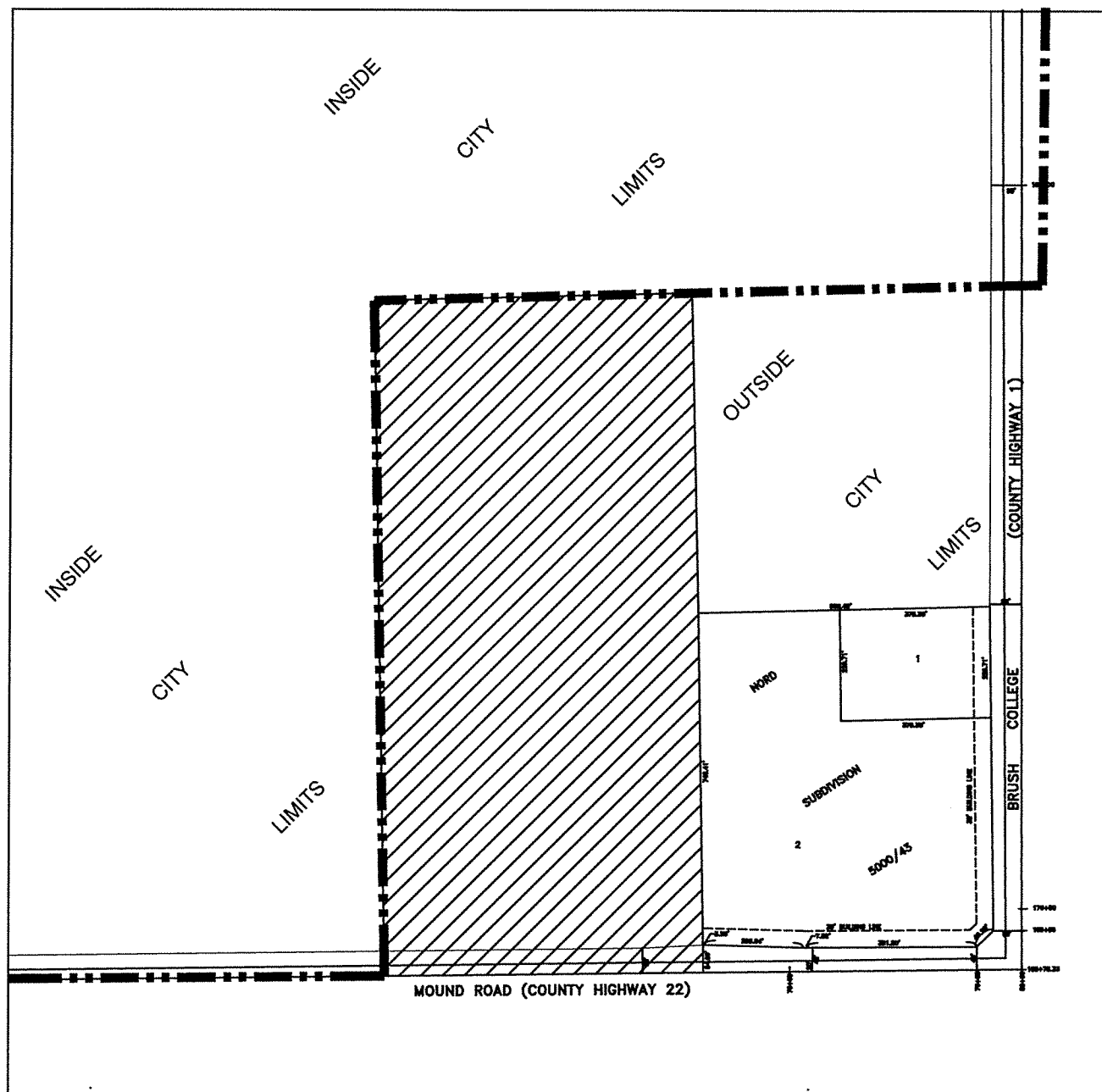
WHEREFORE, the petitioners request the above described property be annexed to the City of Decatur, a municipal corporation, in accordance with the Statutes in such case made and provided.

 _____ Signature of Owner(s)	<u>115 N. 1st Street</u> _____ Street Address
_____ Signature of Owner(s)	<u>Burbank, CA 91502</u> _____ City, State, Zip Code
<u>James Lee, Aramark Distribution Services, Inc</u> _____ Printed Name of Owner(s)	_____ Telephone Number
_____ Printed Name of Owner(s)	<u>818-973-3700</u> _____ Telephone Number

Signed and sworn to before me this

2nd day of September, 2016
Leslie Perry
NOTARY PUBLIC





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3718 E. MOUND ROAD



indicates territory annexed



indicates existing corporate limits

20.00± acres

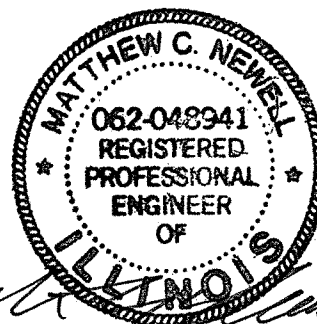
AREA 0.03125± sq. miles

660± lin. ft. of public road

Whitmore township



N.T.S.



9-7-16

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2016

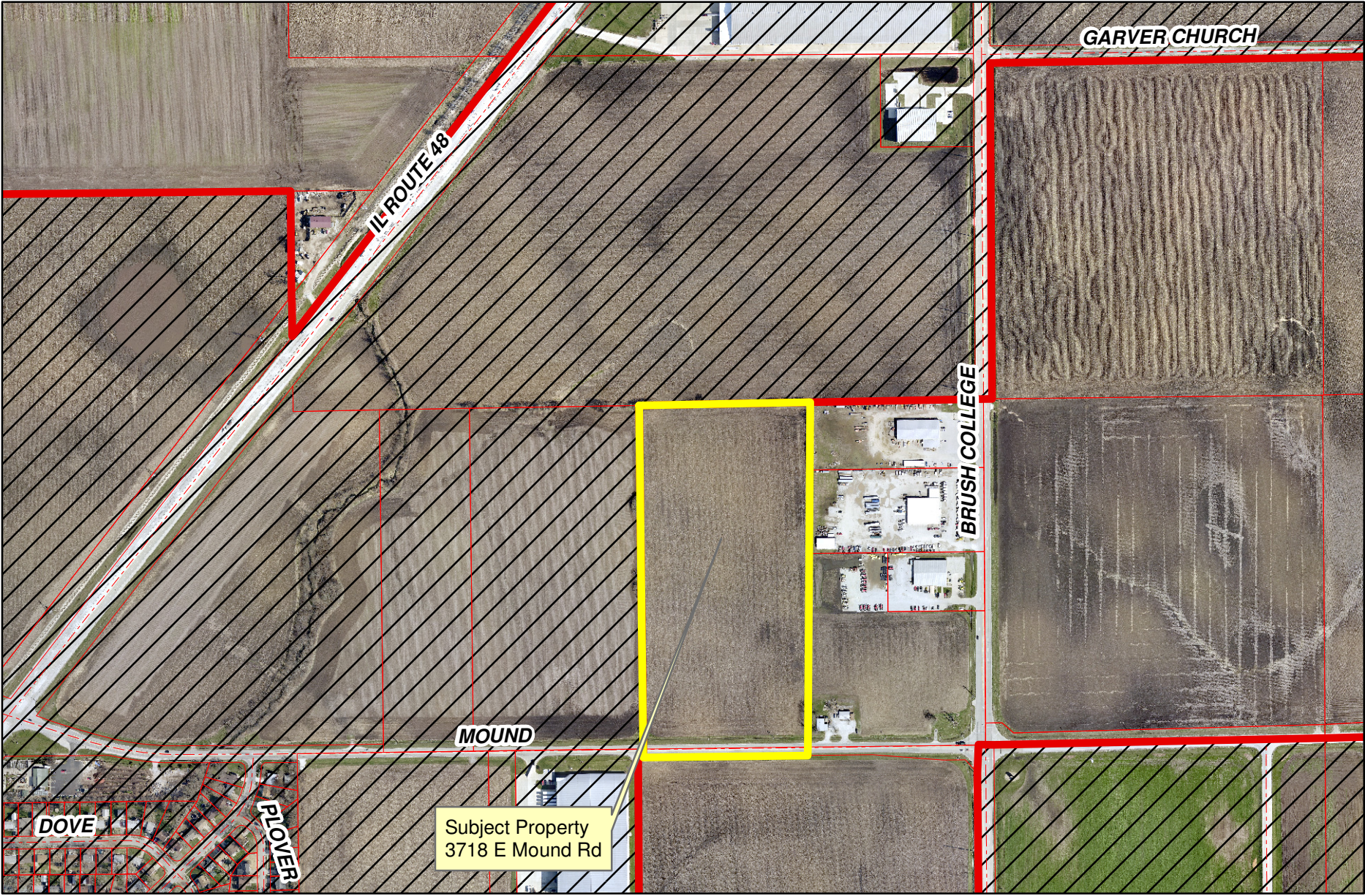
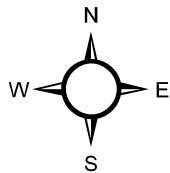
ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Property Proposed to be Annexed
3718 E. Mound Road



Development Services

DATE: 9/23/2016

MEMO: 16-38

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT:

Rezone 3718 East Mound Road from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District

SUMMARY RECOMMENDATION:

Staff recommends approval of the rezoning to M-1 Intense Commercial/Light Industrial District. The City Plan Commission voted 5-1 to recommend approval of this petition at the September 23, 2016 meeting; the minutes of the meeting are attached.

BACKGROUND:

The approximately 20 acre subject site is located at 3718 East Mound Road and is currently located outside the City limits. A petition has been filed with the City to annex this agricultural site. If annexed to the City, the site will automatically be zoned R-1 Single Family Residence District per requirements of the Illinois Compiled Statutes and the City of Decatur Zoning Ordinance.

The petitioner proposes to rezone from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District that would allow for all those uses permitted in the M-1 District. Rezoning the site from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District should not create any adverse effects on the adjacent properties or the City as a whole.

The surrounding zoning includes M-1 Intense Commercial to the north and west, Macon County M-1 to the south and east and Macon County M-2 to the east. The Macon County and Decatur Comprehensive Plan shows this area as Employment. The permitted uses in the M-1 Intense Commercial/Light Industrial District are consistent with the intent of the Comprehensive Plan. The adjacent land uses and zoning districts are compatible with the permitted uses in the M-1 Intense Commercial/Light Industrial District.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES:
The petition has been reviewed by the City’s Technical Review Committee; Planning, Engineering and Fire.

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at sstickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. _____

**ORDINANCE REZONING PROPERTY
R-1 SINGLE FAMILY RESIDENCE DISTRICT
TO M-1 INTENSE COMMERCIAL/LIGHT INDUSTRIAL DISTRICT
- 3718 EAST MOUND ROAD -**

WHEREAS, on the 23rd day of September, 2016, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of Aramark Distribution Services, Inc., to rezone premises legally described as:

The West Half (W ½) of the Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section Thirty (30), Township Seventeen (17) North, Range Three (3) East of the Third Principal Meridian except that part conveyed and dedicated to Macon County, Illinois for highway purposes as described in the Dedication of Right of Way dated March 2, 1999, and recorded as Document No. 1508075 in Book 2870, page 275 of the Records in the Recorder's Office of Macon County, Illinois,

from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District;
and,

WHEREAS, the Decatur City Plan Commission recommended that the prayer of said petition be granted.

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

Section 1. That the recommendation of the Decatur City Plan Commission be, and the same is hereby, received, placed on file and approved.

Section 2. That said described premises be, and they are hereby, rezoned from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District.

Section 3. That the Districts herein mentioned are those districts set forth and defined in Ordinance No. 3512 of the City of Decatur, Illinois, commonly known as the Zoning Ordinance, and all the provisions, regulations, restrictions and requirements therein set forth shall apply to the premises described herein.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be, and it is hereby, amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of October, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

	City of Decatur, Illinois	
	PETITION FOR REZONING	
	<i>Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois</i>	
	Economic and Urban Development Department One Gary K. Anderson Plaza Decatur, Illinois 62523-1196	
		424-2793 FAX 424-2728

Please Type

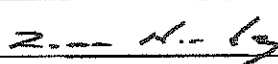
SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Aramark Distribution Services, Inc. (Aramark)				
Address	115 North First Street				
City	Burbank	State	CA	Zip	91502
Telephone	818 973 3705	Fax		E-mail	hernandez-ramon@aramark.com
Property Owner	Aramark Distribution Services, Inc.				
Address	115 North First Street				
City	Burbank	State	CA	Zip	91502
Telephone	818 973 3700	Fax		E-mail	
Representative	Ramon Hernandez				
Address	115 North First Street				
City	Burbank	State	CA	Zip	91502
Telephone	818 973 3705	Fax		E-mail	hernandez-ramon@aramark.com

SECTION TWO: SITE INFORMATION						
Street Address	East Mound Road (vacant land)					
Legal Description	PIN: 18-08-30-400-004					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:				Seasonal farm crops		
Size of Tract	19.91	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☒ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☒ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:						

Section Three Continued	
Purpose	<i>Please state the purpose of the proposed rezoning.</i>
M-1 zoning is requested to allow for the construction of a new 105,000 square foot warehouse/distribution center.	

SECTION FOUR: JUSTIFICATION	
<i>The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):</i>	
Aramark recently acquired the subject property with the intent to construct a new 105,000 square foot warehouse/distribution center. Aramark has started the process to have the subject property annexed to the City of Decatur, IL. In addition to the annexation of the property, Aramark requests to have the subject property zoned M-1 to allow for the development and ongoing use of a warehouse/distribution center.	

SECTION FIVE: CERTIFICATION		
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.	
Petitioner's Signature		Date 8/18/16

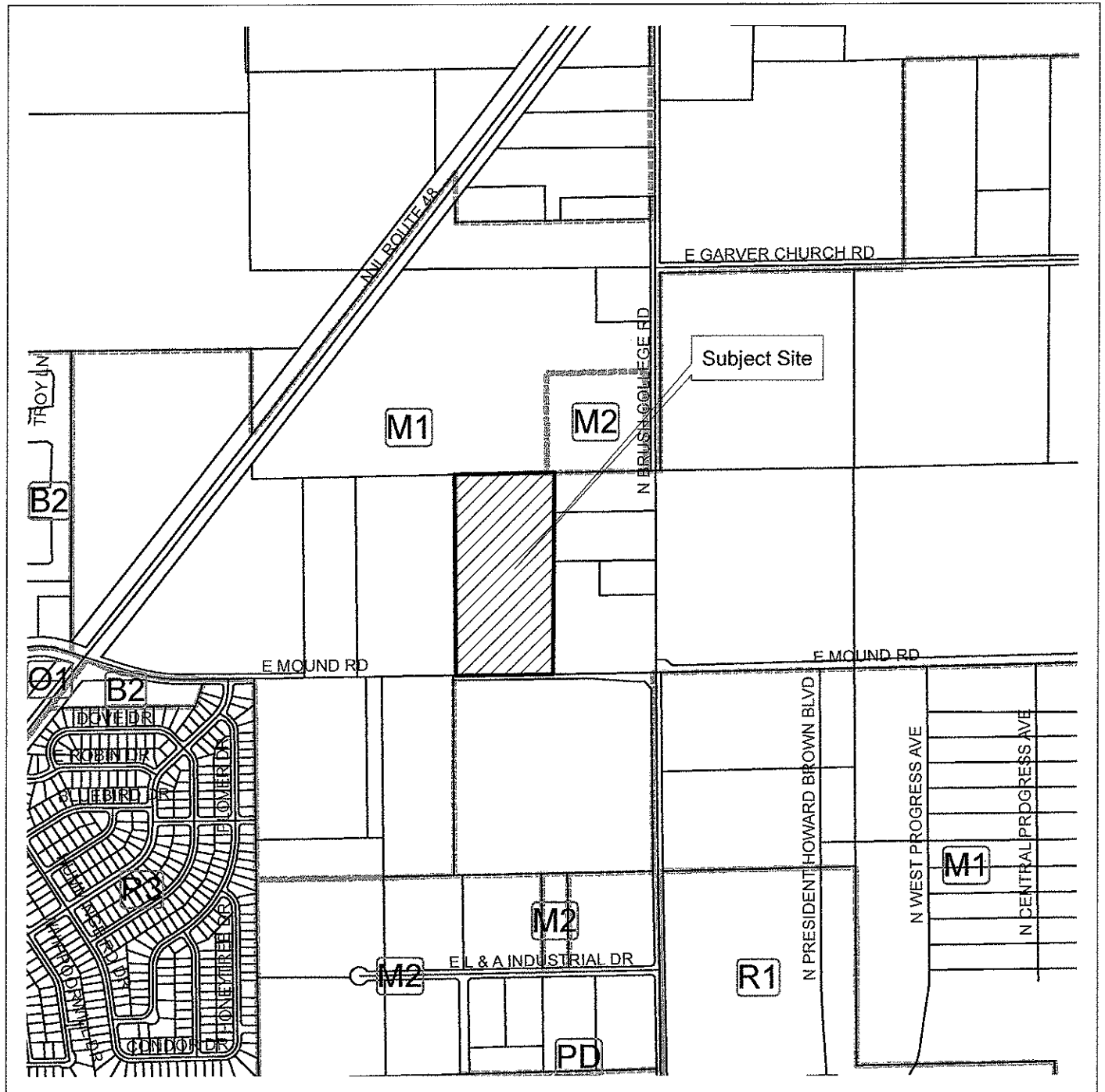
NOTES:	
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.	

Rev. 2 - 4/01

OFFICE USE ONLY	
Date Filed	
By	

Decatur City Plan Commission

3718 East Mound Road



Cal. No.: 16-37
Date: September 23, 2016
Petition of: Aramark Distribution Services, Inc.
Requested Action: Rezone to M-1 Intense
Commercial/Light Industrial District

0 500 1,000 2,000 Feet



Legend

- Decatur Roads
- subject site
- Decatur Parcel data
- Decatur Zoning

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: 3718 East Mound Road

GENERAL INFORMATION

Hearing Date September 23, 2016
Calendar No. 16-37
Property Location 3718 East Mound Road
Requested Action Rezone from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District
Petitioner Aramark Distribution Services, Inc.

LAND USE AND ZONING

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Agricultural	County M-1	Employment
North	Agricultural	M-1	Employment
South	Agricultural	County M-1	Employment
East	Industrial/Single Family Residence/Commercial	County M-1 and M-2	Employment
West	Industrial	M-1	Employment

BACKGROUND

1. The approximately 20 acre subject site is located at 3718 East Mound Road and is currently located outside the City limits.
2. A petition has been filed with the City to annex this agricultural site. If annexed to the City, the site will automatically be zoned R-1 Single Family Residence District per requirements of the Illinois Compiled Statutes and the City of Decatur Zoning Ordinance.

PROJECT DESCRIPTION

1. The petitioner proposes to rezone from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District that would allow for all those uses permitted in the M-1 District.

STAFF ANALYSIS

1. Rezoning the site from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District would not create any adverse effects on the adjacent properties or the City as a whole.
2. The surrounding zoning includes M-1 Intense Commercial to the north and west, Macon County M-1 to the south and east and Macon County M-2 to the east. The Macon County and Decatur

Comprehensive Plan shows this area as Employment. The permitted uses in the M-1 Intense Commercial/Light Industrial District are consistent with the intent of the Comprehensive Plan. The adjacent land uses and zoning districts are compatible with the permitted uses in the M-1 Intense Commercial/Light Industrial District.

STAFF RECOMMENDATION

1. Staff recommends approval of the rezoning.

PLAN COMMISSION ACTION

1. Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-37 to the City Council with a recommendation for approval is suggested.

The above report constitutes the testimony and recommendation of the Planning and Sustainability Division, Department of Planning and Building Services, City of Decatur.

Suzan Stickle
Senior Planner

ATTACHMENTS

1. Petition
2. Location Map

Excerpts from Plan Commission Meeting of September 23, 2016:

Cal. No. 16-37

Petition of ARAMARK DISTRIBUTION SERVICES, INC., to rezone property located at 3718 EAST MOUND ROAD from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District.

Ms. Suzy Stickle was sworn in by Mrs. Poland.

Ms. Stickle presented the recommendation of staff:

The approximately 20 acre subject site is located at 3718 East Mound Road and is currently located outside the City limits.

A petition has been filed with the City to annex this agricultural site. If annexed to the City, the site will automatically be zoned R-1 Single Family Residence District per requirements of the Illinois Compiled Statutes and the City of Decatur Zoning Ordinance.

The petitioner proposes to rezone from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District that would allow for all those uses permitted in the M-1 District.

Rezoning the site from R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District should not create any adverse effects on the adjacent properties or the City as a whole.

The surrounding zoning includes M-1 Intense Commercial to the north and west, Macon County M-1 to the south and east and Macon County M-2 to the east. The Macon County and Decatur Comprehensive Plan shows this area as Employment. The permitted uses in the M-1 Intense Commercial/Light Industrial District are consistent with the intent of the Comprehensive Plan. The adjacent land uses and zoning districts are compatible with the permitted uses in the M-1 Intense Commercial/Light Industrial District.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-37 to the City Council with a recommendation for approval is suggested.

Chairman Livingston asked if the adjacent properties were annexed into the City. Ms. Stickle said the properties to west are in the City limits and the properties to the east are still in the county.

Ms. Cindy Strohl, representative, was sworn in by Mrs. Poland.

Ms. Strohl stated Aramark has been located at 2394 Hubbard Avenue for approximately thirty-four (34) years. The current lease is not being renewed and they are proposing to build a new facility. This project will retain the current sixty-eight (68) employees along with hopes to expand and create more jobs in the City.

Mr. Bruce Frantz said he noticed the site was being picketed. Ms. Strohl said she was not aware of the situation and stated Aramark is a union facility with most of the staff being union. Mr. Frantz stated the Operating Engineers were being picketed. Ms. Strohl reiterated she was not aware of the situation.

There were no objectors present.

It was moved and seconded (Smith/Clevenger) to forward Calendar No. 16-37 to the City Council with a recommendation for approval. Motion carried 5-1 with Mr. Frantz voting no.

Public Works

DATE: 9/21/2016

MEMO: 2016-62

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director
Keith D. Alexander, Director for Water Management

SUBJECT: Resolution Authorizing a Permanent Easement tot he Sanitary District of Decatur for Spring Creek Pipe Bridge Replacement

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-62 and other related attachments for further details.

COPY: Sanitary District of Decatur

ATTACHMENTS:

Description	Type
Council Memo No. 2016-62	Cover Memo
Resolution Permanent Easement SDD	Resolution Letter
Attachment Perm Easement SDD	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2016-62**

DATE: September 21, 2016

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director
Keith D. Alexander, Director for Water Management

SUBJECT: Resolution to Approve the Execution of a Permanent Easement with the Sanitary District of Decatur

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution approving a permanent easement granted to the Sanitary District of Decatur and that the Mayor be authorized to execute the easement document, and the City Clerk to attest.

PRIOR COUNCIL ACTION:

There has been no prior Council action on this permanent easement.

BACKGROUND:

The Sanitary District of Decatur (SDD) is requesting an expansion of an existing easement located in the southwest corner of a City owned property, operated and maintained by the Water Management Department. The property is located northwest of intersection of South Monroe Street and South Side Drive and is used for lime sludge storage and supplemental water supplies. SDD is requesting an additional easement width of 22' for a length of 165' to the existing 20' wide easement to replace an existing sanitary sewer pipe bridge over Spring Creek. The existing pipe bridge has reached its useful life and is in need of replacement. The easement has been reviewed by staff and will not interfere with the current and future use of the property.

BUDGET/TIME IMPLICATIONS:

Budget Impact: None

Staff Impact: None

POTENTIAL OBJECTION: There are no known objections to this resolution.

INPUT FROM OTHER SOURCES: Sanitary District of Decatur

STAFF REFERENCE: Richard Marley, Public Works Director and Keith Alexander, Water Management Director. Richard Marley and Keith Alexander will be in attendance at the City Council meeting to answer any questions of the Council on this item.

Attach: 3

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING A PERMANENT EASEMENT
TO THE SANITARY DISTRICT OF DECATUR
FOR THE SPRING CREEK PIPE BRIDGE REPLACEMENT**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the permanent easement presented to the City Council herewith between the City of Decatur and the Sanitary District of Decatur for Spring Creek Pipe Bridge Replacement and it is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said permanent easement between the City of Decatur, Illinois and the Sanitary District of Decatur for the Spring Creek Pipe Bridge Replacement.

PRESENTED and ADOPTED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

EASEMENT AGREEMENT

WHEREAS, the City of Decatur, (hereafter "Owner") is the Owner of the real estate described as: All of Lot 4 lying South of the River of Video Place, a Subdivision in the City of Decatur, situated in the South half of the Northeast Quarter of Section 22 in Township 16 North, Range 2 East of the Third Principal Meridian in Macon County, Illinois, except for Decatur-Vulcan Addition Recorded in Book 1832, Page 848, Situated in Macon County, Illinois.

WHEREAS, the Sanitary District of Decatur (hereafter "SDD") has an existing easement on the real estate described and shown on Exhibit "A" and desires an easement on the real estate described and shown on Exhibit "A" referred to as 22' PERMANENT SANITARY SEWER EASEMENT.

WHEREAS, Owners and SDD wish to accept a new easement described in Exhibit "A" subject to the relocation of the existing SDD sewer line in the new easement; said relocation and all related construction activities must be performed to the sole satisfaction of SDD.

NOW, THEREFORE, Owner and SDD for and in consideration of the mutual agreements set forth herein and other good and valuable consideration set forth herein, mutually agrees as follows:

1. Owner grants and conveys to SDD, their successors, assigns and contractors and for their use an easement for a sewer pipe located on Exhibit "A" and referenced to as 22' PERMANENT SANITARY SEWER EASEMENT. In addition,
 - a. This easement grants all the rights and privileges to SDD which are necessary to construct and maintain a sewer line and all necessary sewer facilities. This Easement shall run with the land and be binding on all of the parties acquiring any interest in such property or lots covered hereby and all persons or entities claiming under them. The Owner further grants to SDD a temporary easement for construction, repairs and maintenance and/or rehabilitation of the sewer line or sewer facilities as shown on Exhibit "A".
 - b. No permanent building or structure shall ever be constructed by the Owner or its successors in interest, on said easement; provided however, the Owner and its successors may use said strip of land for driveway, parking area, growing crops, fence or lawn improvements, as long as such does not prohibit, damage or unreasonably interfere with the use and purposes of said easement, or access by SDD for its use and purposes.

- c. During periods of construction, maintenance or repairs, the SDD shall have the right of use of the temporary easement and the temporary being ten (10) feet as shown on Exhibit "A". Said temporary easement shall be in full force and effect at any time SDD needs to access the sewer line and/or sewer facilities for maintenance, repair and/or replacement of the sewer line and/or sewer facilities.
- d. The SDD shall have the right and obligation to restore the surface of that part of the property herein described used for construction purposes, to its original grade and to re-seed any disturbed areas which were used as lawns, pastures and greenways at the time of this easement.
- e. Any fence or other improvement not inconsistent with this easement which is located on the area covered by this easement, but which is moved or disturbed during construction shall be replaced, at the expense of the SDD.
- f. The SDD shall make reasonable effort to preserve any trees, shrubbery, or other items of landscaping during construction, but the SDD shall have the right to remove, without obligation to replace, trees and shrubbery within the area covered by the permanent and temporary easements where such removal is reasonably necessary to the economical construction, reconstruction, or repair of the sewer and for the access of equipment.
- g. Said sewer or sewers and all sewer facilities used or useful in connection therewith shall be installed and maintained at SDD's sole risk and expense, with due diligence and in a workman-like manner, and SDD shall indemnify and save Owner harmless from any loss, damage, or injury to person or property arising out of the SDD's operations hereunder, except such as may directly result from the negligence of Owner.
- h. The Owner or its successors in title shall have no right to connect to said sewer or sewers without the prior written consent of the SDD.
- i. Notwithstanding the description contained herein, the easements granted hereby shall only extend to so much of the property described herein as is actually owned by Owner on the execution date hereof. Further, the easements granted hereby are under and subject to any existing easement, right of way, reservation, restriction or other defect in the title either of record or, if not of record, visually discernable on Owner's property.
- j. This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, shall be deemed to exist.

IN WITNESS THEREOF, the parties have executed this Mutual Easement and Conveyance Agreement on the _____ day _____, of 2016 and each have agreed to be bound by the terms thereof.

SANITARY DISTRICT OF DECATUR,
Corporation,

BY: _____
Name: _____
Title: _____

City of Decatur,

BY: _____
Name: _____
Title: _____

Signed and sworn to before me this _____ day of _____, 2016

Notary Public

STATE OF ILLINOIS)
)
COUNTY OF MACON) SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that they signed; sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth, including the release and waiver of homestead.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2016.

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF MACON)

 This instrument was acknowledged before me on _____
2016, by _____, an Illinois Municipal Corporation.

Notary Public

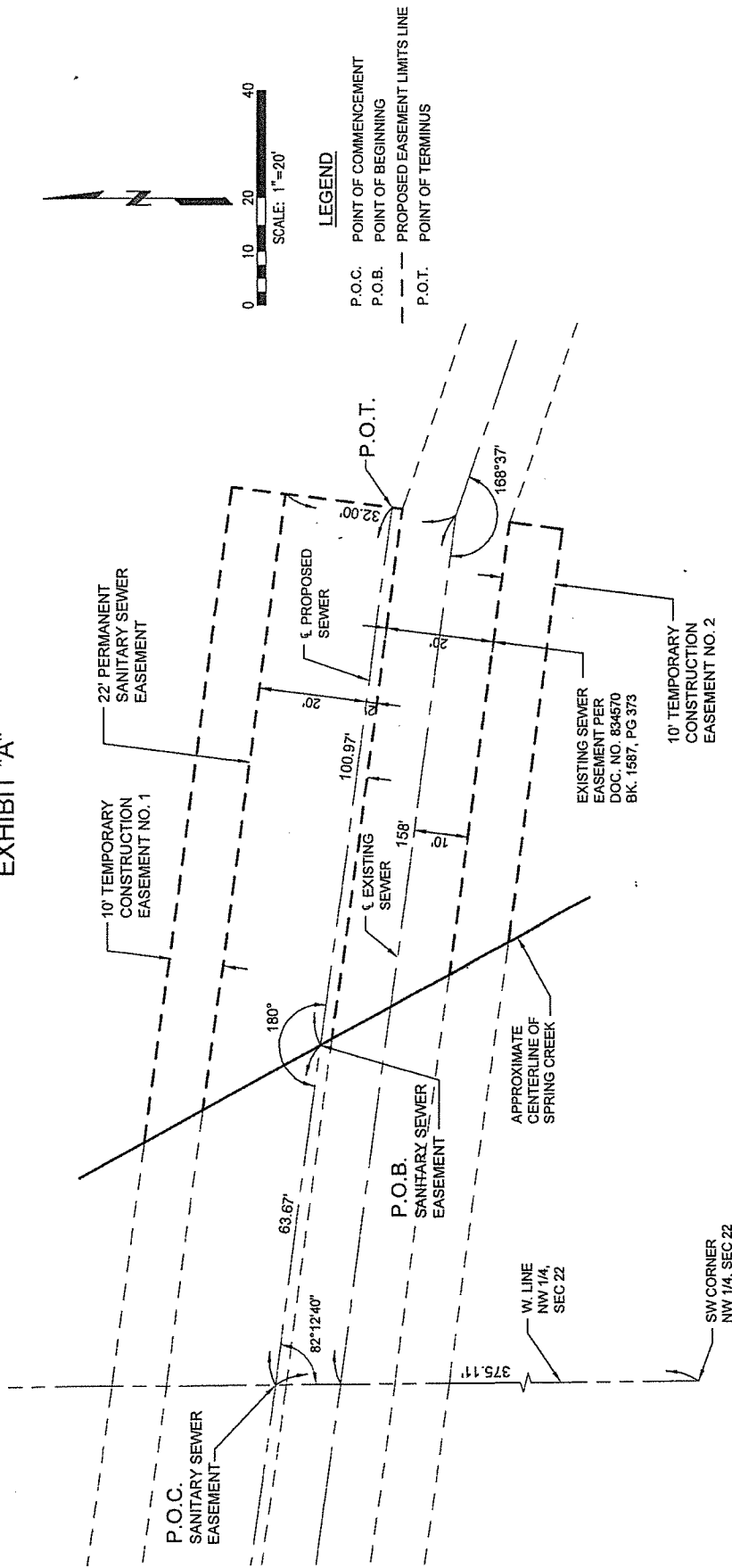
This Document Prepared by:

Farnsworth Group, Inc.
132 South Water Street Suite 447
Decatur, IL 62523

Return Document to:

Sanitary District of Decatur
501 Dipper Lane
Decatur, IL 62522

EXHIBIT "A"



OWNER: CITY OF DECATUR

Sanitary District of Decatur
Decatur, Illinois

SANITARY SEWER EASEMENT

Project No: 0151634.00
Book No: 3194
Drawn by: NDI
Reviewed: BAB
Date: 8-2-16

1 of 2

Farnsworth
GROUP

2709 McGRAW HILL
BLOOMINGTON, ILLINOIS 61704
(807) 663-8433 / info@f-g.com

8-S-3075

EXHIBIT "A"

Owners: City of Decatur

Description of Property:

All of Lot 4 lying South of the River of Video Place, a Subdivision in the City of Decatur, situated in the South half of the Northeast Quarter of Section 22 in Township 16 North, Range 2 East of the Third Principal Meridian in Macon County, Illinois, except that portion of said Lot 4 lying west of Spring Creek and also except Decatur-Vulcan Addition Recorded in Book 1832, Page 848, Situated in Macon County, Illinois.

Description of Proposed Sewer Easement:

A strip of land lying east of the centerline of Spring Creek, 22 feet in width, being 2 feet in width on the South Side and 20 feet in width on the North Side of the following described Proposed Sewer centerline in the Northwest Quarter of Section 22, Township 16 North, Range 2 East of the Third Principal Meridian, in the City of Decatur, Macon County, Illinois. Said Proposed Sewer centerline being more particularly described as follows: Commencing at a point on the West Line of said Northwest Quarter being 375.11 feet north of the Southwest Corner of said Northwest Quarter, thence southeasterly 63.67 feet along a line which forms an angle of 82°-12'-40" as measured from south to east with said West Line to the Point of Beginning. From said Point of Beginning, thence continuing southeasterly 100.97 feet along a line which forms an angle to the right of 180°-00'-00" with the last described course to the Point of Terminus. Said easement is to be north of and adjacent to the North Line of a Permanent Sewer Easement granted to the Sanitary District of Decatur recorded May 23, 1967 in Book 1587, Page 373 as Document No. 834570 in the Macon County Recorder's Office, Decatur, Illinois.

Temporary Construction Easements:

A strip of land 10 feet in width lying north of and adjacent to the following described property:

A strip of land lying east of the centerline of Spring Creek, 22 feet in width, being 2 feet in width on the South Side and 20 feet in width on the North Side of the following described centerline in the Northwest Quarter of Section 22, Township 16 North, Range 2 East of the Third Principal Meridian, in the City of Decatur, Macon County, Illinois. Said centerline being more particularly described as follows: Commencing at a point on the West Line of said Northwest Quarter being 375.11 feet north of the Southwest Corner of said Northwest Quarter, thence southeasterly 63.67 feet along a line which forms an angle of 82°-12'-40" as measured from south to east with said West Line to the Point of Beginning. From said Point of Beginning, thence continuing southeasterly 100.97 feet along a line which forms an angle to the left of 180°-00'-00" with the last described course to the Point of Terminus. Said easement is to be north of and adjacent to the North Line of a Permanent Sewer Easement granted to the Sanitary District of Decatur recorded May 23, 1967 in Book 1587, Page 373 as Document No. 834570 in the Macon County Recorder's Office, Decatur, Illinois.

AND
Also a strip of land 10 feet in width lying south of and adjacent to the South Line of a Permanent Sewer Easement granted to the Sanitary District of Decatur recorded May 23, 1967 in Book 1587, Page 373 as Document No. 834570 in the Macon County Recorder's Office, Decatur, Illinois, bounded on the West by the centerline of Spring Creek and bounded on the east by the southerly extension of the East Line of said Proposed Sewer Easement.

OWNER: CITY OF DECATUR

Farnsworth
GROUP
2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(807) 682-8435 / info@f-g.com

Sanitary District of Decatur
Decatur, Illinois

SANITARY SEWER EASEMENT

Project No: 0151634.00
Book No: 3194
Drawn by: NDH
Reviewed by: CAS
Date: 8-1-18

2 of 2

8-S-3075

Public Works

DATE: 9/23/2016

MEMO: 2016-64

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, Public Works Director
Deborah M. Perry, Purchasing Supervisor

SUBJECT: Resolution Accepting the Bid of Jackson Ford, Inc., Decatur, IL, for the Purchase of One (1) 2017 Ford F-250 Pick-Up with Snow Plow

SUMMARY RECOMMENDATION: Staff recommends awarding a contract in the amount of \$31,496.00 to Jackson Ford, Inc., Decatur, IL to furnish one (1) 2017 Ford F-250, heavy duty 3/4 ton pick-up truck with snow plow.

BACKGROUND:

The Public Works Traffic Section is replacing one (1) 2001 Ford Escape, due to the age and condition. The normal life expectancy is ten (10) years.

The new Ford F-250 will be assigned to the Traffic Section Foreman. This vehicle will better serve the Traffic Department for snow removal, occasional transportation of supplies and equipment and for use by supervisory personnel to monitor activities of section employees and respond to service request by citizens.

The replacement vehicle is estimated to be delivered in 120 days.

The Public Works Traffic Section requested a vehicle with specific features:

- 3/4 ton four-wheel drive pick-up truck
- 7'6" snow plow.

PRIOR COUNCIL ACTION:

May 16, 2016-Resolution accepting the bid of Bob Brady Auto Mall, Decatur, IL, for the purchase of one (1) 2016 Dodge Ram 2500, heavy duty 3/4 ton pick-up truck with snow plow for \$32,537.27. Council rejected bid #2016-06 to allow rebidding due to an attached letter from Bob Ridings, Decatur, IL, which gave a price dead line that expired prior to council meeting.

OTHER BIDDERS: Thirteen (13) bid proposals were sent out with four (4) bids returned.

DISPOSAL OF REPLACED UNIT: The old unit has been sold at auction.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Fleet Maintenance wrote the bid specifications based on Traffic Section requirements.

STAFF REFERENCE: Richard G. Marley, Public Works Director, Rennie A. Young, Fleet Supervisor. Richard G. Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Funding for the expenditure is available in the FY2016 Budget.

ATTACHMENTS:

Description	Type
2016-64 Resolution	Resolution Letter
2016-64 Bid Tab	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID OF
JACKSON FORD, INC., DECATUR, IL FOR THE PURCHASE OF ONE (1) 2017
FORD F-250 PICK-UP WITH SNOW PLOW**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the tabulation of the bid received for furnishing one (1) 2017 Ford F-250 Pick-Up with Snow Plow, Bid No. 2016-06R presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the bid of Jackson Ford, Inc., in the amount of \$31,496.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and she is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Jackson Ford, Inc., for their bid price of \$31,496.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk

Project Name: Heavy Duty 3/4 ton Pickup Truck with Plow Project Number: 2016-06R Bid Date: September 13, 2016 Time: 10:00 a.m.				Jackson Ford, Inc. Decatur, IL		Jackson Ford, Inc. Decatur, IL		Bob Ridings, Inc. Decatur, IL		Bob Brady Auto Mall Decatur, IL	
	Description	QTY.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	Heavy Duty 3/4 ton Pickup Truck with Plow			Ford		Ford		Ford		Ram	
				F-250/2017		F250/2017		F250 Reg Cab		2500 Reg Cab	
					\$31,496.00		\$32,276.00		\$32,995.00		\$33,121.27
						ALTERNATE					
						BID					
TOTAL					\$31,496.00		\$32,276.00		\$32,995.00		\$33,121.27

Public Works

DATE: 9/22/2016

MEMO: 2016-61

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Culy Contracting, Inc. for 2016 Manhole Rehabilitation Project, City Project 2016-32

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-61 and other related attachments for City Project 2016-32.

COPY:

cc: Culy Contracting, Inc.
Front Range Environmental, LLC
Visu-Sewer, Inc.
Michels Pipe Services
National Power Rodding Corp.

ATTACHMENTS:

Description	Type
Council Memorandum No. 2016-61	Cover Memo
Resolution Culy Contracting, Inc.	Resolution Letter
Contract Pages Culy Contracting, Inc.	Backup Material
Council Bid Tab for CP 2016-32	Backup Material

**Public Works Memorandum
NO. 2016-61**

DATE: September 22, 2016

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Resolution to Accept Bid and Authorize the Execution of a Contract with Culy Contracting, Inc. for 2016 Manhole Rehabilitation Project, City Project 2016-32

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution approving a contract in the amount of \$161,023 for the 2016 Manhole Rehabilitation Project, City Project 2016-32, with Culy Contracting, Inc. as the lowest qualified and responsible bidder, and that the Mayor be authorized to execute the contract and the City Clerk to attest.

PRIOR COUNCIL ACTION:

The City Council approved the FY 2016 Budget which allocated funds for this project. This is a yearly major maintenance project for the City.

BACKGROUND:

Sanitary Sewer Priorities

Under the direction of the City Council, the Public Works Department has established four priorities to improve the City's sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

- 1. Critical Large Diameter Sewer Rehabilitation.**
- 2. Sanitary Sewer Overflows Due to Inflow and Infiltration.**
- 3. System Operation and Maintenance**
- 4. Small Diameter Sewer Rehabilitation**

The 2016 Manhole Rehabilitation Project primarily addresses priority number 4 by repairing deteriorated sanitary manholes. Secondly, the lining work also addresses priorities 2 and 3 by decreasing the amount of ground water infiltration into the system and reducing the operation and maintenance costs in the system.

2016 Manhole Rehabilitation Project

The City has over 7,400 manholes within its sanitary sewer collection system. The manholes provide access for maintenance. The two predominant materials used for construction are brick and precast concrete.

The 2016 Manhole Rehabilitation Project is to repair structural deficiencies that have been identified with a minimum disruption to service, disturbance to the surface, and budget impact. Structural deficiencies within manholes include missing grout and bricks, broken or missing concrete, voids/holes with soil visible and inflow & infiltration. The project locations were identified from the manhole inspection program conducted in the City's sanitary sewer system.

The manhole rehabilitation process involves the application of a sprayable grout called "gunite" specially formulated for the reconstruction of manholes. The liner is installed at a designed strength and thickness for the diameter and surface loading at the manhole to provide full structural rehabilitation. Prior to the application of the gunite the manhole is power washed, and all voids and active infiltration is plugged. The gunite process takes a fraction of the time, disturbance, and cost of replacing the manhole.

The 2016 Manhole Rehabilitation Project will line approximately 950 Vertical Linear Feet (VLF) at 108 locations. The work also includes cleaning, liner testing, and traffic control.

Project Bid Review

The project plans and specifications were prepared by Engineering Division staff. The project was advertised August 29, 2016 and bids were opened on Thursday, September 22, 2016. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (-Under)</u>
Culy Contracting, Inc.	\$161,023.00	(22.57%)
Front Range Environmental, LLC	\$172,617.00	(16.99%)
Visu-Sewer, Inc.	\$294,942.00	41.83%
Michels Pipe Services, A Division of Michels Corporation	\$309,179.00	48.68%
National Power Rodding Corporation	\$463,900.00	188.10%
Engineer's Estimate	\$207,950.00	-----

Eight contractors took out bid packets for the 2016 Manhole Rehabilitation Project and five contractors turned in proposals for the project. Culy Contracting, Inc. provided the lowest, qualified bid at 22.57% below the engineer's estimate. Culy Contracting, Inc. is a women business enterprise (WBE) located in Winchester, Indiana. Culy has not completed work for the City in the past but has completed similar manhole rehabilitation projects for Fort Wayne, IN, Columbus, OH, Mascoutah, IL, Knoxville, TN and many other cities within the Midwest.

The 2016 Manhole Rehabilitation project will adhere to the prevailing wage requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Culy Contracting, Inc., to perform the 2016 Manhole Rehabilitation Project.

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts."

Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not required for a City project. Culy Contracting, Inc. will be performing all of the work for this project and will not be using any subcontractors but will adhere to the requirement that 18% of total hours worked be performed by minority workers.

POTENTIAL OBJECTION:

There are no known objections to this resolution and bid award.

SCHEDULE: The project will begin in October and is to be completed June 1, 2017.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Sewer Fund. The recommended low bid amount is \$161,023. The Sewer Fund is supported by sanitary sewer user fees.

Staff Impact: Staff time has been allocated to provide oversight for this project.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Richard Marley, Public Works Director, and Paul Caswell, Assistant City Engineer. Richard Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item.

This memorandum was prepared by Paul Caswell, P.E., Assistant City Engineer.

Attach: 3

cc: Culy Contracting, Inc.
Front Range Environmental, LLC
Visu-Sewer, Inc.
Michels Pipe Services
National Power Rodding Corporation

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH
CULY CONTRACTING, INC. FOR
2016 MANHOLE REHABILITATION PROJECT
CITY PROJECT 2016-32**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the tabulation of bids received for City Project 2016-32, 2016 Manhole Rehabilitation Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Culy Contracting, Inc., in the amount of \$161,023 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Culy Contracting, Inc.

PRESENTED and ADOPTED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of October, 2016, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Culy Contracting, Inc., hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2016 MANHOLE REHABILITATION PROJECT", CITY PROJECT 2016-32**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is December 23, 2016.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Addenda #1, Dated 9/19/2016
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond

General Conditions
Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Supplemental Specifications
Appendix(s)

CONTRACT

The above named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

CULY CONTRACTING, INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT

Project Name: 2016 Manhole Rehabilitation Project Project Number: 2016-32 Bid Date: Thursday, September 22, 2016 Time: 10:30 A.M. Fund: Sewer Fund Organization Code: 79487906 Object Code: 489030				Engineer's Estimate City Engineering Division		Culy Contracting, Inc. 5 Industrial Park Drive Winchester, IN 47394 Doreen M. Culy, Pres. Ben Price benp@culycontracting.com PH: 765-584-8509 Fax: 765-584-8060		Front Range Environmental, LLC 2110 Wright Road McHenry, IL 60050 William Heffernan, Pres. Bill Heffernan nan@frontrangeenvironmental.com PH: 815-455-1042 Fax: None Listed		Visu-Sewer of Illinois, LLC W230 N4855 Betker Dr. Pewaukee, WI 53072 Keith M. Alexander, Pres. John E. Nelson visu-info@visu-sewer.com PH: 262-695-2340 Fax: 262-695-2359		Michels Pipe Services A Division of Michels Corporation 817 W. Main St Brownsville, WI 53006 David Rosenberg, Sr. Mgr. Kelsey Schultz kschultz@michels.us PH: 920-924-4300 Fax: 920-924-4323		National Power Rodding Corporation 2500 W Arthington St Chicago, IL 60612 William T. Kreidler, Pres. Reid Ruprecht ce@nationalpowerrodding.com PH: 312-666-7700 Fax: 312-666-0748	
Item No.	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CEMENTITIOUS LINER, 1" THICK	956	V.L.F.	\$150.00	\$143,400.00	\$138.00	\$131,928.00	\$132.00	\$126,192.00	\$257.00	\$245,692.00	\$248.00	\$237,088.00	\$400.00	\$382,400.00
2	SAMPLE MATERIAL TESTING	10	EACH	\$500.00	\$5,000.00	\$175.00	\$1,750.00	\$100.00	\$1,000.00	\$100.00	\$1,000.00	\$158.00	\$1,580.00	\$500.00	\$5,000.00
3	VACUUM TEST	113	EACH	\$350.00	\$39,550.00	\$65.00	\$7,345.00	\$225.00	\$25,425.00	\$250.00	\$28,250.00	\$447.00	\$50,511.00	\$500.00	\$56,500.00
4	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	LSUM	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
	TOTAL BIDS (AS CORRECTED)				\$207,950.00		\$161,023.00		\$172,617.00		\$294,942.00		\$309,179.00		\$463,900.00
	Percent Over Under ENGINEER'S ESTIMATE						-22.57%		-16.99%		41.83%		48.68%		188.10%



Matthew C. Newell, P.E., City Engineer

9-23-16

Date

Public Works

DATE: 9/23/2016

MEMO: 2016-63

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Resolution authorizing a professional engineering services agreement with AECOM Technical Services, Inc. to perform bridge inspections and prepare preliminary bridge condition reports.

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2016-63 and other related attachments for further details.

COPY: Keith Bunting, AECOM Technical Services, Inc.

ATTACHMENTS:

Description	Type
Council Memo No. 2016-63 AECOM	Cover Memo
Resolution	Resolution Letter
AECOM Agreement Bridge Inspections	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2016-63**

DATE: September 23, 2016

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Agreement with AECOM Technical Services, Inc., to Perform Bridge Inspections, City Project 2016-06

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following items:

1. Resolution authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform bridge inspections and prepare preliminary bridge condition reports for a fee of \$77,803.80.
2. Resolution appropriating \$77,803.80 in Motor Fuel Tax (MFT) funds to pay for the agreement with AECOM to perform bridge inspections and prepare preliminary bridge condition reports for the subject bridges.

PRIOR COUNCIL ACTION:

June 20, 2016 – The City Council was given a memorandum detailing the condition and status of the City's bridges that fall within the jurisdiction of the National Bridge Inspection Standards (NBIS). This memorandum identified bridges with structural concerns:

Mound Road / Spring Creek (East) Bridge (Currently under construction)
Mound Road / Spring Creek (West) Bridge
Mound Road / Spring Creek (Middle) Bridge
Center Street / Stevens Creek Bridge
Meadowlark Bridge
Taylor Road Bridge
Grove Road Bridge
Garfield Avenue Bridge / Illinois Central Railroad Yard
Garfield Avenue / 22nd Street Bridge
Country Club / Lake Decatur Bridge

BACKGROUND:

On July 6, 2016, the Public Works Department issued a request for proposals and qualifications from area engineering firms to perform NBIS inspections and complete condition reviews of the following bridges:

Mound Road / Spring Creek (West) Bridge
Mound Road / Spring Creek (Middle) Bridge
Taylor Road Bridge
Garfield Avenue Bridge / Illinois Central Railroad Yard
Garfield Avenue / 22nd Street Bridge
Country Club / Lake Decatur Bridge

These bridges were identified based on the routine bridge inspections conducted by City staff. The inspections noted various structural deficiencies that would benefit from being reviewed by a structural engineer, which the City does not have on staff. Structural concerns that go unaddressed may eventually result in a bridge being posted with a load reduction that may detour trucks and school buses around the posted bridge. It is important that structural concerns be identified clearly and addressed before they further deteriorate.

Five firms responded to the City's request and submitted formal proposals and statements of qualifications. Public Works Department staff reviewed the proposals and recommends AECOM as the firm best able to serve the City in performing the requested inspections and preparing a preliminary bridge condition report for each structure. The preliminary bridge condition report (BCR) will clearly document the bridge's structural deficiencies and recommend project scope along with a schedule for future work. AECOM is a national firm with a local office in the City. They have completed several bridge inspections and bridge design projects for the City.

Engineering Services Agreement

The NBIS requirements, sets dates for each regulated bridge inspection throughout the nation. The bridges to be inspected under this agreement have due dates ranging from December of this year to October of 2017. The scope of services for the bridge inspection project includes:

1. Mobilize to each bridge prior to the required inspection date and perform an in-depth NBIS bridge inspection. An in-depth inspection requires the engineer to be within an "arms length" of the items being inspected.
2. Perform a special ultra-sonic test of the pin and link connections in the Garfield Avenue / 22nd Street Bridge.
3. Prepare the required NBIS inspection documents for submittal to the Illinois Department of Transportation.
4. Prepare preliminary Bridge Condition Reports for each bridge, documenting all structural damage; provide an estimate for repairs, and a recommended priority schedule for repair work.

The proposed fee is \$77,803.80, which will be paid from the State Motor Fuel Tax Fund.

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: AECOM Technical Services, Inc.

STAFF REFERENCE: Richard Marley, Public Works Director and Matt Newell, City Engineer. Richard Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item.

SCHEDULE: DESIGN AND CONSTRUCTION:

The first bridge inspections due are for the two Garfield Avenue bridges to be completed by December 2016. The remaining inspections are to be completed prior to October 2017.

BUDGET IMPLICATIONS:

Budget Impact: The proposed engineering services agreement with AECOM is for a total not to exceed cost of \$77,803.80. Funding for this project is allocated in the State Motor Fuel Tax Fund.

Funding for future bridge work is unknown at this time. Funding will need to be identified once the bridge inspections are completed and the necessary work is identified.

Staffing Impact: Staff time is allocated to manage and review the specified bridge inspections.

This memorandum was prepared by Matthew C. Newell, P.E., City Engineer.

Attach: 4

cc: Keith Benting, AECOM

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING
SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC.
TO PERFORM BRIDGE INSPECTIONS AND
PREPARE PRELIMINARY BRIDGE CONDITION REPORTS
CITY PROJECT 2016-06**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DECATUR,
ILLINOIS:**

Section 1. That the Agreement authorizing the professional engineering services to perform bridge inspections and prepare preliminary bridge condition reports, City Project 2016-06, presented to the Council herewith between the City of Decatur and AECOM Technical Services, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Professional Engineering Services Agreement between the City of Decatur, Illinois and AECOM Technical Services, Inc., for a fee of \$77,803.80.

PRESENTED and ADOPTED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

This Agreement ("Agreement") is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation ("City"), and:

AECOM Technical Services, Inc.

("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional engineering services obtained by the City under this Agreement concern the Project ("Project") as set forth in the attached as Exhibit "A", incorporated herein by reference and made a part of this Agreement hereof:

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND CHANGE ORDERS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

The Consulting Engineer expressly acknowledges, recognizes and agrees that the only authority to approve change orders to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

1. City's Requirements. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
2. Advise Regarding Additional Data. Advise the City's Representative as to the necessity of the City's providing or obtaining from others data or services of the types described in Section V(C) in order to evaluate or complete the Project, and act as the City's representative in connection with any such services.
3. Technical Analysis. Provide analysis of the City's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.
4. Economic Analysis. Provide a general economic analysis of the City's requirements applicable to various alternatives in accordance with economic parameters and assumptions provided by the City's Representative.
5. Report Preparation. Prepare a report ("Study Report") containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to the City of Decatur. The Study Report shall also set forth the Consulting Engineer's findings and recommendations with opinions of probable costs for the Project, including construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges (all of which are hereinafter called "Project Costs"). Specific requirements for the Study Report are included in Exhibit A, Scope of Services.
6. Report Presentation. Furnish paper copies and digital copies of the Study Report in the number and format specified in Exhibit A, Scope of Work, and present and review the Study Report in person with the City as the City's Representative shall direct. The cost of reproduction of the Study Report shall be considered a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
7. Completion Time. The Study Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.

- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Consulting Engineer by the City on extensions of this Project or any other project without written permission of the Consulting Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Consulting Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.

- f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

- 1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
- 2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.

3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
 4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

The City shall indemnify and save harmless the Consulting Engineer, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Consulting Engineer and including reasonable attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

- K. **COPYRIGHT ASSIGNMENT.** The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. **NO BID RIGGING, BID ROTATION.** The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. **NO DELINQUENT TAXES.** The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. **DRUG FREE WORKPLACE.** The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. **SEVERABILITY.** If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. **BASIS OF BILLING.** City shall pay the Consulting Engineer for all services rendered under Section II an amount based on Direct Labor Costs times 2.70 for services rendered by principals and employees assigned to the Project.

Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.

- B. **SUBCONSULTANT.** The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.05.

- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

If the Consulting Engineer's vehicles are used on the project, the City shall pay the Consulting Engineer the current Internal Revenue Service standard mileage rate per mile for use of the vehicle.

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.

- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

This Agreement is made between the City and the Consulting Engineer entered into on the last date written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2015

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: Kerr W. Bentley

**Detailed Scope of Services
City of Decatur 2016 – 2017 Bridge Inspections**

This scope of services was developed based on the City of Decatur's Request for Qualifications and Proposals dated July 6, 2016.

Perform bridge inspections to be conducted by an engineer or technician with a minimum of Team Leader certification and conforming to the requirements of the National Bridge Inspection Standards (NBIS) and the requirements of the Illinois Department of Transportation. Inspection services will include providing equipment and qualified staff to perform the following inspections:

Prior to December 1, 2016

- *Garfield Avenue Bridge over the Illinois Central Rail Road: 058-6000, In-depth Inspection*
- *Garfield Avenue Bridge over 22nd Street (IL 121): 058-6001, In-depth Inspection*
- *Garfield Avenue Bridge over 22nd Street: Pin & Link Special Feature Inspection*

Between June 1 and August 1, 2017

- *Mound Road / Spring Creek (West) Bridge: 058-3035, In-depth Inspection*
- *Mound Road / Spring Creek (Middle) Bridge: 058-3036, In-depth Inspection*

Between August 1 and October 1, 2017

- *Taylor Road / Ward Branch Bridge: 058-6002, In-depth Inspection*
- *Country Club Road / Lake Decatur Bridge: 058-3060, In-depth Inspection*

The work will include the preparation of the necessary bridge inspection reports conforming to IDOT requirements; securing the necessary permits from IDOT and the ICRR, as necessary, sufficient to allow in-depth inspections to be performed. A report will be prepared for each structure detailing recommended repairs. The report shall be of sufficient scope to serve as a basis for future design projects.

Bridge Condition Reports

A Bridge Condition Report will be prepared for each structure. Bridge Condition Reports provide a format for the City to develop and document a proposed scope of work for a structure. The reports are submitted to the Bureau of Bridges & Structures (BB&S) for review and approval. Two main report formats have are used; the Bridge Condition Report (BCR) and Abbreviated Bridge Condition Report. A BCR is typically required for projects where significant work is planned for a structure. The Abbreviated BCR is intended for projects where only minor work is anticipated.

Bridge Inspection Process

The level of field inspection required for a structure is dependent on several factors. Structures being inspected to produce a report outlining the scope of work for a bridge in an upcoming project will generally require more effort than an inspection to meet the periodic mandated safety inspection requirements. Another factor affecting the effort is the current condition of the structure. A structure in poor condition will usually require more effort than one in good condition.

All inspections will be completed in accordance with the procedures and terminology outlined in: the Bridge Inspectors Reference Manual (BIRM), Federal Highway Administration (FHWA latest edition); the Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges (FHWA latest edition); the Illinois Department of Transportation (IDOT) Structural Information and Procedures Manual; Section 3.3 of the IDOT Structural Services Manual; Section II of the IDOT Manual for Bridge Condition Report Procedures & Practices; IDOT Memorandum No. 04-13 Inspection of PPC Deck Beams and other applicable and approved procedures and methods as noted in the applicable FHWA and IDOT memoranda.

Bridge inspection activity and report filing will be coordinated with the City of Decatur and the Illinois Department of Transportation.

Preparation for In-Depth and Special Feature Inspections

Prior to performing the in-depth and special feature inspections, the following tasks will be performed:

1. Review the Routine Inspection and Inventory Forms BBS-BIR & S-105 which will be downloaded from the Illinois Department of Transportation web site.
2. Obtain the Master Structure Report (S-107) for the structures to be inspected from the Illinois Department of Transportation web site.
3. Obtain and review existing drawings of the structures to be inspected. Note any previous rehabilitation work.
4. Prepare sketch plans of the top and bottom of the deck, abutments, piers and other structural elements as necessary to allow proper documentation of the location and description of significant distress features.
5. Prepare an inspection checklist for each structure based on the IDOT BCR Practices and Procedures Manual.
6. Prepare a list of equipment needed to complete the inspection. Consider how each element of the bridge to be inspected will be accessed and determine if special

Exhibit A

equipment and traffic control will be required. Traffic control needs will be coordinated with the City of Decatur.

In-Depth Bridge Inspections

In-depth bridge inspections will be performed in accordance with Section 3 of the IDOT Structural Services Manual and Section II of the IDOT Manual for Bridge Condition Report Procedures & Practices. An inspection checklist will be prepared for each structure. Work will include the following activities:

1. Coordinate the delivery of any special equipment, if necessary.
2. Coordinate / set-up traffic control, if required.
3. Inspect the bottom of the deck.
4. Inspect the top of the deck along with the parapet/railing.
5. Inspect transverse and longitudinal deck joints.
6. Inspect beams and girders.
7. Inspect bearings.
8. Inspect abutments.
9. Inspect piers.
10. Inspect other items as appropriate:
 - a. presence and extent of scour or erosion at the site
 - b. presence, types and condition of utilities on or near the structure
 - c. condition of the slope protection system

Document Inspection Results

Proper documentation of the inspection results is critical to producing a good Bridge Condition Report and to determine the appropriate scope of work. Documentation will include the following:

1. Adequate high quality color photographs will be taken of the structure to convey the current condition and to corroborate the recommended scope of work in the BCR. Photos of distressed areas, areas of concern and areas depicting the general overall condition of the structure will be taken during the inspection.
2. Detailed top and bottom of deck survey plans will be developed based on the inspection sketches. These surveys are critical to estimating the condition of the deck and determining whether or not it is economical to repair.
3. Detailed substructure survey plans will be prepared based on the inspection sketches. These surveys are critical in estimating the condition of the substructure and whether or not it is economical to reuse.

Exhibit A

4. If significant section loss is detected on main load carrying elements, the thickness and length/area of the section loss will be measured along with the distance from a known point to the location of the section loss. Photos will also be taken of the damaged area.
5. If significant concrete cracks are detected in structural members, the length of the crack will be measured along with the width of the crack at identified points. The distance from a known point to the location of the crack will also be measured and photos will be taken of the area.
6. If it is suspected that substructure units have rotated or moved significantly since construction, measurements will be taken to document plumbness of the walls and the degree of rotation or movement of the bearings at the unit. The location of the area will be measured relative to a known point and photos will be taken of the area.

Bridge Analysis and Scope of Work Selection

This process determines the appropriate scope of work for a structure within the framework of the project being considered. It considers information about the bridge and surrounding area such as the results of the inspection (current condition), geometric/hydraulic requirements, load capacity, construction feasibility, economics and exterior constraints when making this decision. Scope of work definitions may be any of the following:

1. Bridge Replacement: Replacement of the entire bridge.
2. Bridge Reconstruction: At a minimum a complete replacement of the superstructure and may include work on the substructure and foundation.
3. Bridge Rehabilitation: Repair or replacement work on one or more of the major and/or minor components of a bridge (i.e., deck replacement, super/substructure widening, bridge rail retrofit/replacement, transverse or longitudinal joint work, beam repairs and substructure repairs).
4. Bridge Deck Repair: The existing bridge deck is structurally adequate, but deck repairs are required and an overlay may be necessary to improve the rideability and maintain the integrity of the deck. Additional repairs to the superstructure and/or substructure may be included with this work. This is considered a special type of "bridge rehabilitation".
5. Bridge to Remain in Place. The bridge is structurally sound, has adequate load capacity and meets the minimum width/clearance/geometric criteria to remain in place without work.

Exhibit A

The bridge analysis process requires evaluation of the various aspects and components of the bridge to determine if they are suitable for reuse or repair. Once the analysis is complete, the results will be reviewed in whole and the appropriate scope of work will be selected.

The evaluations required for a typical bridge during the analysis process generally include:

1. Geometric & Hydraulic Capacity
2. Deck
3. Superstructure (other than deck)
4. Substructure
5. Miscellaneous Checks
6. Stage Construction Feasibility
7. Economics

The scope of work and fee estimate does not include a hydraulic capacity analysis, a detailed structural analysis or the coring of the superstructures. If it is determined that these tasks need to be performed, AECOM will coordinate with the City of Decatur.

Once the evaluations of the various geometric, hydraulic, physical and structural aspects of the structure are finished, an economic evaluation will be completed. The economic evaluation will estimate the initial construction cost for the various scope of work alternatives being considered for the project. The estimates will reflect the findings of the other evaluations completed regarding need for repair, rehabilitation and reconstruction of any structure elements being considered for reuse. To be considered for reuse an element must be in good or economically repairable condition with adequate structural capacity. The element must also have sufficient remaining service life after the project is complete to last as long as the other major elements of the structure without requiring an unreasonable amount of maintenance. Aesthetic appearance may also be considered when warranted.

In some instances an economic analysis regarding reuse of existing structure components may not be necessary. Examples of these cases are structures whose physical condition is obviously beyond economical repair, a major roadway geometry change causing the structure to be relocated or unacceptable hydraulic or structural capacity factors. In these instances the reason for not completing an economic analysis will be well documented in the Bridge Condition Report.

Cost estimates will be prepared based on initial construction cost to complete the work using itemized costs. The itemized cost estimates will generally include all significant pay items necessary to complete the proposed work to include the following:

- Structure pay items to include structure repairs
- Staging & Traffic Control related to the structure
- Profile revisions necessary for structure related issues such as clearances

Exhibit A

The scope of work selection is the final step in the bridge analysis process. It requires a review of the critical factors surrounding the structure and project. These factors can be separated into the following categories:

1. Structure Condition and Load Capacity
2. Geometric and Hydraulic Acceptability
3. Economic Evaluation
4. Exterior Constraints

Pin & Link Special Feature Inspection – Garfield Avenue Bridge over 22nd Street

This work will include the following:

1. Perform an arms-length inspection, utilizing visual and ultrasonic testing equipment in sufficient detail to allow completion of the required IDOT Special Features Inspection and Preliminary Bridge Inspection Forms (BBS-SFI-1 & BBS 2760).
2. Provide at least six (6) color photographs and one (1) 8 ½" x 11" drawing of the special feature detail in order to adequately document the condition of this special feature detail.
3. The scope of this work follows the basic pass-fail criteria for pin inspection utilizing ultrasonic testing as described in Section 3.5 of the IDOT Structural Services Manual, but does not cover the Supplemental Pin Inspection procedures as described in Section 3.5.4.2 of the same manual.
4. Coordinate the inspection activity and report filing with the City of Decatur and the Illinois Department of Transportation.

Special Equipment / Traffic Control Requirement for Bridge Inspections

The following is a summary of anticipated needs at each bridge location.

Garfield Avenue Bridge over the Illinois Central Rail Road (SN 058-6000): AECOM intends to rent a single man-lift in order to access the bottom of the structure, with two bridge inspectors in the man-lift working from one end of the bridge to the other. A truck with a light/arrow-board will be required to move the man-lift from one side of the bridge to the other. A right-of-entry permit, and required application fee will be submitted to the ICRR (CN). It is likely that flaggers will also be required when the spans over the tracks are inspected. All work under the structure will be coordinated with the CN/IC railroad.

Due to the roadway profile, traffic control will be required to inspect the top of the deck. Shutting down one lane in each direction will allow a safe inspection of the top of the deck. Once the

Exhibit A

inspection is completed within the two lanes that are closed, the closed lanes will need to be shifted so that the top of deck can be inspected in the remaining lanes. The City of Decatur will provide traffic control and AECOM will coordinate the traffic control schedule with the City.

SN 058-6000 will be inspected prior to December 1, 2016. IDOT forms will be submitted within 10 working days after the inspection is completed.

Garfield Avenue Bridge over 22nd Street (IL 121) (SN 058-6001): AECOM intends to rent a single man-lift in order to inspect the bottom of the structure. Lanes on 22nd Street will need to be closed during the inspection and prior to delivery of the man-lift. Having two adjacent lanes closed would provide a safer working area for the man-lift. The City of Decatur will provide traffic control, and AECOM will coordinate traffic control needs with the City of Decatur.

Traffic control will be required to inspect the top of the deck. Shutting down one lane in each direction will allow a safe inspection of the top of the deck. Once the inspection is completed within the two lanes that are closed, the closed lanes will need to be shifted so that the remaining lanes can be inspected. A truck with a light/arrow-board can also be used to protect the workers that are inspecting the deck. The City of Decatur will provide traffic control and AECOM will coordinate the traffic control schedule with the City.

SN 058-6001 will be inspected prior to December 1, 2016. IDOT forms will be submitted within 10 working days after the inspection is completed.

Mound Road / Spring Creek (West) Bridge (SN 058-6035): No special equipment is required for the inspection of this structure. A truck with a light/arrow-board will be used to protect the workers that are inspecting the top of deck. The City of Decatur will provide the truck and AECOM will coordinate the traffic control schedule with the City.

SN 058-6035 will be inspected between June 1 and August 1, 2017. IDOT forms will be submitted within 10 working days after the inspection is completed.

Mound Road / Spring Creek (Middle) Bridge (SN 058-6036): No special equipment is required for the inspection of this structure. A truck with a light/arrow-board will be used to protect the workers that are inspecting the top of deck. The City of Decatur will provide the truck and AECOM will coordinate the traffic control schedule with the City.

SN 058-6036 will be inspected between June 1 and August 1, 2017. IDOT forms will be submitted within 10 working days after the inspection is completed.

Taylor Road / Ward Branch Bridge (SN 058-6002): No special equipment is required for the inspection of this structure. We anticipate that traffic control will not be required to inspect the top of the deck.

SN 058-6002 will be inspected between August 1 and October 1, 2017. IDOT forms will be submitted within 10 working days after the inspection is completed.

Exhibit A

Country Club Road / Lake Decatur Bridge (SN 058-3060): A boat will be required to inspect the underside of the bridge. The boat and operator will be provided by the City of Decatur. We anticipate that traffic control will not be required to inspect the top of the deck.

SN 058-3060 will be inspected between August 1 and October 1, 2017. IDOT forms will be submitted within 10 working days after the inspection is completed.

Exhibit A

City of Decatur - 2016 - 2017 Bridge Inspections
Summary - Engineering Manhour & Fee Estimate



City of Decatur Bridge Inspections 2016 - 2017							
Task No.	Description	Manhours	Labor Costs*	Direct Costs	Cost of Subs	Total Cost	% of Total
6000	Garfield Ave. over ICRR	152.5	\$17,103.08	\$3,724.92	\$0.00	\$20,828.00	26.77%
6001	Garfield Ave. over 22nd Street	117.5	\$13,418.88	\$1,939.38	\$0.00	\$15,358.26	19.74%
3035	Mound Road over Spring Creek (West)	79.5	\$8,112.36	\$241.08	\$0.00	\$8,353.44	10.74%
3036	Mound Road over Spring Creek (Middle)	79.5	\$8,112.36	\$241.89	\$0.00	\$8,354.25	10.74%
6002	Taylor Road / Ward Branch Bridge	80.0	\$7,944.59	\$143.64	\$0.00	\$8,088.23	10.40%
3060	Country Club Road / Lake Decatur Bridge	80.5	\$8,041.46	\$143.10	\$0.00	\$8,184.56	10.52%
1000	Project Management	42.0	\$6,198.63	\$0.00	\$0.00	\$6,198.63	7.97%
2000	QA-QC	12.0	\$2,438.45	\$0.00	\$0.00	\$2,438.45	3.13%
Totals		643.5	\$71,369.79	\$6,434.01	\$0.00	\$77,803.80	100.00%

* With 2.746 multiplier

Exhibit A

AECOM

Task	Project Manager	Bridge Insp. 1	Bridge Insp. 2	Bridge Insp. 3	Structural Engineer	Tech	Project Accountant	Health & Safety	Admin	QA/QC	MH Totals	Avg Rate	Raw Labor	Factored Labor
Garfield Ave. over ICRR														
Obtain/Review Forms & Bridge Plans (6000-1)	0.5		3.0								3.5	\$38.90	\$136.14	\$373.83
Prepare Sketch Plans (6000-2)	0.5		12.0								12.5	\$35.10	\$438.72	\$1,204.71
Pre-Inspection Coordination (6000-3)	4.0										4.0	\$70.55	\$282.20	\$774.92
Perform Bridge Inspection (6000-4)		27.5	24.0								51.5	\$44.63	\$2,298.48	\$6,311.63
Prepare Inspection Documentation (6000-5)		2.0	24.0								26.0	\$35.21	\$915.36	\$2,513.58
Analysis/Cost Est./Scope of Work (6000-6)		4.0	24.0		4.0						32.0	\$40.81	\$1,306.04	\$3,586.39
Prepare Bridge Condition Report (6000-7)		2.0	20.0		1.0						23.0	\$37.02	\$851.43	\$2,338.03
Total This Task	5.0	35.5	107.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	152.5	\$40.84	\$6,228.36	\$17,103.08
Garfield Ave. over 22nd Street														
Obtain/Review Forms & Bridge Plans (6001-1)	0.5		2.0								2.5	\$41.01	\$102.52	\$281.51
Prepare Sketch Plans (6001-2)	0.5		10.0								10.5	\$35.38	\$371.48	\$1,020.07
Pre-Inspection Coordination (6001-3)	4.0										4.0	\$70.55	\$282.20	\$774.92
Perform Special Features Inspection (6001-4)		4.0	4.0								8.0	\$43.93	\$351.44	\$965.05
Perform Bridge Inspection (6001-5)		15.5	12.0								27.5	\$45.24	\$1,244.16	\$3,416.46
Prepare Inspection Documentation (6001-6)		2.0	16.0								18.0	\$35.91	\$646.40	\$1,775.01
Analysis/Cost Est./Scope of Work (6001-7)		4.0	16.0		4.0						24.0	\$43.21	\$1,037.08	\$2,847.82
Prepare Bridge Condition Report (6001-8)		2.0	20.0		1.0						23.0	\$37.02	\$851.43	\$2,338.03
Total This Task	5.0	27.5	80.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	117.5	\$41.59	\$4,886.70	\$13,418.88
Mound Road over Spring Creek (West)														
Obtain/Review Forms & Bridge Plans (3035-1)	0.5		1.0								1.5	\$45.93	\$68.90	\$189.19
Prepare Sketch Plans (3035-2)	0.5		4.0								4.5	\$37.72	\$169.76	\$466.15
Pre-Inspection Coordination (3035-3)	0.5										0.5	\$70.55	\$35.28	\$96.87
Perform Bridge Inspection (3035-4)			6.0								12.0	\$34.57	\$414.78	\$1,138.99
Prepare Inspection Documentation (3035-5)			12.0								14.0	\$33.89	\$474.46	\$1,302.87
Analysis/Cost Est./Scope of Work (3035-6)		1.0	20.0		4.0						27.0	\$39.99	\$1,079.86	\$2,965.30
Prepare Bridge Condition Report (3035-7)			18.0		1.0						20.0	\$35.56	\$711.22	\$1,953.01
Total This Task	1.5	1.0	61.0	11.0	5.0	0.0	0.0	0.0	0.0	0.0	79.5	\$37.16	\$2,954.25	\$8,112.36
Mound Road over Spring Creek (Middle)														
Obtain/Review Forms & Bridge Plans (3036-1)	0.5		1.0								1.5	\$45.93	\$68.90	\$189.19
Prepare Sketch Plans (3036-2)	0.5		4.0								4.5	\$37.72	\$169.76	\$466.15
Pre-Inspection Coordination (3036-3)	0.5										0.5	\$70.55	\$35.28	\$96.87
Perform Bridge Inspection (3036-4)			6.0								12.0	\$34.57	\$414.78	\$1,138.99
Prepare Inspection Documentation (3036-5)			12.0								14.0	\$33.89	\$474.46	\$1,302.87
Analysis/Cost Est./Scope of Work (3036-6)		1.0	20.0		4.0						27.0	\$39.99	\$1,079.86	\$2,965.30
Prepare Bridge Condition Report (3036-7)			18.0		1.0						20.0	\$35.56	\$711.22	\$1,953.01
Total This Task	1.5	1.0	61.0	11.0	5.0	0.0	0.0	0.0	0.0	0.0	79.5	\$37.16	\$2,954.25	\$8,112.36
Taylor Road / Ward Branch Bridge														
Obtain/Review Forms & Bridge Plans (6002-1)	0.5		1.0								1.5	\$45.93	\$68.90	\$189.19
Prepare Sketch Plans (6002-2)	0.5		8.0								8.5	\$35.79	\$304.24	\$835.43
Pre-Inspection Coordination (6002-3)											0.0	-	\$0.00	\$0.00
Perform Bridge Inspection (6002-4)			6.0								12.0	\$34.57	\$414.78	\$1,138.99
Prepare Inspection Documentation (6002-5)			12.0								13.0	\$33.77	\$438.95	\$1,205.36
Analysis/Cost Est./Scope of Work (6002-6)			20.0		3.0						25.0	\$38.20	\$955.07	\$2,622.62
Prepare Bridge Condition Report (6002-7)			18.0		1.0						20.0	\$35.56	\$711.22	\$1,953.01
Total This Task	1.0	0.0	65.0	10.0	4.0	0.0	0.0	0.0	0.0	0.0	80.0	\$36.16	\$2,893.15	\$7,944.59

Exhibit A

City of Decatur
2016 - 2017 Bridge Inspections
Engineering Manhour and Fee Estimate

Task	Project Manager	Bridge Insp. 1	Bridge Insp. 2	Bridge Insp. 3	Structural Engineer	Tech	Project Accountant	Health & Safety	Admin	QA/QC	MH Totals	Avg Rate	Raw Labor	Factored Labor
Country Club Road / Lake Decatur Bridge														
Obtain/Review Forms & Bridge Plans (3060-1)	0.5		1.0								1.5	\$45.93	\$68.90	\$189.19
Prepare Sketch Plans (3060-2)	0.5		8.0								8.5	\$35.79	\$304.24	\$835.43
Pre-Inspection Coordination (3060-3)	0.5										0.5	\$70.55	\$35.28	\$96.87
Perform Bridge Inspection (3060-4)			6.0	6.0							12.0	\$34.57	\$414.78	\$1,138.99
Prepare Inspection Documentation (3060-5)			12.0	1.0							13.0	\$33.77	\$438.95	\$1,205.36
Analysis/Cost Est./Scope of Work (3060-6)			20.0	2.0	3.0						25.0	\$38.20	\$955.07	\$2,622.62
Prepare Bridge Condition Report (3060-7)			18.0	1.0	1.0						20.0	\$35.56	\$711.22	\$1,953.01
Total This Task	1.5	0.0	65.0	10.0	4.0	0.0	0.0	0.0	0.0	0.0	80.5	\$36.38	\$2,928.43	\$8,041.46
Project Management (1000)														
Project Start-Up	8.0										8.0	\$70.55	\$564.40	\$1,549.84
Prepare Safe Work Plan	2.0							1.0	8.0		11.0	\$33.81	\$371.86	\$1,021.13
Project Coordination & Management	6.0	1.0	1.0	1.0	1.0						9.0	\$60.74	\$546.67	\$1,501.16
Prepare/Process Invoices	6.0						6.0				12.0	\$52.78	\$633.30	\$1,739.04
Project Close-Out	2.0										2.0	\$70.55	\$141.10	\$387.46
Total This Task	24.0	1.0	1.0	1.0	0.0	0.0	6.0	1.0	8.0	0.0	42.0	\$53.75	\$2,257.33	\$6,198.63
QA/QC (2000)														
Review of Deliverables											12.0	\$74.00	\$888.00	\$2,438.45
Totals	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	12.0	\$74.00	\$888.00	\$2,438.45
Rate	39.5	66.0	440.0	43.0	28.0	0.0	6.0	1.0	8.0	12.0	643.5	\$40.39	\$25,990.46	\$71,369.79
Raw Labor Cost	\$70.55	\$54.24	\$33.62	\$35.51	\$70.55	\$34.00	\$35.00	\$45.00	\$23.22	\$74.00				
	\$2,766.73	\$3,579.84	\$14,792.80	\$1,526.93	\$1,975.40	\$0.00	\$210.00	\$45.00	\$185.76	\$888.00			\$25,990.46	\$71,369.79
Project Manager														
Bridge Insp. 1														
Bridge Insp. 2														
Bridge Insp. 3														
Structural Engineer														
Tech														
Project Accountant														
Health & Safety														
Admin														
QA/QC														
MH Totals														
Avg Rate														
Raw Labor														
Factored Labor														

Labor Multiplier = 2.70

Cost Escalation:

- (1) Estimated Total Raw Labor = \$25,990.46
- (2) Estimated Raw Labor in 2016 = \$11,115.06
- (3) Estimated Raw Labor in 2017 = \$14,875.40
- (4) Assume 3% pay increase in 2017
- (5) Escalation Factor = (42.77%)

Overall Labor Multiplier = 2.70 x 1.01717 = 2.746

Direct Costs

Task	Item	Quantity	Unit	Rate	Total	Comment
6000	Mileage - Chicago to Decatur	180.00	miles	\$0.54	\$97.20	
Garfield Ave. Bridge	Travel Meals	10	travel meals	\$15.00	\$150.00	
over ICR	Mileage to/from site	18.0	miles	\$0.54	\$9.72	Assume 3 round trips
SN 058-6000	Hotel	3	night(s)	\$120.00	\$360.00	
	Man-lift - Delivery	1	man-lifts	\$99.00	\$99.00	
	Man-lift - Daily Rental	2	day(s)	\$480.00	\$960.00	
	Man-lift Pickup	1	man-lifts	\$99.00	\$99.00	
	Right-of-Entry Application Fee	1	application	\$800.00	\$800.00	
	Flagger Fees	1	day(s)	\$1,000.00	\$1,000.00	
	Printing - Deliverables	600	sheets	\$0.20	\$120.00	Assume 6 copies @ 100 sheets per BCR
	Postage	1	package	\$30.00	\$30.00	
	Totals				\$3,724.92	

Exhibit A

Direct Costs (cont.)

Task	Item	Quantity	Unit	Rate	Total	Comment
6001 Garfield Ave. Bridge over 22nd Street SN 058-6001	Hotel	2	nights	\$120.00	\$240.00	
	Mileage - Decatur to Chicago	180.00	miles	\$0.54	\$97.20	
	Travel Meals	5	travel meals	\$15.00	\$75.00	
	Mileage to/from site	17.0	miles	\$0.54	\$9.18	Assume 2 round trips
	Man-lift - Delivery	1	man-lifts	\$99.00	\$99.00	
	Man-lift - Daily Rental	1	day(s)	\$480.00	\$480.00	
	Man-lift Pickup	1	man-lifts	\$99.00	\$99.00	
	Ultrasonic testing equipment rental	1	unit	\$600.00	\$600.00	
	Printing - Deliverables	600	sheets	\$0.35	\$210.00	Assume 6 copies @ 100 sheets per BCR
	Postage	1	package	\$30.00	\$30.00	
	Totals				\$1,938.38	
3035 Mound Rd over Spring Creek (West) SN 058-3035	Mileage to/from site	2.0	miles	\$0.54	\$1.08	Assume 1 round trip
	Printing - Deliverables	600	sheets	\$0.35	\$210.00	Assume 6 copies @ 100 sheets per BCR
	Postage	1	package	\$30.00	\$30.00	
	Totals				\$241.08	
3036 Mound Rd. over Spring Creek (Middle) SN 058-3036	Mileage to/from site	3.5	miles	\$0.54	\$1.89	Assume 1 round trip
	Printing - Deliverables	600	sheets	\$0.35	\$210.00	Assume 6 copies @ 100 sheets per BCR
	Postage	1	package	\$30.00	\$30.00	
	Totals				\$241.89	
6002 Taylor Rd./Ward Branch Bridge SN 058-6002	Mileage to/from site	16.0	miles	\$0.54	\$8.64	Assume 1 round trip
	Printing - Deliverables	300	sheets	\$0.35	\$105.00	Assume 6 copies @ 50 sheets per BCR
	Postage	1	package	\$30.00	\$30.00	
	Totals				\$143.64	
3060 Country Club Rd./ Lake Decatur Bridge SN 058-3060	Mileage to/from site	15.0	miles	\$0.54	\$8.10	Assume 1 round trip
	Printing - Deliverables	300	sheets	\$0.35	\$105.00	Assume 6 copies @ 50 sheets per BCR
	Postage	1	package	\$30.00	\$30.00	
	Totals				\$143.10	



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

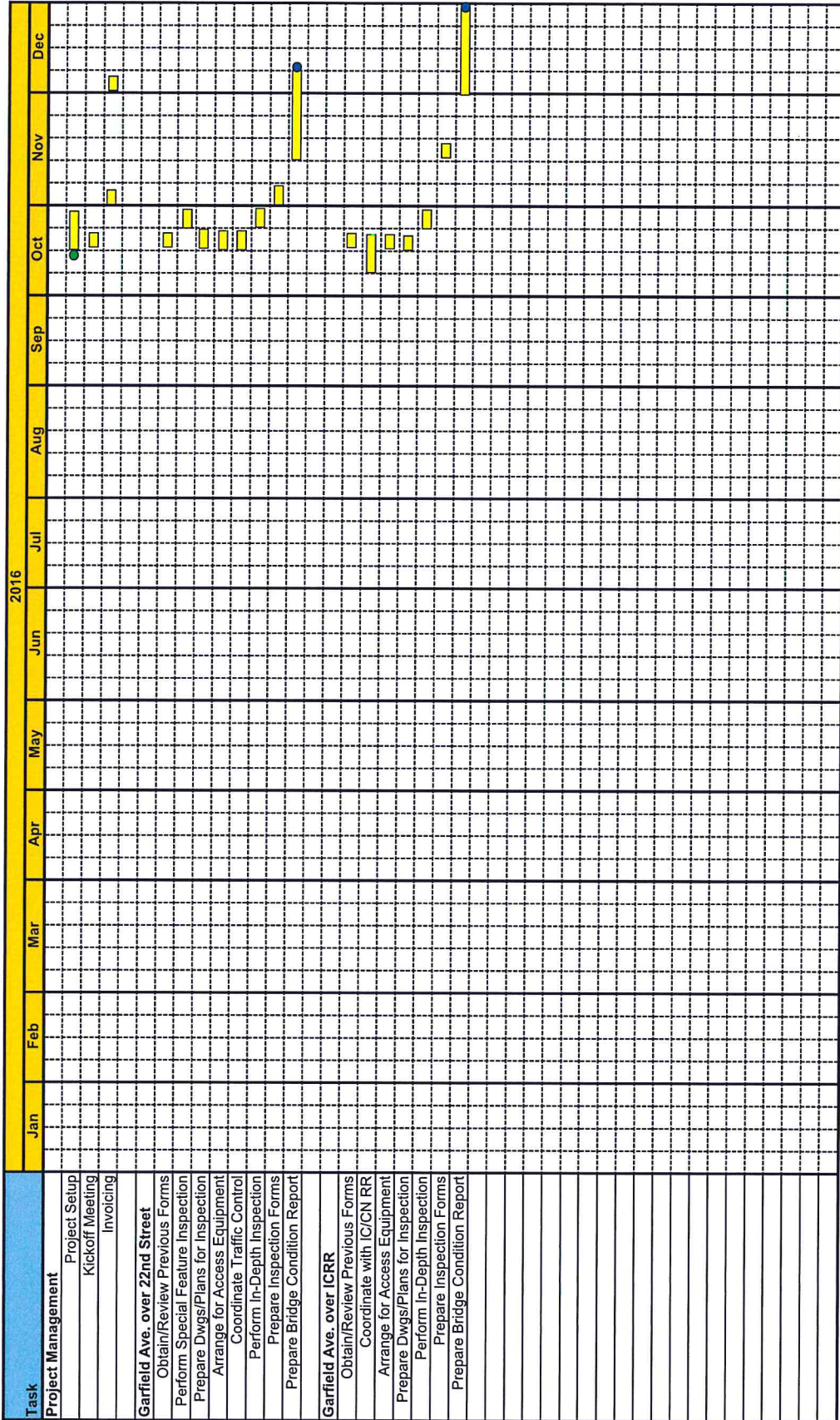
After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL BY: _____ (City Engineer) Dated this _____ day of _____, 20 _____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.	
BY: _____	_____
(Signature)	(Title)
Dated this _____ day of _____, 20 _____.	

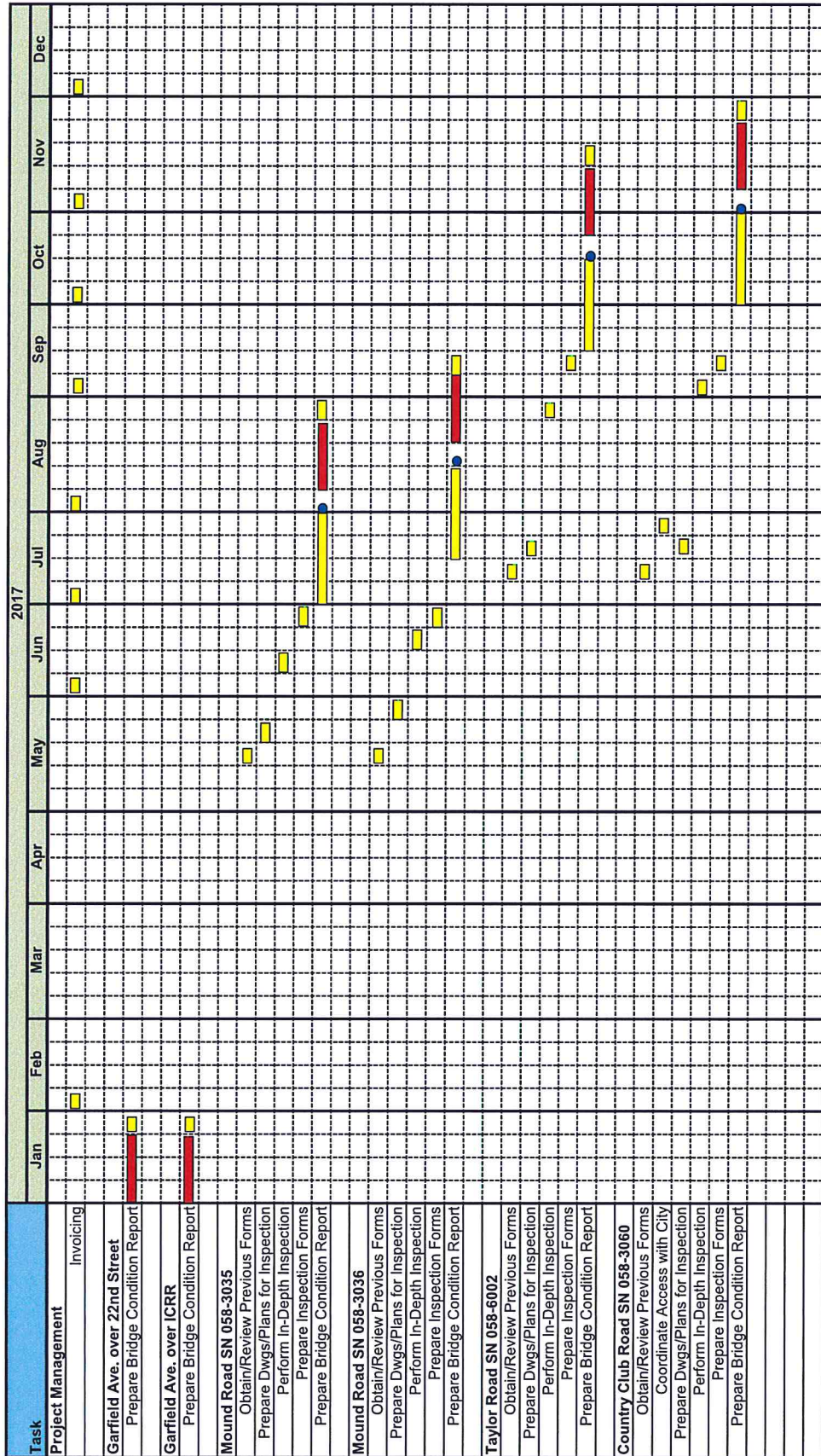
City of Decatur
Bridge Inspections 2016 / 2017
Proposed Project Timeline



● Notice to Proceed
■ City Review
● Submittal

City of Decatur
Bridge Inspections 2016 / 2017

Proposed Project Timeline



● Notice to Proceed
■ City Review
● Submittal



City of Decatur, Illinois
 #1 Gary K. Anderson Plaza
 Decatur, IL 62523-1196

Change Order

Date: _____
 Request No. _____ ☐ Final
 Consulting Engineer: _____
 Address: _____

I recommend that an ☐ addition of \$ _____ be made to the above contract.
☐ deduction

I recommend that an extension of _____ days be made to the above contract completion date.
 The revised completion date is now _____.

Amount of original contract \$ _____
 Amount of previous change orders \$ _____
 Amount of current change order \$ _____
 Amount of adjusted/final contract \$ _____

☐ addition
 Total net ☐ deduction to date \$ _____ which is _____ % of Contract Price

State fully the nature and reason for the change order _____

When the net increase or decrease in the cost of the contract is \$10,000 or more or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

The undersigned determine that the change is germane to the original contract as signed, because:

☐	Provision for this work is included in the original contract.
☐	Work of this type was included in the original contract, and the additional efforts of this work are within the intent of the contract.
☐	The change represents an adjustment required by the contract, based on unpredictable developments in the work.
☐	The change in design is necessary to fulfill the original intent of the Contract.
☐	Other: (Explain)

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2016

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

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

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: LosAngeles.CertRequest@Marsh.Com 06510 -STND-GAUE-16-17 Decatur GLALP 12 2017		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																						
INSURED AECOM AECOM Technical Services, Inc. 345 East Ash Avenue, Suite B1 Decatur, IL 62526		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Zurich American Insurance Company</td><td>16535</td></tr><tr><td>INSURER B:</td><td>N/A</td><td>N/A</td></tr><tr><td>INSURER C:</td><td>Illinois Union Insurance Co</td><td>27960</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Insurance Company	16535	INSURER B:	N/A	N/A	INSURER C:	Illinois Union Insurance Co	27960	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Zurich American Insurance Company	16535																						
INSURER B:	N/A	N/A																						
INSURER C:	Illinois Union Insurance Co	27960																						
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** LOS-002018399-01 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		GLO 5965891 08	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		BAP 5965893 08	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.		EON G21654693 "CLAIMS MADE"	04/01/2016	04/01/2017	Per Claim/Agg \$1,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: AECOM Project No: City of Decatur Bridge Inspections 2016-2; Client Reference No: Bridge Inspections 2016-2017; Perform bridge inspections and prepare Bridge Condition Reports for the following structures: 058-6000, 058-6001, 058-6002, 058-3035, 058-3036, and 058-3060.]]

The City of Decatur and its officers and employees are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

CERTIFICATE HOLDER

CANCELLATION

City of Decatur Attn: Matt Newell/City Engineer One Gary K. Anderson Plaza Decatur, IL 62523-1196	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services James L. Vogel
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CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)

9/21/2016

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

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

PRODUCER Lockton Insurance Brokers, LLC 19800 MacArthur Blvd., Suite 1250 CA License #0F15767 Irvine 92612 949-252-4400	CONTACT NAME:	
	PHONE (A/C, No. Ext): FAX (A/C, No):	
INSURED 1392522 AECOM AECOM Technical Services, Inc. URS Corporation 345 E. Ash Ave. Decatur IL 62526	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: *** SEE ATTACHMENT ***	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES AECE01 **CERTIFICATE NUMBER:** 14274123 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A	N	SEE ATTACHED ACORD 101	1/1/2016	1/1/2017	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Notice of Cancellation applies per attached endorsement. RE: City of Decatur Bridge Inspections 2016-2, Bridge Inspections 2016-2017. Perform bridge inspections and prepare Bridge Condition Reports for the following structures: 058-6000, 058-6001, 058-6002, 058-3035, 058-3036, and 058-3060.

CERTIFICATE HOLDER**CANCELLATION** See Attachments

14274123 City of Decatur Matt Newell, City Engineer One Gary K. Anderson Plaza Decatur IL 62523-1196	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 	

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ACORD 101

Policy #	Issuing Company	State(s) Covered
0910710	National Union Fire Insurance Company of Pittsburgh, PA - NAIC #19445	OH
014268016	The Insurance Company of the State of Pennsylvania - NAIC #19429	FL
014268017	The Insurance Company of the State of Pennsylvania - NAIC #19429	ME
014268019	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,KY
014268020	The Insurance Company of the State of Pennsylvania - NAIC #19429	NV
014268021	The Insurance Company of the State of Pennsylvania - NAIC #19429	CO
014268022	The Insurance Company of the State of Pennsylvania - NAIC #19429	NJ,PA
014268023	The Insurance Company of the State of Pennsylvania - NAIC #19429	MA,ND,OH,WA,WI,WY
014268024	The Insurance Company of the State of Pennsylvania - NAIC #19429	CA
014268025	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,KY,NC,NH,UT,VT
014268026	The Insurance Company of the State of Pennsylvania - NAIC #19429	AL,AR,CO,CT,DC,DE,GA,HI,IA,ID,IN,KS,LA,MD,MI,MN,MO,MS,MT,NE,NM,NV,NY,OK,OR,RI,SC,SD,TN,TX,WV
014268027	The Insurance Company of the State of Pennsylvania - NAIC #19429	AK,AZ,VA
014268028	The Insurance Company of the State of Pennsylvania - NAIC #19429	NY
014268018	The Insurance Company of the State of Pennsylvania - NAIC #19429	IL,WA
014268029	The Insurance Company of the State of Pennsylvania - NAIC #19429	CO,ID,NM,SC,TN
014268030	The Insurance Company of the State of Pennsylvania - NAIC #19429	TX

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 1/1/2016 forms a part of Policy No. SEE ATTACHED ACORD 101

Issued to AECOM
AECOM Technical Services, Inc.
URS Corporation

By The Insurance Company of the State of Pennsylvania

**LIMITED ADVICE OF CANCELLATION TO SCHEDULED ENTITIES
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided the **Insurer**, either directly or through its broker of record, either:
 - (a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
 - (b) the email address of a contact at each such entity; and
3. prior to the effective date of cancellation, the **Named Insured** confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule below, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the **Insurer** will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the **Named Insured** in writing to be correctly a part of the Schedule within 30 days after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** confirms the accuracy of the Schedule below with the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided and subsequently confirmed by the **Named Insured** in writing, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

**WC 99 00 58
(Ed. 04/11)**

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF ILLINOIS)
) ss.
 COUNTY OF MACON)

SECTION I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. AECOM Technical Services, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 95-2661922.

B. CORPORATION

The State of Incorporation is California

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>John Schwalbach</u> Name	<u>515 S. Flower Street</u> Company Address, Principal Office
<u>345 E. Ash Ave, Suite B</u> Address	<u>Los Angeles, CA 90071-2201</u> City, State, Zip
<u>Decatur, IL 62526</u> City, State, Zip	<u>213-593-8000</u> Telephone
<u>217-875-4800</u> Telephone	<u>www.aecom.com</u> Facsimile Website

The corporate officers are as follows:

President: _____

Vice President: John Schwalbach

Secretary: _____

C. PARTNERSHIP OR LLC

The partners or members are as follows: (Attach additional sheets if necessary)

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

_____ Name	_____ Home Address & Telephone
---------------	-----------------------------------

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This bid is made without any connection or common interest in the profits with any other person other than the Consulting Engineer except as listed on a separate attached sheet to this affidavit.

Check One:

_____ Others Interested in Contract X None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consulting Engineer is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Consulting Engineer is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Consulting Engineer has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consulting Engineer and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONSULTING ENGINEER

John Schwalbach

Signature

John Schwalbach

Printed Name

Vice President

Title

SUBSCRIBED and SWORN to before me this 21st day of September, 2016.

Karen M. Zilz

Notary Public

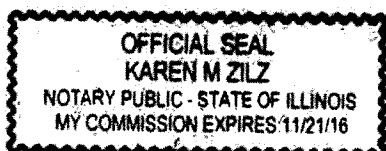


Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name: City of Decatur Bridge Inspections 2016 - 2017		
Consulting Engineer: AECOM Technical Services, Inc.		
Classification	Minimum	Maximum
Principal	70.00	78.00
Project Manager	45.00	72.00
Structural Engineer	34.00	72.00
Senior Engineer	43.00	58.00
Engineer	30.00	45.00
Senior Technician	36.00	43.00
Technician	30.00	38.00
Professional Land Surveyor	27.00	38.00
Construction Inspector	18.00	38.00
Bridge Inspectors	33.00	57.00
Clerical	18.00	26.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS TO
PAY ENGINEERING COSTS FOR NBIS BRIDGE INSPECTIONS
AND PRELIMINARY BRIDGE CONDITION REPORTS
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE**

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

Section 1. That there is hereby appropriated the sum of \$77,803.80 of Motor Fuel Tax funds for the purpose of paying the engineering costs to AECOM Technical Services, Inc. to perform NBIS bridge inspections and to prepare bridge condition reports for the subject bridges under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways, bridges; and operations as listed and described as part of the NBIS Bridge Inspection project, are eligible for Motor Fuel Tax funds and shall be designated as Section 16-00606-00-BI.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and,

Section 4. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 3rd day of October, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

DEBRA G. BRIGHT, CITY CLERK

Municipality City of Decatur	LOCAL AGENCY	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	CONSULTANT	Name AECOM Technical Services
Township				Address 345 E Ash Avenue, Suite B
County Macon				City Decatur
Section 16-00606-00-BI				State IL

THIS AGREEMENT is made and entered into this 3rd day of October, 2016 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT", will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Section Description

Name	NBIS Bridge Inspections				
Route	Length	Mi.	FT	(Structure No.	058-3035)
				058-3036,	058-6002
				058-6000	058-6001
				058-3060	)
Termini					

Description:

The project consists of review of existing plans, inspection reports, and conducting site visit to document condition of various bridges including NBIS inspections. Pin & link inspection on 058-6001.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below: **See attached Scope of Work.**
 - a. ☐ Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. ☐ Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. ☐ Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. ☐ Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. ☐ Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. ☐ Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. ☐ Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. ☐ Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
- a. ☐ A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. ☐ A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Percentage Fees	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 130 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 130 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 130 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

ATTEST:

By Debra G. Bright
City Clerk
(Seal)

City of Decatur
(Municipality/Township/County)
of the
State of Illinois, acting by and through its
City Council
By Julie Moore Wolfe
Title Mayor

Executed by the ENGINEER:

ATTEST:

By _____
Title _____

By _____
Title _____

Approved

Date

Department of Transportation

Regional Engineer

Water Management

DATE: 9/26/2016

MEMO: 2016-13

TO: Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Keith Alexander, Director of Water Management

SUBJECT:

South Water Treatment Plant Generator Switchgear Control System Replacement,
City Project 2016-34

SUMMARY RECOMMENDATION:

Council adopt the attached Resolution authorizing Altorfer Inc. South Water Treatment Plant Generator Switchgear Control System Replacement Contract at a cost not to exceed \$188,734.

BACKGROUND:

The South Water Treatment Plant (SWTP) requires a significant amount of electricity 24/7/365 to purify and pump drinking water to our customers. The plant has a 4,160 volt electrical supply from Ameren Illinois with two separate overhead wire feeds. The Ameren supply is interrupted without warning several times annually. When interruptions occur, the SWTP has two large Caterpillar diesel powered generators to supply electricity to the plant. The Caterpillar switchgear control system that automatically turns the generators on when interruptions occur was installed in 2001.

Over the past 15 years the switchgear control system has been maintained by Altorfer Inc., our area Caterpillar authorized representative. However, critical components of the system have reached their reliable service life and require immediate replacement. Due to age, these critical components are no longer available from Caterpillar or elsewhere.

Therefore City staff negotiated a switchgear control system replacement contract with Altorfer consisting of the following work:

Proposal No. 106662-1: Inspect and maintain the switchgear and components that connect to the South Water Treatment Plant's electrical supply to ensure that the switchgear is in good working order prior to replacing the switchgear control system at

a cost of \$18,424.

Proposal No. 106666-1: Program and replace the switchgear control system touchscreen, programmable logic controllers, transducer, PLCs, software and other components, and a minor contingency at a cost of \$170,310.

The total cost of the contract is not to exceed \$188,734.

This is a sole source purchase as the switchgear control system consists exclusively of Caterpillar proprietary components, software, programming and specialized labor. The SWTP must have a highly reliable uninterruptable supply of electricity at all times. Therefore it is recommended that this contract be authorized by the City Council.

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Keith Alexander, Director of Water Management, 217-424-2863 or kalexander@decaturil.gov Randy Weaver, Water Production Maintenance Supervisor, 217-424-2830 or rweaver@decaturil.gov

BUDGET/TIME IMPLICATIONS:

This expenditure will be paid from Water Capital Fund 81.

COPY:

Jason Dietrich, Altorfer, Inc.

Randy Weaver, Water Production Maintenance Supervisor

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Contract	Backup Material

RESOLUTION NO. R2016-_____

**RESOLUTION AUTHORIZING EXECUTION OF
CONTRACT WITH ALTORFER INC.
FOR THE SOUTH WATER TREATMENT PLANT GENERATOR
SWITCHGEAR CONTROL SYSTEM REPLACEMENT**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That the Contract presented to the Council herewith between Altorfer Inc. and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Contract between the City of Decatur, Illinois and Altorfer Inc. at a cost not to exceed \$188,734.

PRESENTED AND ADOPTED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of October, 2016, by and between the City of Decatur, Illinois, hereinafter called "Owner" or "City", and Altorfer Inc., hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"SOUTH WATER TREATMENT PLANT GENERATOR SWITCHGEAR CONTROL SYSTEM REPLACEMENT, CITY PROJECT 2016-34"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete by February 28, 2017.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Non-Collusion Affidavit
Contract (This Instrument)
Performance Bond
General Conditions
Special Conditions

CONTRACT

The above named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product. In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

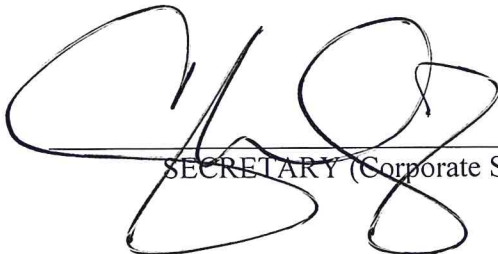
ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

ALTORFER INC.



SECRETARY (Corporate Seal)

By  _____
PRESIDENT



Proposal No: 106662 - 1

CITY OF DECATUR Water Management
1 GARY K ANDERSON PLZ
DECATUR 62523-1196

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	EMAIL
216801	RANDY	217-424-2830		rweaver@decaturil.gov
QUOTE NO.	OPP NO.	DATE	WORK ORDER NO.	
106662	119508	9/21/2016		
MAKE	MODEL	SERIAL NO.	UNIT NO.	
NOTES				

SEGMENT: 01 INSPECT & MAINTAIN SWITCHGEAR (042 4491)
 NOTES: PREVENTATIVE MAINTENANCE WILL INCLUDE 2 DAY
 INSPECTION, INCLUDING 2 CAT SWITCHGEAR ENGINEERS AND 1
 ALTORFER FIELD SERVICE TECHNICIAN ON SITE. SERVICE WILL
 INCLUDE INSPECTION OF SWITCHGEAR CONTROLS (PLC, SYSTEM
 METERING, TRANSDUCERS), INSPECTION OF SWITCHGEAR CIRCUIT
 BREAKERS, INSPECTION OF SYSTEM GROUNDS, INSPECTION OF
 SYSTEM BATTERIES, AND INSPECTION OF TOUCHSCREEN AND
 REMOTE PC'S.

Parts

Qty	Part Number	Description	
			Total Parts: 0.00

Labor

Qty	Item Number	Description	
			Total Labor: 0.00

Misc

Qty	Item Number	Description	
1	On Site Service	CAT-ISO SERVICE	
1	On Site Service	ALTORFER SERVICE	
		Total Misc:	18,424.00

Segment 01 Total: 18,424.00

Total Segments: 18,424.00

NOTES:

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 1-10th Prox.

- Sales Taxes where applicable are not included with the above prices.
- Ask about Cat Financial Payment options.
- Caterpillar REMAN parts will be utilized, where applicable.
- Above pricing assumes all REMAN cores will meet Caterpillar Full Core Credit criteria. If cores do not meet the Caterpillar Full Core Credit criteria, additional charges will apply.
- Any additional repairs found during disassembly or testing will be quoted at that time.
- If parts needed on emergency order basis, extra order processing fee and expedited shipping cost may apply.

ESTIMATED REPAIR TIME:_____ *from start date*
"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#_____, **Authorized Name**_____ **Please Print.**

Date_____/_____/____.

Signature

Any Questions? Please Call Jason Dietrich at 309-427-1234 x4393
(fax: 309-694-4851 - email: jdietri@Altorfer.com).

ALTORFER**Proposal No: 106666 - 1**

CITY OF DECATUR Water Management
 1 GARY K ANDERSON PLZ
 DECATUR 62523-1196

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	EMAIL
216801	RANDY	217-424-2830		rweaver@decaturil.gov
QUOTE NO.	OPP NO.	DATE	WORK ORDER NO.	
106666	119514	9/21/2016		
MAKE	MODEL	SERIAL NO.	UNIT NO.	
NOTES				
QUOTE INCLUDES COST TO UPDATE EXISTING PLC HARDWARE AND INSTALLATION OF TSP WITH KEPWARE AND FACTORY TALK HMI SOFTWARE. MODICON PLC'S WILL BE REPLACED WITH UNITY PLC'S. LYNX BLOCK TRANSDUCERS WILL BE REPLACED AND REMOTE PC W/WINDOWS 7 WILL BE INSTALLED. COST INCLUDES (2) ISO FIELD ENGINEERS AND (1) ALTOFER FIELD SERVICE TECHNICIANS ON SITE FOR (5) DAYS. PARTS INCLUDE: L9D79US#ABA-8002DS8S/I54590/500HQ/4 REMOTE PC FACTORY TALK CLIENT SOFTWARE SCHNEIDER UNITY M1E PLC PLC-171CBU98091 MODICON 12VDC 16IN/16OUT BASE PLC-170ADM85010 MODICON 2AI 2AO 12DI 8DO 10-45 BASE PLC-170AMM11030 BITRONICS POWERPLEX II TRANSDUCER XDCR-MTWDN7CDM500XXC PHOENIX ETHERNET SW 16 PORT 24VDC PLC-2832849 75 TAG RSVIEW RUNTIME ABZ93012SE3050 MISCELLANEOUS HARDWARE (CABLES, ETHERNET CARD, BRACKETS, CONNECTORS) KEPWARE MODBUS OPC SERVER SUITE SOFT-EX5-MDBUS-NA00 EMBEDDED 2009 COMPUTER DYNDRDIHA4ES9SEBP DYNICS COMPUTER W/WINDOWS 7 MCMU-DTXISOCOMPUTER FACTORY TALK SOFTWARE BUNDLE				

SEGMENT: 01 INSTALL SWITCHGEAR (012 4491)
 NOTES:

Parts

Qty	Part Number Description	Unit Sell	Unit Price	Ext Price
			Total Parts:	0.00

Labor

Qty	Item Number Description	Unit Price	Ext Price
		Total Labor:	0.00

Misc

Qty	Item Number Description	Unit Price	Ext Price
1	Cat ISO PLC CAT ISO PLC UPGRADE Upgrade	153,285.43	153,285.00
1	Altorfer ALTORFER SERVICE Service	9,525.00	9,525.00
1	Contingency FUND CONTINGENCY FUND Fund	7,500.00	7,500.00

Total Misc: 170,310.00

Segment 01 Total: 170,310.00

Total Segments: 170,310.00

NOTES:

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 1-10th Prox.
- Sales Taxes where applicable are not included with the above prices.
- Ask about Cat Financial Payment options.
- Caterpillar REMAN parts will be utilized, where applicable.
- Above pricing assumes all REMAN cores will meet Caterpillar Full Core Credit criteria. If cores do not meet the Caterpillar Full Core Credit criteria, additional charges will apply.
- Any additional repairs found during disassembly or testing will be quoted at that time.
- If parts needed on emergency order basis, extra order processing fee and expedited shipping cost may apply.

ESTIMATED REPAIR TIME:_____ *from start date*
"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO#_____, **Authorized Name**_____ **Please Print.**

Date_____/_____/_____. _____

Signature

Any Questions? Please Call Jason Dietrich at 309-427-1234 x4393
(fax: 309-694-4851 - email: jdietri@Altorfer.com).

MINUTES OF THE MEETING
OF THE
DECATUR PLAN COMMISSION

Thursday, September 1, 2016
City Council Chamber, Decatur Civic Center

The September 1, 2016 meeting of the Decatur City Plan Commission was called to order at 3:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Glenn Livingston who determined a quorum was present.

Members Present: Bill Clevenger, Bruce Frantz, Ed Harris, Kent Newton,
Susie Peck, Terry Smith, Glenn Livingston

Members Absent: Jack Myatt

Staff Present: Billy Tyus, Suzy Stickle, Joselyn Stewart, Troy Hall,
John Robinson, Tara Bachstein

It was moved and seconded (Harris/Peck) to approve the minutes of the August 4, 2016 meeting of the Decatur City Plan Commission. Motion carried with Ed Harris abstaining from the vote.

New Business

Cal. No. 16-32	Petition of R & H Decatur, LLC, to rezone property located at 4967 EAST LOST BRIDGE ROAD from R-1 Single Family Residence District to B-2 Commercial District
----------------	---

Ms. Suzy Stickle was sworn in by Ms. Tara Bachstein.

Ms. Stickle presented the recommendation of staff:

The subject site located at 4967 East Lost Bridge Road is currently zoned R-1 Single Family Residence District. The approximately 13.7 acre site has multiple structures located on the site as it was the former Big Creek Stables.

The petitioner proposes to rezone from R-1 Single Family Residence District to B-2 Commercial District that would allow for all those uses permitted in the B-2 District.

Rezoning the site from R-1 Single Family Residence District to B-2 Commercial District should not create any adverse effects on the adjacent properties or the City as a whole as the uses to the east, west and south are compatible with the permitted uses of the B-2 Commercial District.

The subject site is located at a signalized intersection of a state route and a collector road which is conducive to commercial development. The highest and best use of this site is commercial.

The adjacent zoning includes R-1 Single Family Residence District to the south and west and Macon County to the north and the Village of Long Creek to the east. The adjacent uses include single family residence to the north, commercial to the east and undeveloped/open space areas to the south and west. Although the Macon County and Decatur Comprehensive Plan shows this area as open space, the potential for continuation as open space/park is low as the Park District is no

longer the owner of the property. A commercial use at this site located at this signalized intersection is an appropriate use for this property. The proposed zoning and permitted uses are compatible with adjacent uses.

Staff recommends approval of the rezoning.

Section XXIX. of the City of Decatur Zoning Ordinance requires the Plan Commission to hold a public hearing on a rezoning request, and then forward its report and recommendation to the City Council for final approval. A motion to forward Calendar Number 16-32 to the City Council with a recommendation for approval is suggested.

Mr. Bill Clevenger entered the meeting at 3:03 P.M.

Mrs. Mary Cave, representative, was sworn in by Ms. Bachstein.

Mrs. Cave stated, as staff reported, the property was formally Big Creek Stables owned by the Park District and it is now privately owned. The petitioner would like to rezone the property to allow for uses that are allowed in the B-2 District. The proposed rezoning is consistent with the area.

There were no questions and no objectors present.

It was moved and seconded (Harris/Peck) to forward Calendar No. 16-32 to the City Council with a recommendation for approval. Motion carried unanimously.

Cal. No. 16-33

Petition of GW PLAZA, LLC, to amend the PD
Planned Development District located at 1312 NORTH
WATER STREET

Ms. Stickle stated the petitioner wishes to withdraw the petition.

There being no further business, it was moved and seconded (Peck/Newton) to adjourn the meeting. Motion carried unanimously. Chairman Livingston declared the meeting adjourned at 3:06 P.M.



Kent Newton, Secretary
Decatur City Plan Commission

City Clerk

DATE: 9/19/2016

MEMO: 2016-20

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Approving Reappointment - Human Relations Commission

SUMMARY RECOMMENDATION: Staff request that Council pass the proposed Resolution approving the appointment of Bob Whitten to the Human Relations Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the reappointment by the Mayor of the following named as a member of the board or commission set opposite his respective name, to serve a term expiring upon the date set opposite his respective name or until his respective successor is appointed and qualified:

Bob Whitten

Human Relations Commission

08/01/2019

DATED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2016-_____
RESOLUTION APPROVING REAPPOINTMENT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That consent of the Council be, and it is hereby, given to the reappointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby reappoint the named in the foregoing request by you approved as therein requested.

DATED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 9/19/2016

MEMO: 2016-21

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Approving Appointment - Civil Service Commission

SUMMARY RECOMMENDATION: Staff request that Council pass the proposed Resolution approving the appointment of Sheri Wallace-Hagen to the Civil Service Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite her respective name, to serve a term expiring upon the date set opposite her respective name or until her respective successor is appointed and qualified:

Sheri Wallace-Hagen

Civil Service Commission

07/20/2017

DATED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2016-
RESOLUTION APPROVING APPOINTMENT

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2016-_____

**RESOLUTION REGARDING HALLOWEEN
TRICK OR TREAT HOURS**

WHEREAS, the Council recognizes that the Halloween activity commonly known as trick or treat is one of long standing tradition in the community; and,

WHEREAS, the Council also recognizes that past experience has shown that there can be risks attendant thereon particularly to children; and,

WHEREAS, the Council has been made aware of many organized activities and events being made available in the community as substitutes to be engaged in on Halloween in lieu of trick or treat; and,

WHEREAS, the Council is reluctant to address such risks by totally prohibiting trick or treat, believing instead that if proper care, caution and supervision are exercised said risks can be greatly reduced and curtailed.

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

Section 1. That the Council does hereby urge those children and those responsible for them and their safety who choose to engage in the trick or treat activity that said activity be confined to the evening of October 31st between the hours of 6:00 p.m. and 8:00 p.m., and that such be done so as to accord with the suggestions and practices set out on the list thereof attached hereto.

PRESENTED AND ADOPTED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

HALLOWEEN

TRICK OR TREAT

- 1) The activity is to be confined to one evening only, October 31, 2016, between the hours of 6:00 p.m. and 8:00 p.m.
- 2) Children should be accompanied by responsible adults.
- 3) The activity should be confined to the neighborhood of the residence of the participants.
- 4) Only wrapped and sealed treats should be given or accepted.
- 5) Children are asked not to consume treats during the trick or treat period and that all treats be inspected by a responsible adult prior to consumption.
- 6) Calls should be made only at residences where porch or other exterior lights have been turned on as a sign of hospitality.
- 7) Costumes when worn should be highly visible, of nonflammable material so constructed as not to interfere with the vision or mobility of the wearer.
- 8) Basic pedestrian safety rules should be obeyed.

Development Services

DATE: 9/23/2016

MEMO: 16-39

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Billy Tyus, Assistant City Manager
Suzan Stickle, Senior Planner

SUBJECT: Amendments to Zoning Ordinance (Ordinance #3512, as amended)

SUMMARY RECOMMENDATION:

Staff recommends approval of the amendments to the City of Decatur Zoning Ordinance (Ordinance #3512, as amended) as proposed. The City Plan Commission voted 6-0 to recommend approval of this petition at the September 23, 2016 meeting; the minutes of the meeting are attached.

BACKGROUND: This proposed amendments is to clarify how the floor area is calculated in the definition of Accessory Building, Structure or Use. The definition will change so that the aggregate ground floor area of all accessory buildings does not exceed the ground floor area of the main building. Previously the ordinance read that the gross floor area of all accessory structures could not exceed the ground floor area of the main building which was not in keeping with the intent of the requirement.

POTENTIAL OBJECTIONS: There were no known objectors at the Plan Commission Meeting.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Any additional questions may be forwarded to Suzan Stickle at 424-2786 or at ssickle@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
ordinance	Ordinance

ORDINANCE NO. _____

**ORDINANCE AMENDING ZONING ORDINANCE
- SECTION II. DEFINITIONS -**

WHEREAS, on the 23rd day of September, 2016 upon due notice, the Decatur City Plan Commission held a public hearing on the petition of Billy Tyus, Assistant City Manager, to modify and amend the Zoning Ordinance of the City of Decatur, the same being Ordinance No. 3512, as amended, by amending Section II. DEFINITIONS thereof, so that said Sections II. as modified and amended shall provide as set forth herein.

II. Definitions

...

ACCESSORY BUILDING, STRUCTURE OR USE: A building or use which (a) Is subordinate to, and serves a principal building or principal use, and is located on the same lot as said principal building or use; and (b) Is subordinate in height, extent, and purpose to the principal building or principal use served; (c) The aggregate ground floor area of all accessory structures does not exceed the ground floor area of the main building, except that a minimum gross area of 750 square feet for such accessory building or aggregate areas of two or more buildings shall be permitted; and (d) Is naturally and normally incidental to that of the dominant use of the main building or land. A distance of eight (8) feet shall separate an accessory structure and the main structure or other accessory structure.

WHEREAS, the Decatur City Plan Commission did report its findings and did recommend that said petition be granted and that the Zoning Ordinance be so modified and amended.

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

Section 1. That the report and recommendations of the Decatur City Plan Commission be, and the same are hereby, received, placed on file and approved.

Section 2. That the Zoning Ordinance of the City of Decatur be, and the same is hereby, amended and modified at Section II. as set forth herein.

Section 3. That the City Clerk be, and she is hereby, authorized and directed to cause this ordinance to be published in pamphlet form.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of October, 2016.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this ____ day of _____, 2016.

CITY CLERK

ADDITIONS AND DELETIONS
- ZONING ORDINANCE -

SECTION II.

Definitions

ACCESSORY BUILDING, STRUCTURE OR USE: A building or use which (a) Is subordinate to, and serves a principal building or principal use, and is located on the same lot as said principal building or use; and (b) Is subordinate in height, extent, and purpose to the principal building or principal use served; (c) The aggregate ~~gross~~ ground floor area of all accessory structures does not exceed the ground floor area of the main building, except that a minimum gross area of 750 square feet for such accessory building or aggregate areas of two or more buildings shall be permitted; and (d) Is naturally and normally incidental to that of the dominant use of the main building or land. A distance of eight (8) feet shall separate an accessory structure and the main structure or other accessory structure.

	City of Decatur, Illinois					
	PETITION FOR REZONING					
	<i>Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois</i>					
	Economic and Urban Development Department One Gary K. Anderson Plaza Decatur, Illinois 62523-1196					424-2793 FAX 424-2728

Please Type

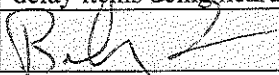
SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Billy Tyus				
Address	#1 Gary K. Anderson Plaza				
City	Decatur	State	Illinois	Zip	62523
Telephone	217-424-2793	Fax		E-mail	btyus@decaturil.vgov
Property Owner					
Address					
City		State		Zip	
Telephone		Fax		E-mail	
Representative					
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION						
Street Address	N/A					
Legal Description	N/A					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	☐ SF ☐ AC					

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Other:	Amend Zoning Ordinance (Ord. #3512, as amended)					

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
Proposed amendments will make clarifications in definitions and when an affected property owner can agree not have a minimum distance to an electronic message unit and/or a required buffer yard.	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
The amendments for signage will allow for affected property owners to agree to allow a distance of less than 100 feet between a sign and residential property if they feel it is appropriate in their particular situation(s). The buffer yard can also be waived with written agreement between affected property owners if they feel it is appropriate in their particular situation(s). The clarification for the definition of accessory building, structure or use clarifies how this has been interpreted and enforced for many years.

SECTION FIVE: CERTIFICATION	
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.
Petitioner's Signature	
Date	September 1, 2016

NOTES:	
- Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. - Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. - In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. - All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.	

OFFICE USE ONLY	
Date Filed	
By	

ADDITIONS AND DELETIONS
- ZONING ORDINANCE -

SECTION II.

Definitions

ACCESSORY BUILDING, STRUCTURE OR USE: A building or use which (a) Is subordinate to, and serves a principal building or principal use, and is located on the same lot as said principal building or use; and (b) Is subordinate in height, extent, and purpose to the principal building or principal use served; (c) The aggregate ~~gross-ground~~ floor area of all accessory structures does not exceed the ground floor area of the main building, except that a minimum gross area of 750 square feet for such accessory building or aggregate areas of two or more buildings shall be permitted; and (d) Is naturally and normally incidental to that of the dominant use of the main building or land. A distance of eight (8) feet shall separate an accessory structure and the main structure or other accessory structure.

SECTION XXV.B.2.

Signage-Generally-Flashing Signs

Signs employing exterior brilliant, intermittent, rotating or flashing lights, including electronic message unit signs, shall not be permitted within 100 feet of the boundary of any "R" District. This requirement shall be waived with a written agreement between the owner of the property in which the sign is located and the owner(s) of any residentially zoned property within 100 feet of said sign. Such an agreement between all owners of the affected properties shall be recorded at the Office of the Macon County Recorder on all properties which will be affected by this agreement and shall be filed with the City of Decatur's Planning and Building Services Department. The agreement shall not be modified or terminated without the consent of all parties nor without notification to the City of Decatur's Planning and Building Services Department not less than 30 days prior to any planned date of modification or termination. Modification or termination of the agreement voids the waiver.

SECTION XXV.B.9.b.

Signage-Generally-Electronic Message Unit Signs

Electronic message unit signs located in O-1, B-1, B-2, B-3, B-4, M-1, M-2 and PD districts may not be located within one-hundred (100) feet of the boundary of any residentially-zoned district or residential use. Electronic message unit signs in any residentially-zoned district may not be located within one-hundred (100) feet of the property and/or lot line of any residential use. This requirement shall be waived with a written agreement between the owner of the property in which the electronic message unit sign is located and the owner(s) of any residentially zoned property and/or owner(s) of any property with a residential use within 100 feet of said sign. Such an agreement between all owners of the affected properties shall be recorded at the Office of the

Macon County Recorder on all properties which will be affected by this agreement and shall be filed with the City of Decatur's Planning and Building Services Department. The agreement shall not be modified or terminated without the consent of all parties nor without notification to the City of Decatur's Planning and Building Services Department not less than 30 days prior to any planned date of modification or termination. Modification or termination of the agreement voids the waiver.

SECTION XXVIII.E.3.

Landscaping and Exterior Lighting-Determination of Requirements-Buffer Yards

Whenever a side or rear yard in the R-6, O-1, B-1, B-2, B-3, M-1, M-2, M-3 or PD districts abuts, or, in the absence of an alley, would abut, any R-1, R-2, R-3, or R-5 district or any residential use in the city limits or neighboring jurisdiction, a buffer yard shall be required. This requirement shall be waived with a written agreement between the owner of the property in which the buffer yard would be required for said side or rear yard and the owner(s) of any impacted residentially zoned property and/or impacted property with a residential use. Such an agreement between all owners of the affected properties shall be recorded at the Office of the Macon County Recorder on all properties which will be affected by this agreement and shall be filed with the City of Decatur's Planning and Building Services Department. The agreement shall not be modified or terminated without the consent of all parties nor without notification to the City of Decatur's Planning and Building Services Department not less than 30 days prior to any planned date of modification or termination. Modification or termination of the agreement voids the waiver.

STAFF REPORT
Decatur City Plan Commission

COMMON NAME: City of Decatur Zoning Ordinance

GENERAL INFORMATION

Hearing Date	September 23, 2016
Calendar No.	16-29
Requested Action	Amendments to Zoning Ordinance (Ordinance #3512)
Petitioner	Billy Tyus, Assistant City Manager

BACKGROUND

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Since the time of adoption, Staff has discovered certain necessary changes, discrepancies and omissions as the new ordinance has been implemented, specifically in SECTION II. Definitions, SECTION XV. Signage and SECTION XVIII. Landscaping and Exterior Lighting. It is Staff's hope that these changes and clarifications will make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment all the while keeping the charge of making Decatur a beautiful place to live, work and play.

The proposed amendments will make clarifications in definitions and when an affected property owner can agree not have a minimum distance to an electronic message unit and/or a required buffer yard.

DESCRIPTION

One of the proposed amendments is to clarify how the floor area is calculated in the definition of Accessory Building, Structure or Use. The definition will change so that the aggregate ground floor area of all accessory buildings does not exceed the ground floor area of the main building.

The proposed amendments to the Signage section will allow electronic message units, and other signs with exterior brilliant lighting, intermittent, rotating or flashing lights to be located less than 100 feet to a residential district and/or use with a recorded written agreement between the owner of the property such sign is located and the property owner(s) within 100 feet of the signage. Another proposed amendment is to allow for a recorded written agreement between property owners that would waive the requirement of a buffer yard.

STAFF RECOMMENDATION

Staff recommends approval of the amendments as proposed.

PLAN COMMISSION ACTION

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 16-29 to City Council with a recommendation of approval is suggested. The above report constitutes the testimony and recommendation of the Division of Planning and Sustainability, Department of Planning and Building Services, City of Decatur.

ATTACHMENTS

1. Petition
2. Mark Up

Excerpts from Plan Commission Meeting of September 23, 2016:

Cal. No. 16-29

Petition of BILLY TYUS, ASSISTANT CITY MANAGER, for amendments to the City of Decatur Zoning Ordinance Section II.-Definitions, Section XXV.B.2.-Signage-Generally-Flashing Signs, Section XXV.B.9.b.-Signage-Generally-Electronic Message Unit Signs and Section XXVIII.E.3.-Landscaping and Exterior Lighting-Determination of Requirements-Buffer Yards.

Ms. Stickle presented the recommendation of staff:

The current City of Decatur Zoning Ordinance was adopted in May of 2002. Since the time of adoption, Staff has discovered certain necessary changes, discrepancies and omissions as the new ordinance has been implemented, specifically in SECTION II. Definitions, SECTION XXV. Signage and SECTION XXVIII. Landscaping and Exterior Lighting. It is Staff's hope that these changes and clarifications will make the Zoning Ordinance more comprehensive and applicable to the changing built urban environment all the while keeping the charge of making Decatur a beautiful place to live, work and play.

The proposed amendments will make clarifications in definitions and when an affected property owner(s) can agree not have a minimum distance to an electronic message unit and/or a required buffer yard.

One of the proposed amendments is to clarify how the floor area is calculated in the definition of Accessory Building, Structure or Use. The definition will change so that the aggregate ground floor area of all accessory buildings does not exceed the ground floor area of the main building.

The proposed amendments to the Signage section will allow electronic message units, and other signs with exterior brilliant lighting, intermittent, rotating or flashing lights to be located less than 100 feet to a residential district and/or use with a recorded written agreement between the owner of the property such sign is located and the property owner(s) within 100 feet of the signage. Another proposed amendment is to allow for a recorded written agreement between property owner(s) that would waive the requirement of a buffer yard.

Staff recommends approval of the amendments as proposed.

Section XXIX.G. of the Zoning Ordinance requires the Plan Commission to hold a public hearing and make recommendations to the City Council on amendments to the Zoning Ordinance. A motion to forward Calendar Number 16-29 to City Council with a recommendation of approval is suggested.

Mr. Kent Newton asked if this meant that an accessory structure could not be larger than the main structure. Ms. Stickle stated the aggregate ground floor area of all accessory buildings cannot exceed the aggregate ground floor area of the main building.

There were no objectors present.

It was moved and seconded (Frantz/Harris) to forward Calendar No. 16-29 to the City Council with a recommendation for approval. Motion carried unanimously.

Mass Transit

DATE: 9/25/2016

MEMO: 05075-2

TO: Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
John Williams, Mass Transit Administrator

SUBJECT: Resolution Authorizing Execution and Amendment of the Downstate Operating Assistance Grant Agreement.

SUMMARY RECOMMENDATION: It is recommended that the Mayor and Council approve the Grant Agreement with the State of Illinois through the Illinois Department of Transportation.

BACKGROUND: The Downstate Operating Assistance Program, known as the DOAP program, has been the main funding mechanism for Decatur Public Transit. It is a grant provided by the State of Illinois through the Illinois Department of Transportation. Local match is generated through multiple revenue streams including 5307 Federal funds. This years budgeted grant amount is \$4,783,235.00

PRIOR COUNCIL ACTION: Prior Downstate Operating Grant Program agreements has been approved by City Council.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Gregg Zientara, Finance Director

STAFF REFERENCE: John Williams Mass Transit Administrator Jerry Bauer, Assistant City Manager Jerome Parker, General Manager of Operations, MV

BUDGET/TIME IMPLICATIONS: No implications

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Grant agreement	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF
FY 2017 TRANSIT OPERATING ASSISTANCE GRANT AGREEMENT WITH
ILLINOIS DEPARTMENT OF TRANSPORTATION**

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30ILCS740/2-1 *et seq.*) (“Act”) authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

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

Section 1. That the City of Decatur Illinois enter into a Downstate Public Transportation Operating Assistance Agreement (“Agreement”) with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2017 in order to obtain grant assistance under the provision of the Act.

Section 2. That the Mayor of the City of Decatur, Illinois, and she is hereby, authorized and directed to execute the Agreement or its amendments(s) on behalf of the City of Decatur Illinois for such assistance for fiscal year 2017.

Section 3. That the Mass Transit Administrator of the City of Decatur, Illinois, is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2017.

Section 4. That while participating in said operating assistance program the City of Decatur, Illinois, shall provide all required matching funds

PRESENTED AND ADOPTED this 3rd day of October, 2016.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk



Illinois Department of Transportation

Office of Intermodal Project Implementation / Bureau of Transit
69 West Washington Street / Suite 2100 / Chicago, Illinois 60602

September 8, 2016

John Williams
Mass Transit Administrator, DPTS
City Of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62563

RE: FY2017 Uniform Grant Agreement for the Downstate Operating
Assistance Program
Grant No: OP-17-08-IL, Agreement No. 4724

Dear Mr. Williams:

The Illinois Department of Transportation, Office of Intermodal Project Implementation has received your agency's Fiscal Year 2017 Downstate Operating Assistance Program (DOAP) Application. The Department is conditionally approving the information contained herein pursuant to Section 740/2-11 of the Downstate Public Transportation Act (30 ILCS 740, Article II).

As you are aware, the State of Illinois has been implementing provisions of the Grant Accountability and Transparency Act (GATA). Since grantee registration began July 1, 2016, some agencies have had several of their offices register. These multiple registrations have impeded completion of GATA required Internal Control Questionnaires (ICQ) and Programmatic Risk Assessments (PRA). Agencies should thus have only one of their offices register for the whole agency. While these GATA requirements are only partially completed, completion is still required.

The Department is transmitting your agency's FY17 Notice of State Award (NOSA), and the FY17 Downstate Operating Assistance Program Agreement for partial execution so funding is not delayed any longer. The NOSA contains grantee specific project requirements that are based on the scores from the ICQ and the PRA that were completed. The NOSA will need to be signed and returned along with the contract.

The Agreement provides an estimated Downstate Operating Assistance Program (DOAP) amount based on the budget provided in your agency's application up to the maximum amount of the FY17 State Appropriation in Public Act 099-0524. Please submit two partially executed Agreements to the Department. Please remember to include the required Opinion of Counsel and acceptable board resolution with your partially executed Agreements. Without these documents, the Department cannot fully execute your Agreement.

September 8, 2016
Page 3

The partially executed agreements should be returned to:

Mr. Glenn Groesch, Section Chief, Southern Transit Operating Programs.
IDOT, Office of Intermodal Project Implementation
2300 S. Dirksen Parkway, Room 339
Springfield, IL 62764

You may include your 1st quarter advance pay requests with these Agreements. The Department will process the requests and will have them ready for payment once the Department fully executes the Agreement and the State Comptroller fully obligates the funds.

Upon receipt of the partially executed Agreements, the Department will secure the necessary signatures, and return a fully-executed Agreement for your files.

Should you have any questions regarding this agreement, please contact:

Glenn Groesch at (217)524-2156 or by email at Glenn.Groesch@illinois.gov .

Sincerely,

A handwritten signature in black ink, appearing to read "John J. Marrella", with a large, stylized flourish at the end.

John J. Marrella,
Bureau Chief of Transit Operations

Enclosures

GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND
The City of Decatur

The Department of Transportation (Grantor), with its principal office at 2300 Dirksen Parkway, Springfield, Illinois 62764, and The City of Decatur (Grantee), with its principal office at 1 Gary K. Anderson Plaza, Decatur IL 62563 and hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 075-613-000 is Grantee's correct DUNS number, that 376001308 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a (check):

- | | |
|--|---|
| ☐ Individual | ☐ Nonresident Alien |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes Not For Profit) | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Medical Corporation | ☐ D = disregarded entity |
| ☒ Governmental Unit | ☐ C = corporation |
| ☐ Estate or Trust | ☐ P = partnership |
| ☐ Pharmacy-Non Corporate | |

1.2. Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be \$ 4,783,235, of which \$ 0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

This Agreement is based on the Uniform Grant Agreement required under GATA and will be different than the contracts we have disseminated in the previous fiscal years. Please review it carefully, print two single sided copies of the attached Agreement, and have the agency's (grantee) authorized representative complete the following for both copies:

- Verify your agency's correct DUNS Number and FEIN Number in Section 1.1 on page 1.
- Sign his/her name, date the signature, print his/her name, print his/her title, provide his/her e-mail address under GRANTEE NAME in Section 1.6 page 2.
- Complete the Grantee's Authorized Representative Table and if applicable the Grantee Program Compliance Oversight Monitor (Rural recipients) Table which is Exhibit D, on page 27.
- Attach a sheet labeled Exhibit G which includes the information required from your Agency under Exhibit G and insert that document behind page 30.
- Grantee's authorized representative must Sign, date, print his or her name and provide title on page 39.
- Have your grantee's attorney complete Part 2, Attachment 1, Opinion of Council on page 40 including review of grant specific information in the body of the Opinion and sign and date after reviewing the agreement and Grantee's eligibility under the program.
- Complete Part 2, Attachment 2, Board Resolution on page 41 including all required grant specific information in the body of the resolution and complete the signature block as appropriate.
- Sign, date, and provide the title of the signatory on Part 2, Attachment 3, Drug Free Work Place Certification on pages 42 and 43.
- Sign, date, and provide the title of signatory on Part 3, Attachment 1, Certification by Grantee Not to Engage in School Bus Operations.
- Review Part 3, Attachment 2, Uniform Budget, Complete Section A Indirect Cost Rate Information, sign Section B Certification, and provide the title of both the signatory and the CFO (or equivalent), and do not date. Also complete FFATA Data Collection Form on Part 3, Attachment 2, Uniform Budget.
- Return both copies of the above, with original signatures, to the Department. Be sure to include complete Opinion of Counsel and board resolution forms authorizing this grant agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the Federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 494-80-1141.

1.4. Term. This Agreement shall be effective on July 1, 2016 and shall expire on June 30, 2017, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Transportation

By: _____

Signature of [Head of Grantor]

Date: _____

Printed Name: Randall S. Blankenhorn

Printed Title: Secretary

Designee

By: _____

Signature of Designee

Date: _____

Printed Name: Beth McCluskey

Printed Title: Director, Office of Intermodal

Project Implementation

City of Decatur

By: [Signature]

Signature of Authorized Representative

Date: 9.23.16

Printed Name: John Williams

Printed Title: Mass Transit Administrator

E-mail: JWilliams@DecaturIL.gov

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing under the laws of the State in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees to hold harmless Grantor when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8). All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *See also* 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. **Scope of Grant Activities/Purpose of Grant.** Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. **Scope Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is

necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit H. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

- (a) This Paragraph 7.2 applies only to:
 - (i) A Grantee who charges, or expects to charge, any Indirect Costs; and
 - (ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The Federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and

subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit H** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.11. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

**ARTICLE VIII
REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all

applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any officer, director, partner or other managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment,

materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and

(f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. **Improper Influence.** Grantee certifies that no Grant Funds have been paid or will be paid by or on

behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person

as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as

warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit H. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial

Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act

Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

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15.3. Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. For Profit Entities. A For-Profit entity that expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year is required to have a Program-specific audit conducted in accordance with 2 CFR 200.507. The Program-specific audit must be completed and the reporting required by 2 CFR 200.507 must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier. A For-Profit entity that expends less than \$750,000 in Federal Awards during its fiscal year, but receives between \$300,000 and \$499,999 in Federal and State Awards combined must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); a For-Profit entity that expends between \$500,000 and \$749,999 in Federal and State awards combined must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). The For-Profit entity shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

ARTICLE XVI TERMINATION; SUSPENSION

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false

representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant

Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

i. Grantor expressly authorizes them in the notice of suspension or termination; and

ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, senior management, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
REORGANIZATION AND BOARD MEMBERSHIP**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Agreement Disclosure. Grantee shall fully disclose, in Exhibit G, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s); and
- (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted Exhibit G.

20.2. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI
CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by

Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

25.1. Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the State of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

**ARTICLE XXVI
MISCELLANEOUS**

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through H, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may

rely for the purpose of denial of such a right or remedy to Grantor.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

PROJECT DESCRIPTION

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by Grantor, and in accordance with the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.)(*"Act"*), the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to Grantor. The Grantee shall provide all required local matching funds necessary to meet the obligations of operating general public transit service which are not covered by funds provided under the Act.

EXHIBIT B

DELIVERABLES OR MILESTONES

- A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this grant agreement.
- B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.
- C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
- D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
- E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.
- F. When required by the Grantor, the Grantee shall prepare and submit cost allocations plans.

EXHIBIT C

PAYMENT

The Grantor shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to the Grantee upon the timely receipt of quarterly expense and revenue submitted on the Grantor's prescribed forms. Payments will be processed upon the Grantor determining if and to what extent the request is eligible for operating expenses incurred in conformity with Grantee's approved application and the Act.

Grantees shall have the flexibility to request:

- A. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or
- B. a reimbursement for actual quarterly expense and revenue incurred; or
- C. a combination of both.

Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests. These adjustments shall be shown and all subsequent pay requests.

Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee. Furthermore the Grantor may request reimbursement of a portion of or all payments in the case of overpayment or fraud.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Glenn Groesch
 Title: Section Chief, Southern Region Transit Ops
 Address: 2300 S. Dirksen Parkway, Room 339. Spfld.
 Phone: 217-524-2156
 TTY#: _____
 Fax#: _____
 E-mail Address: Glenn.Groesch@Illinois.gov

GRANTEE AUTHORIZED REPRESENTATIVE

Name: John Williams
 Title: Mass Transit Administrator, DPTS
 Address: 1 Gary K. Anderson Plaza, Decatur, IL 62563
 Phone: 217-424-2820
 TTY #: _____
 Fax #: _____
 E-mail Address: jwilliams@decaturil.gov
 Additional Information: _____

**(Rural Recipients Only) GRANTEE PROGRAM
COMPLIANCE OVERSIGHT MONITOR**

Name: _____
 Title: _____
 Address: _____
 Phone: _____
 TTY #: _____
 Fax #: _____
 E-mail Address: _____
 Additional Information: _____

EXHIBIT E
PERFORMANCE MEASURES

The Grantees should:

- 1) Submit accurate and timely reports required by this program.
- 2) Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:
 - A. Financial Management Reviews;
 - B. Compliance Reviews;
 - C. Audits;
 - D. Grantor policy changes;
 - E. Public Complaint Process;
 - F. and/or as directed by the Grantor to remain in compliance with grant requirements.
- 3) Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.

EXHIBIT F

PERFORMANCE STANDARDS

Performance Standards shall include:

- 1) Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C. As well as Public Transportation Accounts (PTA) account reports.
- 2) Timeliness of corrective actions will be determined on a case by basis dependent on the urgency to which an issues needs to be addressed. This may be determined by the Grantor, a third part retained by the Grantor, or coordination between the Grantor and the Grantee.
 - A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this grant agreement.
 - B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.
 - C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
 - D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
 - E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.
 - F. When required by the Grantor, the Grantee shall prepare and submit cost allocation plans.

EXHIBIT H
SPECIFIC CONDITIONS

Quality of Management Systems (2 CFR 200.302)

- Conditions:
 - Grantee shall submit a quarterly OP-4 form in addition to other required quarterly reports.
- Corrective Action:
 - Implementation of new or enhanced internal control and management systems, mitigating controls or a combination of any of the aforementioned.

Financial Reporting (2 CFR 200.327)

- Conditions:
 - Grantee shall submit a quarterly OP-4 form in addition to other required quarterly reports.
- Corrective Action:
 - Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place.

Cost Principles (2 CFR 200.400)

- Conditions:
 - Grantee shall request additional prior approvals for any costs that deviate from submitted budget before any expense is incurred, and submit monthly OP-10C reports in addition to other required quarterly reports.
- Corrective Action:
 - Implementation of additional controls for reviewing and approval of expenditures.

Procurement Standards

- Conditions:
 - Grantee shall seek additional prior approvals with regard to procurement, and Grantee will acquire technical support in the form of required training.
- Corrective Action:
 - Implementation of corrective action to enhance the sub-recipient's monitoring and management of procurements.

EXHIBIT G

STATE AGENCY CONTRACTS

For each contract or other agreement to which Grantee is a party with any other State agency, state:

- A. The name of the State agency;
- B. The number of the contract(s) or other agreement(s);
- C. The estimated amount of the contract(s) or other agreement(s);
- D. The term of the contract(s) or other agreement(s);
- E. The nature or purpose of the contract(s) or other agreement(s); and
- F. If applicable, a description of how contracts from other agencies are used in conjunction with Transit Operating contracts/funding.

Fraud, Waste and Abuse

- Conditions:
 - The grantee shall provide proof of establishing policies to address the issue and acquire required fraud awareness and ethics training.
- Corrective Action:
 - Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

Quality of management systems and ability to meet the management standards

- Conditions:
 - Medium Risk – Grantee shall submit a quarterly OP-4 form in addition to other required quarterly reports.
 - High Risk - Grantee shall submit a quarterly OP-4 form in addition to other required quarterly reports, and a monthly OP-10C report.
- Corrective Action:
 - Implementation of written policies to address gaps in management systems and operations including the potential for additional training specifically related to internal controls and program management.

Grantee shall:

- A. Provide proof that substantial steps are being taken to mitigate risk factors have been taken within 90 days from the date of the executed grant agreement or written plan to mitigate said risk factors.
- B. Submitted written plans shall provide what steps were taken, issues faced in each step, which steps were accomplished, which were not and why, what actions are currently being taken, and an estimated date as to when risk factors will be mitigated.
- C. The plan for mitigation, explanations, and estimated date may be deemed unacceptable in whole or in part at the discretion of the Grantor.

Failure to submit proof of mitigated risk factors, explanations, and/or estimated dates will be considered a material breach of this Agreement and shall result in the withholding of funds, the return of improper payments or Unallowable Costs, and may be the basis to recover Grant Funds. Grantee's failure to comply with the specific conditions outlined in this exhibit shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Department's final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review.

Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

Grantee agrees to notify the Department of any pending federal triennial review as soon as it is scheduled and to permit the Department to attend same.

ETHICS

A. Code of Conduct

1. **Personal Conflict of Interest** – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential

contractors, or parties to subcontracts. The Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

GRANTEE'S WARRANTIES

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Department:

- A. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of **Part Two Attachment 1**.
- B. a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions, in the form of **Part Two Attachment 2**.

DRUG FREE WORKPLACE

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and has signed the Drug Free Workplace Certification attached to this Agreement as **Part Two Attachment 3**.

DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

PART TWO ATTACHMENT 1

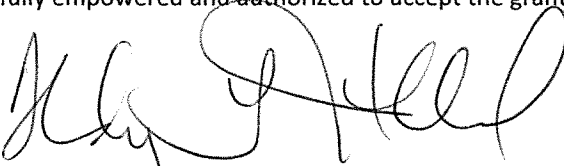
OPINION OF COUNSEL

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for the (name of applicant as shown on Public Law contract) ("Grantee"). In this capacity, my opinion has been requested regarding the eligibility of the Grantee for grant assistance under the provisions of the Downstate Public Transportation Act, 30 ILCS 740/2-1 *et seq.* ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Agreement No. , Grant No. ("Agreement") tendered by the State of Illinois ("State") to the Grantee, and I hereby find the following:

1. The Grantee is an eligible "Participant" as defined in the Act.
2. There are no provisions in the Grantee's charter, by-laws, or in the laws or rules of the State of Illinois, United States of America, or any unit of local government that preclude or prohibit the Grantee from entering into such Agreement.
3. The Grantee is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either Federal or State court, which would adversely affect the Agreement or prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based on the foregoing, I am of the opinion that the Grantee is an eligible Participant under the provisions of the Act, and that it is fully empowered and authorized to accept the grant from the State.

Signature:


(attorney's name)
(attorney's title) for (name of grantee)

Date:

9.20.16

PART TWO ATTACHMENT 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE (governing body) OF THE (name of grantee):

Section 1. That the (name of grantee) enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 20__ in order to obtain grant assistance under the provisions of the Act.

Section 2. That the (name and/or title of designee) of the (name of grantee) is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the (name of grantee) for such assistance for fiscal year 20__.

Section 3. That the (name and/or title of designee) of the (name of grantee) is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 20__.

Section 4. That while participating in said operating assistance program the (name of grantee) shall provide all required local matching funds.

PRESENTED and ADOPTED this _____ day of _____, 20____

(Signature of Authorized Official)

(Attest)

(Title)

(Date)

PART TWO ATTACHMENT 3

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

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

(b) Establishing a drug free awareness program to inform employees about:

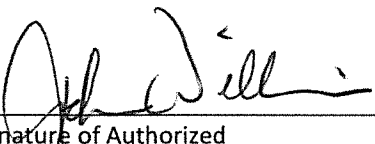
- (1) the dangers of drug abuse in the workplace;
- (2) the Grantee's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

- (d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Accepted on behalf of Decatur Public Transit
City of Decatur


Signature of Authorized
Representative

Mass Transit Administrator
Title

9.23.16
Date

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this Project:

DEFINITIONS

As used in this Agreement:

A. "AICPA" means the American Institute of Certified Public Accountants.

B. "FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor

C. "OMB" means the U.S. Office of Management and Budget.

PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the Grantor.

PROJECT BUDGET

The Uniform Budget is attached as **Part Three, Attachment 2**.

Under the Act, the Grantor enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2017, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2017, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2017 does not exceed Grantee's actual operating deficit for that year.

The Grantor has approved and agrees to make a grant in the estimated amount of \$4,783,235, subject to the limitations set forth above, the Act and the Rules.

In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2017 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

PAYMENT PROCEDURES

The Grantor shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to Grantee upon the timely receipt of quarterly expense and revenue submitted on the Grantor's prescribed forms. Payments will be processed upon the Grantor determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application and the Act.

- A. Grantees shall have the flexibility to request: an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or
- B. a reimbursement for actual quarterly expense and revenue incurred; or
- C. a combination of both.

Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests.

Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Department reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee.

ELIGIBLE OPERATING EXPENSES

Eligible operating expenses include, but are not limited to the following:

- A. employee wages and benefits;
- B. materials, fuels and supplies;
- C. rental of facilities;
- D. taxes other than income taxes;
- E. payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the Grantee complies with the Department's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
- F. non-rolling stock-equipment purchases that are less than \$10,000;
- G. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the Department under its capital grant program) associated with capital projects which are not reimbursed elsewhere;
- H. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
- I. reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS 3610/4)
- J. established reserves for self-insurance programs;
- K. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
- L. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and
- M. any other expenditure that an independent auditor retained by the Grantee's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include, but are not limited to, the following:

- A. depreciation, whether funded or unfunded;
- B. amortization of any intangible assets;

- C. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
- D. profit or return on investments;
- E. excessive payments to associated entities;
- F. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
- G. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
- H. travel and entertainment expenses incurred in attending non-public transportation-related activities;
- I. charter, school bus and sightseeing expenses as defined by the FTA;
- J. fines and penalties;
- K. charitable donations;
- L. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
- M. income taxes;
- N. that portion of any eligible operating expense for which the Grantee has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
- O. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
- P. expenses for freight haulage provided by Grantee;
- Q. any expense that is reimbursed from insurance proceeds;
- R. maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and
- S. any other expense determined by the Grantor to be inconsistent with federal regulations or requirements.

PROJECT CLOSEOUT

Upon the Grantor's receipt of the Grantee's independent audit report of the Project, the Grantor shall perform a review of the Grantee's independent audit to determine whether to approve the independent audit. Once the Grantee's independent audit has been approved by the Grantor, the Grantor shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the Grantor has made payment to the Grantee in excess of the final total amount determined by the Grantor-approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Grantor.

At the discretion of the Grantor, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Grantor notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Grantor-approved independent audit to the Grantee, or when an appropriate refund of Grant funds, as determined by the Grantor-approved independent audit, has been received from the Grantee and acknowledged by the Grantor. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Grantor. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

SCHOOL BUS OPERATIONS

Pursuant to 20 ILCS 2705/2705-605(f), Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as **Part Three Attachment 1**.

ETHANOL GASOLINE

Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

PART THREE ATTACHMENT 1

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Grantor in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Accepted on behalf of Decatur Public Trans. A
City of Decatur

[Signature]
Signature of Authorized
Representative

Mass Transit Administrator 9.23.16
Title Date