



**Monday, August 7, 2017
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

Approval of Minutes of July 17, 2017 City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Resolution to Authorize Professional Engineering Services Agreement with Chastain & Associates, LLC to Complete Design of the McKinley Sewer Rehabilitation Project, City Project 2017-22
3. Resolution Authorizing Execution of Quit Claim Deed for Property Located at 724 West Macon Street
4. Resolutions Authorizing a Professional Services Agreement with Crawford, Murphy & Tilly, Inc. and a Local Agency Agreement with the Illinois Department of Transportation for Land Acquisition for the Brush College Road Improvement Project, City Project 2009-33
5. Resolution Authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now! Funds for Land Acquisition for the Brush College Road Improvement Project, City Project 2009-33
6. Resolution to Approve Professional Services Agreement with ADS Environmental Services to Perform the Water Distribution Leak Detection Survey Project, City Project 2017-39
7. 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. Resolution Approving Reappointment - Library Board of Trustees
- B. Resolution Approving Appointments - Library Board of Trustees
- C. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way - 100 Block of North Water Street from East Main Street to South Park Street and from Prairie Avenue to East Main Street - Decatur Area Arts Council

VI. Other Business

VII. Adjournment

CITY COUNCIL MINUTES

Monday, July 17, 2017

On Monday, July 17, 2017, 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 Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn and Charles Kuhle. Seven members present. 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.

Mayor Julie Moore Wolfe asked for a moment of silence in honor of Mayor Mike McElroy who passed away two years ago on July 17th.

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

Kevin Breheny spoke in regards to issues concerning the Decatur Celebration fence. Mr. Breheny shared he was convinced that a fence is needed around the perimeter of the Celebration for all the right reasons. The Celebration had his full support.

Dr. Jeanelle Norman read a statement regarding the Decatur Celebration event and encouraged City Council to pass the use of the fence.

The minutes of the July 3, 2017 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory, and on call of the roll, Councilmen Pat McDaniel, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle, and Mayor Julie Moore Wolfe voted aye. Councilwoman Dana Ray abstained. Six ayes and one abstention. 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.

Proclamations and Recognitions:

Lt. Antonio Brown read the Proclamation proclaiming August 1, 2017 as National Night Out in Decatur, Illinois.

December 31, 2016 Audit Presentation – City Manager Tim Gleason announced the formal presentation of the 2016 Annual Audit by Hope Wheeler, CPA, Principal with CliftonLarsonAllen. Hope Wheeler gave a PowerPoint presentation of the 2016 audit reports to Council. Councilman Pat McDaniel cautioned citizens that when they review the sewer and

water fund revenue and the expenses are low, that the City is just gearing up for projects and the expenses are going to catch up. Councilwoman Dana Ray asked if Mass Transit included the money that the City is still owed by the State. Ms. Wheeler stated it would include any receivables that are due from the State.

2017-35 Ordinance Rezoning Property R-1 Single Family Residence District to M-1 Intense Commercial/Light Industrial District 3550 North 27th Street, was presented.

Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2017-90 Resolution Approving an Inter-Governmental Grant Agreement between the State of Illinois, Department of Transportation and the City of Decatur for the Decatur Supply Chain Study (City Project 2014-06 Midwest Inland Port Transportation Plan), was presented.

Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Councilman Charles Kuhle asked if the City would receive the money first before the project starts. City Manager Tim Gleason stated, yes, the City would. Councilman David Horn asked how Decatur based companies would benefit from the results of this study. City Manager Tim Gleason shared there are other opportunities in this community directly related to our transportation goals and the ongoing expansion of the Midwest Inland Port. Mayor Julie Moore Wolfe stated that we all feel that this is the right thing to do and it will bring businesses and it will help our businesses grow. This study will bring us actual data that will support what we believe.

Upon call of the roll, Councilmen Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2017-91 Resolution Approving a Professional Services Agreement between Quetica, LLC, and the City of Decatur for the Decatur Supply Chain Study, (City Project 2014-06 Midwest Inland Port Transportation Plan), was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2017-36 Ordinance Authorizing the Installation of Stop Signs at the Intersection of East Main Street and Illinois Street Facing East Main Street, was presented.

Councilwoman Dana Ray moved the Ordinance do pass; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2017-37 Ordinance Authorizing the Installation of Stop Signs at the Intersection of East North Street and North 25th Street facing North 25th Street, was presented.

Councilwoman Dana Ray moved the Ordinance do pass; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2017-38 Ordinance Granting Permanent Easement to Ameren Illinois Company for the Installation of a Gas Pipeline, was presented.

Councilwoman Dana Ray moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

Councilman David Horn asked if the City went ahead with this permanent easement, he understood that there was a fish hatchery on the property, would this impact our ability to continue with the fish hatchery. City Manager Tim Gleason shared he asked staff that question and that practice will continue. Councilman David Horn asked if Ameren would have any objections to continuing with the fish hatchery or other uses that property has had in the past. City Manager Tim Gleason stated it was his assumption that the answer would be no. Councilman David Horn asked if the City agreed to the permanent easement would Ameren have any objections to its current land usage as a fish hatchery. Project Manager Yvonne Blount, with Ameren, stated there would not be. Councilman David Horn asked if there would be any land usage that Ameren would object to that's in the normal operation of the City. Ms. Blount replied, no.

Upon call of the roll, Councilmen Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2017-39 Ordinance Granting Permanent Easement to Ameren Illinois Company for the Installation of a Gas Regulator Station, was presented.

Councilwoman Dana Ray moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

Upon call of the roll, Councilmen Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2017-92 Resolution Regarding Temporarily Closing Some Downtown Sidewalks – Decatur Celebration, was presented.

Councilwoman Dana Ray moved the Resolution do pass; seconded by Councilman David Horn.

Councilman Pat McDaniel asked for clarification about why the fence is needed at the Celebration this year. Lori Sturgill with the Celebration shared they felt there were a number of factors that the fence was solving. One factor is financial and it's also about safety and security. Kendall Briscoe shared that the Celebration was down in every single line item last year and the feedback they received last year was that people were scared to come down because of the things that were happening on a national level at festivals. Councilman Pat McDaniel shared he cannot support putting a fence around a business district. Councilwoman Lisa Gregory asked Kendall Briscoe if she thought by putting a fence around the Celebration that they were going to be able to close a financial gap that will allow them to be sustainable next year. Kendall Briscoe stated the projections they have done, they are going to make it. Councilwoman Lisa Gregory asked if the Celebration had met with the first responders and are they aware of how they can access the Celebration. Lori Sturgill stated they had met with first responders and had put plans in place so the gates can be moved very quickly and everyone at the gates are trained to do so. Councilwoman Lisa Gregory shared that she had received a lot of calls today concerning placing a gate around the Celebration, that it really highlights the difference between those that can afford to attend and those that cannot. Lori Sturgill explained that is why they kept the price at \$5.00 and kids 12 and under free. Kendall Briscoe added that the Celebration is not charging to get in the carnival area. Councilwoman Lisa Gregory asked if the Celebration requested the same hours for consumption of alcohol as they did last year. Lori Sturgill explained that there were later than what they were last year, however, that was a typo. They did not intend to ask for a later time this year. Councilman Charles Kuhle asked for more details on the mechanics of getting out of the Celebration. Lori Sturgill explained there are seven admission gates around the perimeter of the Celebration. At the end of the night they will open up entire streets to get people out at the end of the night and to bring the end loaders in to do cleanup. Should there be some kind of emergency, there will be the same kind of removal of the gates.

Shawn Horve with the Celebration shared the fence would help operations at the end of the night and he would like to see the Celebration continue to be family oriented.

Upon call of the roll, Councilmen Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Councilman Pat McDaniel voted nay. Six ayes and one nay. 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 requested Item C. be pulled. The Clerk read Items A - B:

- A. Receiving and Filing of Minutes of Boards and Commissions
- B. R2017-93 Resolution Regarding Temporary Closing of State Rights-of-Way Community Events – Shoreline Classic

Councilman Pat McDaniel moved Items A through B be approved by Omnibus Vote; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmen Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2017-40 Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way and in Central Park – Decatur Celebration, was presented.

Councilwoman Dana Ray moved the Ordinance do pass; seconded by Councilman Pat McDaniel.

Councilman Pat McDaniel motioned to amend the Ordinance to reflect that the sale of liquor will stop at 11:00 p.m. and not midnight on both Friday and Saturday nights; seconded by Councilman Charles Kuhle.

Upon call of the roll, Councilmen Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried to amend the Ordinance.

Upon call of the roll, Councilmen Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried on the Ordinance as amended.

Mayor Julie Moore Wolfe called for Other Business. Councilman Charles Kuhle shared that the 19th annual USTA Ursula Beck Pro Tennis Classic starts July 29th and goes through August 6th. Councilman Bill Faber invited the public to attend the Economic Development Forum to be held Thursday, July 27th, at 5:30 p.m., in the Council Chambers.

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

Councilman Pat McDaniel moved to recess to Study Session; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Finance Director Gregg Zientara presented the June 2017 Treasurer's Financial Report. Finance Director Gregg Zientara and City Manager Tim Gleason responded to Council members questions.

Councilman Pat McDaniel moved the regular Council meeting be adjourned; seconded by Councilwoman Dana Ray. Councilmen Pat McDaniel, Dana Ray, Bill Faber, Lisa Gregory, David Horn, Charles Kuhle and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 7:05 p.m.

Approved _____
Debra G. Bright
City Clerk

Public Works

DATE: 7/28/2017

MEMO: 2017-50

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 to Authorize Professional Engineering Services Agreement with Chastain & Associates, LLC to Complete Design of the McKinley Sewer Rehabilitation Project, City Project 2017-22

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum and other attachments relating to the Professional Engineering Services Agreement to complete the design of the McKinley Sewer Rehabilitation project.

COPY: Kevin Myers, Chastain & Associates, LLC

ATTACHMENTS:

Description	Type
2017-50 Memo	Cover Memo
2017-50 Resolution	Resolution Letter
2017-50 Location Map	Backup Material
2017-50 Agreement	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2017-50**

DATE: July 24, 2017

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 to Authorize Professional Engineering Services Agreement with Chastain & Associates, LLC to Complete Design of the McKinley Sewer Rehabilitation Project,
City Project 2017-22

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a Professional Engineering Services Agreement between the City of Decatur and Chastain and Associates LLC to complete design of the McKinley Sewer Rehabilitation Project for a fee not to exceed \$41,300.

PRIOR COUNCIL ACTION:

See Appendix A for a listing of prior Council actions.

BAINBRIDGE, GEE, MILANSKI & ASSOCIATES, INC:

Bainbridge, Gee, Milanski & Associates, Inc. (BGM) was purchased by Decatur based Chastain and Associates, LLC in May of 2017. Chastain and Associates dropped Bainbridge, Gee, Milanski & Associates name during the merger. All BGM employees were relocated to Chastain offices. It is recommended by staff to continue the critical sewer rehabilitations with Chastain and Associates, LLC due to the experienced staff for large diameter sewer rehabilitation.

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.

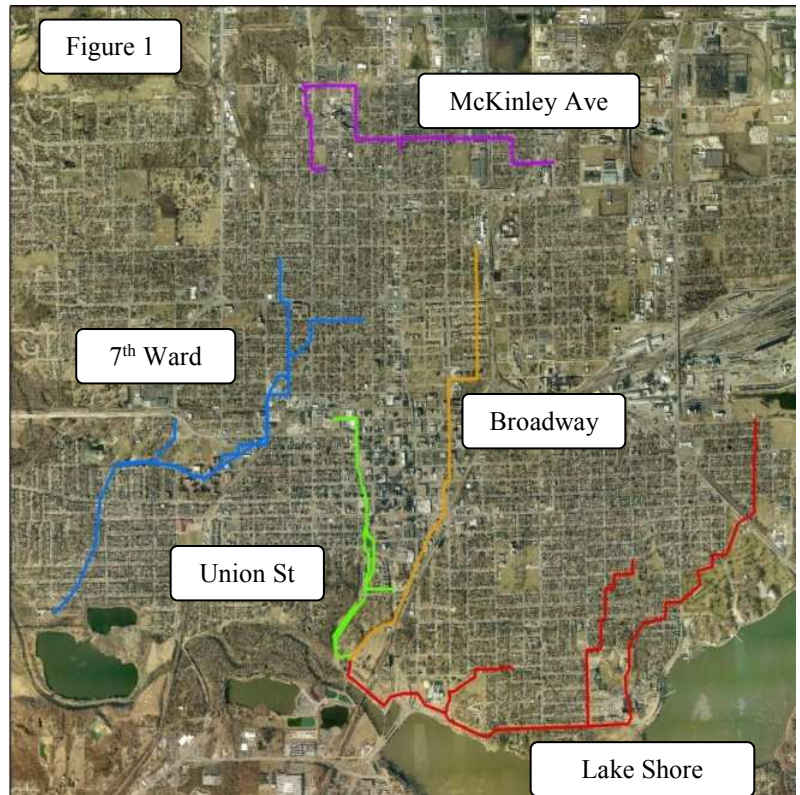
1. Critical Large Diameter Sewer Rehabilitation.
2. Sanitary Sewer Overflows Due to Inflow and Infiltration.
3. System Operation and Maintenance.
4. Small Diameter Sewer Rehabilitation.

The McKinley Sewer Rehabilitation project addresses sanitary sewer priority 1, Critical Large Diameter Sewer Rehabilitation.

BACKGROUND:

The City's large diameter critical sewers are sewers with diameters ranging from 3 to 7 feet. They are major trunk sewers that serve large areas of the City and are vital to the City's sewer system. There are 5 critical sanitary sewers that are owned and operated by the City: 7th Ward Sewer, McKinley Avenue Sewer, Union Street Sewer, Lake Shore Drive Sewer, and Broadway Sewer, see Figure 1. Failure of a critical sewer would have dire consequences for the City such as loss of service for large sections of the City, pollution of the land and our drinking water supply, very high repair costs and possibly significant private property and building damage.

The Public Works Department and BGM prepared a Critical Sewers Rehabilitation Facilities Plan which was approved by the Illinois Environmental Protection Agency (IEPA) on February 4, 2013. The Facilities Plan is a key document required for the City to apply for low interest loans from the IEPA's revolving loan program. The plan analyzes the current condition of the sewers and probable construction costs for rehabilitation using multiple construction alternatives to find the most cost efficient method. It includes an engineering study of four of the five critical sanitary sewers; Lake Shore Drive Sewer, 7th Ward Sewer, McKinley Avenue Sewer and Union Street Sewer. The summary section of the Critical Sewers Rehabilitation Facilities Plan is attached.



The Critical Sewer rehabilitation schedule is as follows:

<u>Critical Sewer</u>	<u>Expected Construction</u>
Lake Shore Drive Sewer	Completed Summer 2014
Union Street Sewer	Completed Summer 2015
7 th Ward Sewer	Started Summer 2017 Est. Completed Summer 2018
McKinley Ave Sewer	Est. Start Summer 2018

McKinley Avenue Sewer

The McKinley Avenue sewer was originally constructed circa 1930, varies in size from 27" to 72", and was originally called the North Side Interceptor. The McKinley Avenue sewer begins near the intersection of Jasper Street and Garfield Avenue and drains to the McKinley Avenue Combined Sewer Overflow facility owned by the Sanitary District of Decatur near the northwest corner of Monroe Street

Initial inspections of the sewer indicated some flow line deterioration, water infiltration through joints with some separated joints, and cracks. Figure 2 below shows some images of the sewer condition.



The total rehabilitation cost including engineering and construction inspection was originally estimated at \$583,000 in the Facilities Plan Summary. The original inspections were completed in 2008 with partial videos, some additional televised inspections were needed to finish and verify the condition. The new inspection videos used High Definition cameras that revealed greater damage in the sewers than was originally believed. Figure 3 shows the change in image from 2008 to 2014 using the high definition sewer inspection cameras.

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Figure 3. The view of the McKinley Sewer on Kellar near Central taken in 2008, (on the left) is brought into much better focus using high definition inspection cameras now available (2014 image on the right). Flow line erosion and infiltration stains are readily visible.

Table 1. Probable Cost of Union Street Sewer Rehabilitation	
<u>Description</u>	<u>Probable Cost</u>
Construction Estimate	\$7,500,000
Design Engineering Cost	\$41,300*
Construction Engineering Estimate	\$550,000
Total	\$8,091,300

* 70% of the design was completed under the combination McKinley/7th Ward Sewer Rehabilitation Design Project, CP 2015-07, at a cost of \$297,000.

The updated rehabilitation plan for the McKinley Sewer is a full structural rehabilitation whereas the original plan was to line limited segments and inject chemical grout into the remaining areas of the sewer. The City will also be investigating the use of geopolymer coatings along with Cured-in-Place pipe (CIPP) as a rehabilitation method due to the diameter of the pipe, no parallel sewer to bypass flow, the long shutdown periods required by CIPP, and the pipe location in an established neighborhood.

Design work for the McKinley Avenue sewer is to be completed in November and construction will begin the summer of 2018. As with the Lake Shore Drive Sewer, Union Street Sewer, and 7th Ward Sewer it is proposed that a low interest loan be secured through the Illinois Environmental Protection Agency to fund the design and construction costs.

Design Agreement

Staff recommends that council retain the engineering services of Chastain and Associates LLC to complete the final design of the McKinley Avenue Sewer Rehabilitation project. Chastain and Associates, LLC is a local firm that has successfully completed many sewer design projects for the City including the last three major rehabilitation projects. Chastain and Associates, LLC also has direct

experience with the City's large diameter sewers and has been involved in many large diameter sewer rehabilitation projects for the Sanitary District of Decatur. The Agreement is for a fee not to exceed \$41,300.

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: Chastain and Associates, LLC.

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

SCHEDULE: DESIGN AND CONSTRUCTION:

The design is scheduled to begin after City Council approves and a Notice to Proceed is issued. The design is expected to be completed by November. The proposed schedule will allow for the project to be bid and awarded in the spring or early summer of 2018, pending IEPA approval. Construction should begin summer of 2018 with a Fall 2019 completion.

LEGAL REVIEW: The agreement was sent to Legal for review on July 25, 2017 and was approved by Corporation Counsel on July 31, 2017.

BUDGET IMPLICATIONS:

Budget Impact: The proposed engineering services agreement with Chastain and Associates, LLC is for a cost not to exceed \$41,300. Funding for this project is from the Sanitary Sewer Fund which is supported by the sewer user charge. All design costs are reimbursable by the IEPA after the loan application is approved and construction starts. The total cost for design will be added to the total construction loan amount and repaid over the 20 year term of the loan.

Staffing Impact: Staff time is allocated to manage and review the design of the McKinley Sewer.

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

Attach: 6

cc: Chastain and Associates, LLC

Appendix A. Prior Council Action

- **October 6, 2008** – The City Council approved resolution R2008-160 authorizing \$135,000 to Bainbridge, Gee, Milanski & Associates (BGM) to prepare a master plan for the sanitary sewer system.
- **October 26, 2009** – The City Council received Council Memorandum 2009-102 that provided an update to the work being done on the Sanitary and Stormwater Master Plans.
- **June 3, 2010** – The City Council received Council Memorandum 2010-31 that provided an update on when the Stormwater Master Plan Funding Supplement, Sanitary Sewer Master Plan and Water Main Tapping Fee Update would be presented to council.
- **November 1, 2010** – The City Council met in Study Session to discuss the Big Four Projects; Water Infrastructure, Sanitary Sewer Infrastructure, Stormwater Infrastructure and the Police Department Space Needs. The Sanitary Sewer Master Plan discusses the need for rehabilitation of the City's Large Diameter Critical Sewers.
- **January 18, 2011** – The City Council approved resolution R2011-03 authorizing \$166,250 to Bainbridge, Gee, Milanski and Associates, Inc. to prepare the Critical Sewers Facilities Plan for Illinois Environmental Protection Agency (IEPA) approval. IEPA requires a Facility Plan to receive state administered loan program funds.
- **February 7, 2011** – The City Council approved Ordinance 2011-07 amending Chapter 74, Sanitary Sewer System, to provide a \$0.12 per year increase to the sewer rate each year for 5 years beginning on May 1, 2011.
- **May 7, 2012** – The City Council approved resolution R2012-96 authorizing \$390,471 to Bainbridge, Gee, Milanski and Associates, Inc. to Design the Lake Shore Drive Sewer Rehabilitation Project.
- **April 15, 2013** – The City Council approved Ordinance 2013-28 authorizing the City of Decatur to borrow funds from the Water Pollution Control Revolving Loan Fund.
- **April 15, 2013** – The City Council approved resolution R2013-36 authorizing an agreement with Bainbridge, Gee, Milanski and Associates, Inc. for a fee of \$550,000 to provide construction inspection services for the Lake Shore Drive Sewer Rehabilitation Project.
- **April 15, 2013** – The City Council approved resolution R2013-37 exempting the Lake Shore Drive Sewer Rehabilitation project from the hours of construction limitation required by Chapter 48, Section 12 of the City Code.
- **May 20, 2013** – The City Council approved resolution R2013-50 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. to design the Union Street Sewer Rehabilitation for a fee not to exceed \$198,700.

- **April 21, 2014** – The City Council approved Ordinance 2014-16 authorizing the City of Decatur to borrow funds up to \$2,608,700 from the Water Pollution Control Loan Program to cover engineering and construction costs for the Union Street Sewer Rehabilitation project.
- **April 21, 2014** – The City Council approved resolution R2014-26 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. for construction engineering and resident inspection services for the Union Street Sewer Rehabilitation project for a fee not to exceed \$204,000.
- **September 2, 2014** – The City Council approved resolution R2014-104 accepting the bid and authorizing a contract with Insituform Technologies USA, LLC for the Union Street Sewer Rehabilitation project contingent upon approval of award and loan offer from the Illinois Environmental Protection Agency. The awarded amount with contingencies was for a fee not to exceed \$2,133,811.09.
- **March 16, 2015** – The City Council approved resolution R2015-28 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. to design the 7th Ward and McKinley Sewer Rehabilitation for a fee not to exceed \$297,000.
- **June 6, 2016** – The City Council approved Ordinance 2016-30 authorizing the City of Decatur to borrow funds up to \$15,296,160 from the Water Pollution Control Loan Program to cover engineering and construction costs for the 7th Ward Sewer Rehabilitation project.
- **June 6, 2016**– The City Council approved resolution R2016-64 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. for construction engineering and resident inspection services for the 7th Ward Sewer Rehabilitation project for a fee not to exceed \$944,000.
- **January 17, 2017** – The City Council approved resolution R2017-01 accepting the bid and authorizing a contract with SAK Construction, LLC for the 7th Ward Sewer Rehabilitation project contingent upon approval of award and loan offer from the Illinois Environmental Protection Agency. The awarded amount with contingencies was for a fee not to exceed \$7,978,113.12.

RESOLUTION NO. _____

**RESOLUTION TO AUTHORIZE PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH CHASTAIN & ASSOCIATES, LLC
TO COMPLETE DESIGN OF THE
MCKINLEY SEWER REHABILITATION PROJECT
CITY PROJECT 2017-22**

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

Section 1. That the Agreement authorizing the professional engineering services for the final design of the McKinley Sewer Rehabilitation, City Project 2017-22, presented to the Council herewith between the City of Decatur and Chastain & Associates, LLC, 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 Agreement between the City of Decatur, Illinois, and Chastain & Associates, LLC, for a fee not to exceed \$41,300.

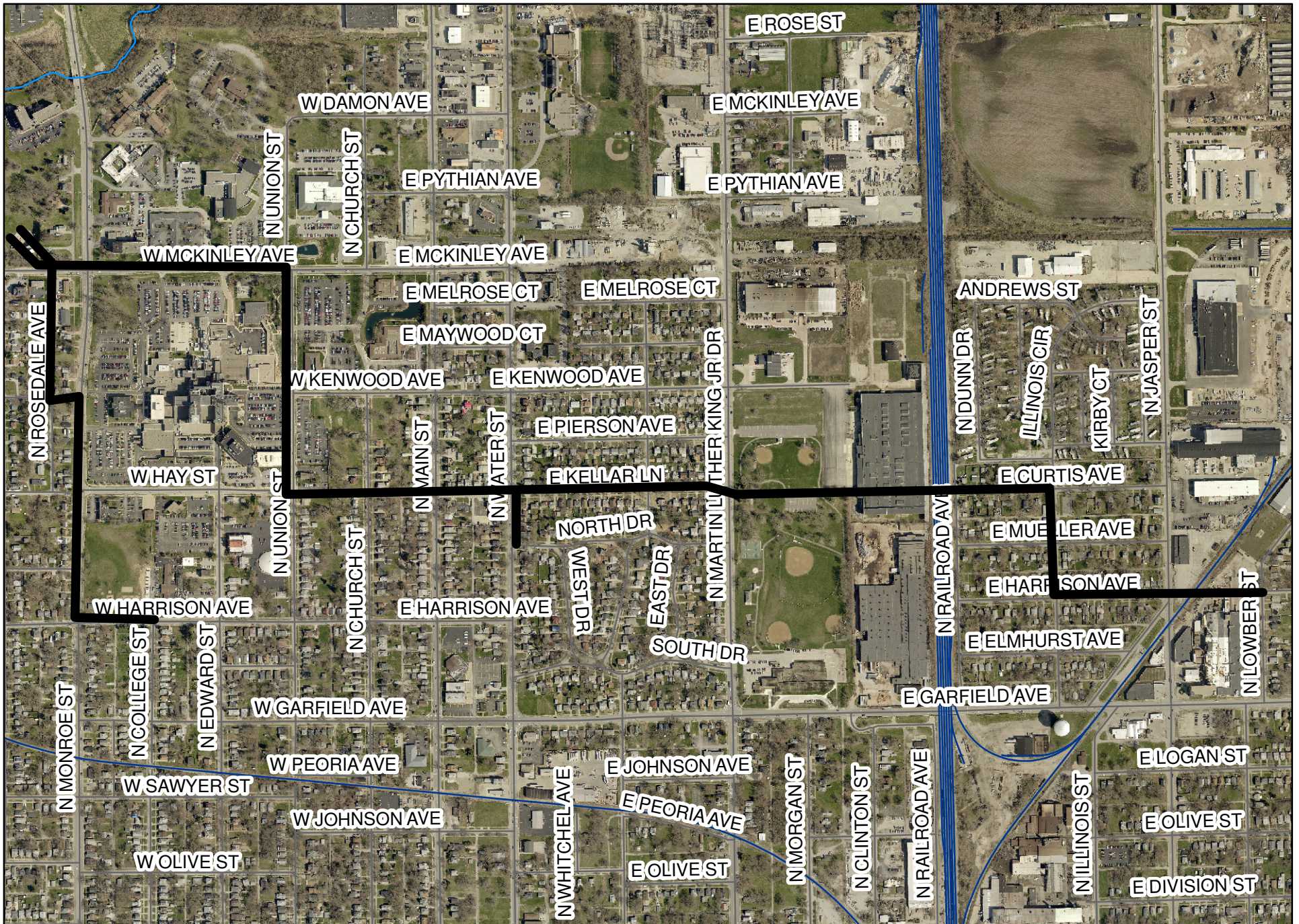
PRESENTED and ADOPTED this 7th day of August, 2017.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

McKINLEY SEWER



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:

Chastain & Associates LLC, 5 North Country Club Road, Decatur, IL 62521

_____,
("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. FINAL DESIGN PHASE.

The Consulting Engineer shall, after written authorization to proceed with the Final Design Phase:

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.
2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include 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 allowances for compensation for damages to properties and interest and financing charges.
4. Contract Document Preparation. Complete preparation of the construction contract documents. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved 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 Phases A through F an amount based on Direct Labor Costs times 3.0 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 _____, 2017

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CHASTAIN & ASSOCIATES, INC.

By:  _____
Managing Member

SCOPE OF WORK

The project shall be known as the MCKINLEY AVENUE SEWER REHABILITATION ("Project"). The Project shall consist of the design of the rehabilitation of the City-owned McKinley Avenue Sewer as outlined in the City of Decatur's Critical Sewer Rehabilitation Facilities Plan Amendment dated February 2012 by Bainbridge, Gee, Milanski & Associates, Inc., and as revised by subsequent developments. The project will be constructed as a single project, and is expected to be funded through the Illinois EPA State Revolving Fund loan program.

THE CONSULTING ENGINEER AGREES,

1. **Project Engineering Services** - To perform or be responsible for the performance of the following professional engineering services for the **CITY** in connection with the design of the proposed projects hereinbefore described:
 - a. Make such detailed surveys as are necessary for the preparation of detailed construction plans.
 - b. Prepare detailed rehabilitation construction drawings and specifications in such a manner as to permit the **CITY** to obtain construction bid prices for the above described **PROJECT**.
 - c. Prepare proposal forms, notice to bidders, and the Contract Documents.
 - d. Prepare estimate of project construction cost based on final plans and documents.
 - e. Furnish copies of the Contract Documents consisting of Construction Agreement Forms, General Conditions, Special Conditions, Detailed Construction Plans and Specifications for review by the Owner, and for submission to permitting authorities.
 - f. Incorporate **CITY's** review comments into the final set of contract documents.
 - g. Assist the **CITY** with necessary permit applications to all governmental and other authorities having jurisdiction to approve portions of the **PROJECT** such as, but not limited to, the Illinois Environmental Protection Agency, City of Decatur, Division of Water Resources, and U.S. Army Corps of Engineers.
 - h. Provide the **CITY** with assistance in obtaining project financing utilizing a loan from the Illinois Water Pollution Control Revolving Fund.
 - i. **Project Time of Performance** - To complete the engineering design services within 84 calendar days from the receipt of a "Notice to Proceed" from the **CITY**.
2. **Project Required Provisions**
 - a. The **CONSULTING ENGINEER** agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies,

equipment, construction, and services in accordance with the Water Pollution Control Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA the **CONSULTING ENGINEER** acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

- b. The **CONSULTING ENGINEER** agrees to include paragraphs c. through e. of this clause in all his contracts and all tier subcontracts directly related to project performance which are in excess of \$25,000.
- c. The **CONSULTING ENGINEER** agrees to maintain books, records, documents and other evidence directly pertinent to performance of IEPA loan work under this **AGREEMENT** consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, NY 10019; June 1, 1987). The IEPA or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The **CONSULTING ENGINEER** will provide facilities for such access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
- d. The **CONSULTING ENGINEER** agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection c. above, to the IEPA. Where the audit concerns the **CONSULTING ENGINEER**, the auditing agency will afford the **CONSULTING ENGINEER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- e. Records under subsection c. above shall be maintained and made available during performance on IEPA loan work under this **AGREEMENT** and until 3 years from date of final IEPA loan audit for the project. In addition, those records which relate to any "dispute" appeal under an IEPA loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim or exception.
- f. The **CONSULTING ENGINEER** warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the **CITY** shall have the right to annul this **AGREEMENT** without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- g. The **CONSULTING ENGINEER** certifies that the services of anyone that has been debarred or suspended under federal Executive Order 12549 has not or will not be used for planning, design and construction.
- h. The **CONSULTING ENGINEER** shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the engineer to carry out these

requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

SCOPE OF SERVICES:

Manholes

1. Perform a closed level circuit to establish the rim elevations of the manholes on the project sewers.
2. Photograph the location of each manhole. Visually inspect the manhole from the surface and note any irregularities. Measure the depth of each manhole and establish an invert elevation.
3. From record drawings and measured depths, draft a detail for each manhole.
4. Review Telescan manhole inspection logs and CCTV files. Mark up manhole drawings with defects for repair. The **CITY** shall furnish current inspection logs and CCTV files for all manholes.
5. Draft defects onto the manhole detail drawings.
6. Design the necessary repairs and rehabilitation for each manhole.
7. Draft the repairs and rehabilitation onto the detail drawings.
8. Tabulate the manhole repair and rehabilitation quantities.
9. Write technical specifications for the manhole repair and rehabilitation techniques.
10. Write special conditions/provisions for specific areas of attention.

Sewers

1. From record drawings and measured manhole invert elevations, draft a plan and profile for each sewer at an appropriate horizontal and vertical scale.
2. Review Telescan CCTV files and reports. Tabulate sewer conditions and defects. The **CITY** shall furnish current inspection logs and CCTV files for all project sewers.
3. Draft defects, sewer conditions and other information onto the sewer profile drawings.
4. Design the necessary repairs and rehabilitation for each sewer segment between manholes.
5. Draft the repairs and rehabilitation onto the sewer profile drawings.
6. Tabulate the repair and rehabilitation on a schedule of quantities.
7. Write technical specifications for each of the sewer repair and rehabilitation techniques.
8. Write special conditions/provisions for specific areas of attention.

Opinion of Probable Cost

1. An opinion of probable cost will be prepared for the project sewers.

Technical Peer Review

1. Perform an in house peer review by an engineer and technical staff who have not worked on the project.

Project Review with Client

1. As the design approaches 30% complete the engineers will meet with the **CITY** to discuss findings, progress and details of the project. When the total project reaches approximately 90%, preliminary plans will be submitted to the **CITY** for review and comment. Any comments by the **CITY** will be incorporated into the design.

Easements and Access

1. Where permanent easements or access is necessary, documents will be prepared for the **CITY's** use in obtaining such easements or access. A maximum of 4 parcels are included in this scope of work.

Permits & Signoffs

1. Construction documents will be sent to regulatory agencies for permits and approvals. These agencies will include IEPA, IDOT, State Historical Preservation and Corps of Engineers.

IEPA Loan Application

1. This scope of work assumes the project will be funded through the IEPA Revolving Loan Program. Therefore, the necessary contract documents will be included in the specifications. The engineering contract must have special provisions to qualify for loan reimbursement. The engineer must take affirmative actions before using any sub-consultants. Loan forms will be filled out for **CITY** review. The loan will require an authorizing ordinance be passed by the Council. **CONSULTING ENGINEER** can modify IEPA's model ordinance, but City Council must finalize the ordinance. The **CITY** must prove to IEPA there is a dedicated source of revenue to repay the loan. IEPA must approve the **CITY's** sewer use ordinance and user fees. The **CITY's** Legal Counsel must write an opinion on the enforceability of the ordinances. **CONSULTING ENGINEER** will assist the **CITY** by giving advice, assist in completing applications and preparing engineering supplements to the applications.

Deliverables

1. Five sets of Plans and Specifications
2. Opinion of Probable Cost
3. IEPA, IDOT, Historical Preservation, and Corps of Engineers Construction Permit Application
4. IEPA Waste Water Revolving Loan Application

Exclusions

1. Not anticipated in the project and not included in this scope of work are hydraulic modeling or analysis, archeological or historical studies, flood analysis, public meetings, or public hearings.
2. This scope of work assumes that the **CITY** will provide traffic control equipment and personnel for performing surveying and internal inspections in or adjacent to streets. The contract price shall be equitably adjusted if the **CONSULTING ENGINEER** provides traffic control on the above named streets.
3. Should the **CITY** require the contract documents to be prepared to allow for multiple divisions of work with multiple prime contractors, **CONSULTING ENGINEER's** design fees and schedule will be equitably adjusted to reflect the increased project complexity.

Project Budget Worksheet										Person Hour Cost Estimate										Direct Cost Estimate																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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Task No.	Item Description	Sheet Count	Labor Code Budget		Albers Administrative	Cave Project Manager II	Harp Project Manager II	Jenkins Surveyor II	Legner Project Engineer II	Trei Chief of Survey	Task Direct Cost	\$18.00 CADD (Hours)	\$0.565 Vehicles (Miles)																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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1.1	Initial meetings with City and staff			2		1																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
1.2	Project setup		\$302.01		0.5	0.5			1									16																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
1.3	Design meetings w/City		\$309.71	2.5		4			4									32																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
1.4	Stakeholder meetings/coordination		\$1,670.04	12		4			4									32																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
1.5	IEPA coordination		\$630.90	5		2			3																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
1.6	Financial Accountability (IEPA Requirements)		\$2,771.28	20		4			8																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
1.7	Evaluate alternative methods/materials		\$1,670.04	12		4			4																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
1.8	Advertisement		\$4,618.56	32		8			16																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Project Budget Worksheet
Project: McKinley Avenue Sewer Rehabilitation
C&A Proj No: 26-Jul-17
Date:

Labor Multiplier: 3.0
 Labor Escalation Factor: 1.00
 Total Labor Multiplier: 3.0

Person Hour Cost Estimate

Direct Cost Estimate

Task No.	Item Description	Sheet Count	Labor Code	Billing Hours	Albers Administrative	Cave Project Manager II	Harp Project Manager II	Jenkins Surveyor II	Legner Project Engineer II	Trei Chief of Survey	Task Direct Cost	\$18.00 CADD (Hours)	\$0.565 Vehicles (Miles)
5.1	IDOT			7		1		2	4			2	
5.2	Railroads			12		2		2	8			2	
5.3	IEPA ("No permit required" letter)			1			1						
5.5	QA/QC			1			1						
6 ENVIRONMENTAL SIGN-OFFS													
	Labor Subtotals			21	0	3	2	4	12	0	\$72.00	\$72.00	0
	Direct Cost												\$0.00
	Total												
6.1	Illinois Historic Preservation			1									
6.2	Categorical Exclusion			1.5		0.5		0.5				0.5	
7 FINAL PLANS													
	Labor Subtotals			2.5	0	2	0	0.5	0	0	\$9.00	\$9.00	0
	Direct Cost												\$0.00
	Total												
7.1	Administration & management			2		2							
7.2	Cover Sheet			0.5				0.5				0.5	
7.3	Summary of quantities and schedules			12				4	8			4	
7.4	Typical sections/Structures			2				2				2	
7.5	Plan & profile			4				4				4	
7.6	Area sewers			1				1				1	
7.7	Traffic control			4		2		2				2	
7.8	Misc details not anticipated			6		2		4				4	
7.9	QA/QC			6		4	2						
	Total Sheet Count	0											
	Labor Subtotals			37.5	0	10	2	17.5	8	0	\$315.00	\$315.00	0
	Direct Cost												\$0.00
	Total												
8 RIGHT-OF-WAY/PROPERTY ACCESS													
8.1	Administration & management			1						1			
8.2	Records research			2				2				2	
8.3	Data collection												
8.4	Determine existing easements			4				4				4	
8.5	Prepare Access Agreements (Assumes 4 Parcels)			8				8				8	
8.6	QA/QC			0.5						0.5			
	Total Sheet Count	0											
	Labor Subtotals			15.5	0	0	0	14	0	1.5	\$252.00	\$252.00	0
	Direct Cost												\$0.00
	Total												
Summary													
Total Project & QC/QA Personnel Hours				307									
Total Project & QC/QA Personnel Costs				\$40,120.80									
Total Project & QC/QA Direct Costs				\$1,179.20									
Total Project & QC/QA Costs				\$41,300.00									
Participation by Hours				309									
Percent of Participation by Hours				100.00%									
Personnel Cost/Hour				130.686645									
					0.5	63.5	89.5	62	92	1.5	\$1,179.20	\$1,116.00	\$45.20
					0.16%	20.55%	28.96%	20.06%	29.77%	0.49%			



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

TO:	Chastain & Associates LLC 5 North Country Club Road Decatur, IL 62521
City Project Name:	McKinley Avenue Sewer Rehabilitation
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 Paul Caswell, PE.

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____.

EXHIBIT C

PROJECT TIMELINE

(Provide a Gantt Chart of the major work elements and the project days to each completion)
Number pages "C-1", "C-2" and so on.

EXHIBIT C

MCKINLEY AVENUE SEWER REHAB

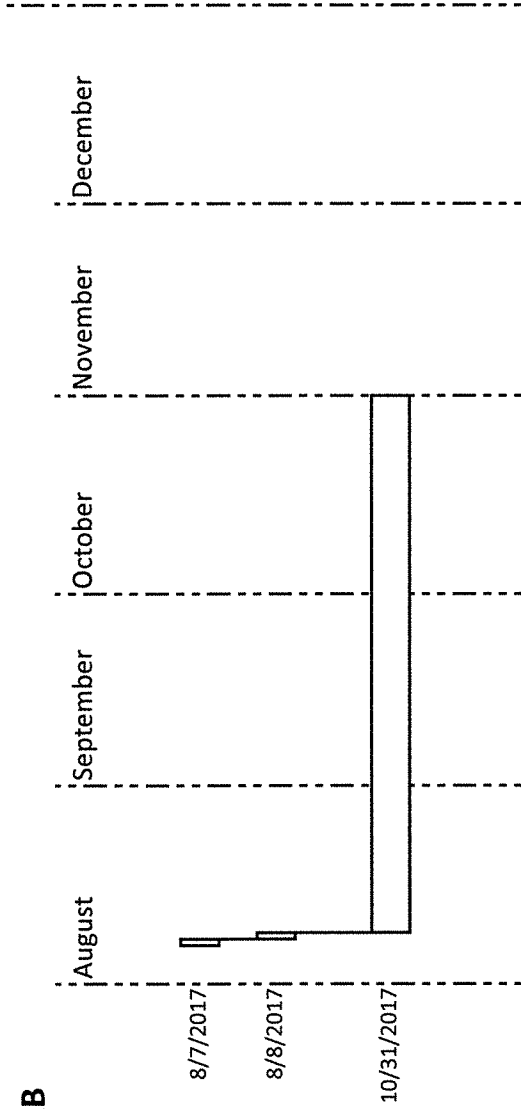
PROJECT TASK/EVENT

Contract Approval

Notice to Proceed (Engineering)

Design Completion

Timeline Total - 84 days





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 _____

Replace with Insurance Certificate(s)



CHAS&AS-01

HSCHOREY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/27/2017

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

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

PRODUCER J.L. Hubbard Insurance and Bonds 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Holli Schorey	
	PHONE (A/C, No, Ext): (217) 877-3344 3244	FAX (A/C, No): (217) 877-0795
INSURED Chastain & Associates LLC 5 N Country Club Rd Decatur, IL 62521	E-MAIL ADDRESS: hschorey@jlhubbard.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Cincinnati Insurance Company	
	INSURER B: Accident Fund Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X		EPP0291693	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			EBA0291693	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			EPP0291693	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6107018	01/01/2017	01/01/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Rented Equipment			EPP0291693	01/01/2017	01/01/2018	Limit 25,000

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

Re: McKinley Ave Project

City of Decatur and its Officers and Employees are named as additional insureds under the General Liability on a primary and non-contributory basis; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Decatur 1 Gary K Anderson Plaza Decatur, IL 62523	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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/27/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 E-MAIL ADDRESS: lbomarito@holmesmurphy.com FAX (A/C, No): 866-501-3945
INSURED Chastain & Associates LLC 5 N. Country Club Rd. Decatur, IL 62521		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 50460467 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☐ OCCUR ☐ CLAIMS-MADE						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
A	Professional Liability (Claims Made)			DPR9913082	04/13/17	04/13/18	Each claim 2,000,000 Aggregate 2,000,000

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

Re: McKinley Avenue

CERTIFICATE HOLDER City of Decatur #1 Gary K. Anderson Plaza Decatur, IL 61523 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
---	--

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. Chastain & Associates LLC. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

____ Corporation (if a Corporation, complete B)

____ Partnership (if a Partnership, complete C)

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

____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 310714576.

B. CORPORATION

The State of Incorporation is DELAWARE

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
_____ Name	_____ Company Address, Principal Office
_____ Address	_____ City, State, Zip
_____ City, State, Zip	_____ Telephone Facsimile
_____ Telephone	_____ Website

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary-Treasurer: _____

C. PARTNERSHIP OR LLC

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

Kevin E. Myers _____ 2796 US Highway 51, Clinton, IL/217.935.5941
Name Home Address & Telephone

Daniel T. Jedrzejak _____ 4143 N. Firestone Dr, Hoffman Estates, IL /847.609.4020
Name Home Address & Telephone

Curtis D. Cook _____ 2555 S. Watertown Rd., Oregon, IL/
Name Home Address & Telephone

The business address is 5 N. Country Club Road, Decatur, IL 62521

Telephone: 217.422.8544 Fax: 217.422.0398

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


Signature

Kevin E. Myers
Printed Name

Managing Member
Title

SUBSCRIBED and SWORN to before me this 28th day of July, 2017.


Notary Public



Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name: MCKINLEY AVENUE SEWER REHABILITATION		
Consulting Engineer: Chastain & Associates LLC		
Classification	Minimum	Maximum
Project Principal	\$70.00	\$72.00
Project Manager II	\$40.00	\$55.67
Project Manager I	\$46.50	\$46.50
Project Engineer II	\$36.40	\$38.50
Project Engineer I	\$33.30	\$33.30
Engineer	\$23.40	\$29.00
Chief of Survey	\$36.00	\$36.00
Surveyor II	\$33.65	\$33.65
Surveyor I	\$28.90	\$31.50
Tech IV	\$38.60	\$41.60
Tech III	\$35.00	\$35.00
Tech II	\$29.50	\$30.00
Tech I	\$17.00	\$25.90
Administrative	\$15.50	\$28.80

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:			
(Consulting Engineer Name & Address) Chastain & Associates LLC 5 North Country Club Road Decatur, IL 62521		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$41,300.00

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier	3.0	3.0	3.0
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier	1.05	1.05	1.05
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:

Development Services

DATE: 7/21/2017

MEMO: No. 17-18

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Billy Tyus, Deputy City Manager
Richelle D. Irons, Director of Neighborhood Services

SUBJECT:

Resolution Authorizing Execution of Quit Claim Deed for Property located at 724 West Macon Street to Baby Talk, a non-profit agency, for parking and facility expansion.

SUMMARY RECOMMENDATION:

Staff recommends approval of the sale of this parcel of land to Baby Talk.

BACKGROUND:

The City purchased this lot from the Macon County Trustee in November 2015 specifically for Baby Talk. Community Development Block Grant (CDBG) funds were used to perform the demolition of this property. City staff worked with HUD to coordinate the transfer of this project. HUD is aware of and supportive of the plan but only recently gave the go-ahead to make the transfer.

POTENTIAL OBJECTIONS: Staff is not aware of any objections.

STAFF REFERENCE: Should the City Council have any questions, they may contact Richelle D. Irons, Director of Neighborhood Services, at 424-2864 or e-mail riron@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Quit Claim Deed	Backup Material

RESOLUTION NO. R2017-_____

**RESOLUTION AUTHORIZING EXECUTION OF QUIT CLAIM DEED
FOR PROPERTY LOCATED AT 724 WEST MACON STREET**

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

Section 1. That the Quit Claim Deed presented to the City Council herewith between the City of Decatur and Baby Talk, a nonprofit agency, for the Sale of Property located at 724 West Macon Street as described in the attached deed for \$10 be, and the same is hereby received, placed on file and approved.

Section 2. That the City Manager be, and is hereby authorized and directed to sign said Quit Claim Deed on behalf of the City of Decatur, and furthermore that the City Manager be, and he is hereby, further authorized to cause to be done that which may appear to be appropriate to cause said real estate to be sold by and on behalf of the City of Decatur.

PRESENTED AND ADOPTED this 7th day of August 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Quit Claim Deed

Mail Tax Statement To:

TAX EXEMPT

Name of Grantor(s): **CITY OF DECATUR, ILLINOIS**, a Municipal Corporation, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys to **BABY TALK** the following described real estate, to-wit:

The East 20 feet of Lot 14 and the West 20 feet of Lot 15 Block 1 of GEORGE F. WESSEL'S ADDITION to the City of Decatur, as shown by Plat recorded in Book 80, page 525, in the Recorder's Office of Macon County, Illinois.
Township of Decatur, County of Macon, State of Illinois
Permanent Parcel No.: 04-12-15-326-026.
Property Address: 724 W. Macon St. Decatur, IL 62522

Which is situated in the **County of Macon, in State of Illinois**

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal
this _____ day of _____, 2017.

Timothy Gleason, City Manager

Documentary Stamp

Exempt under provisions of Paragraph e, Section 31-45, Property Tax Code (35 ILCS 200/31-45).

Date Buyer, Seller, or Representative

STATE OF ILLINOIS)
COUNTY OF MACON)ss

The foregoing Quitclaim Deed was acknowledged before me this _____ day of _____, 2017, by TIMOTHY GLEASON City Manager of the City of Decatur, Illinois, for the uses and purposes therein set forth, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this state.

MARY A. EATON
Recorder

Notary Public

Deed prepared by: Richelle D. Irons, City of Decatur
 #1 Gary K. Anderson Plaza
 Decatur, IL 62523
 Phone: 217.424.2727

Public Works

DATE: 7/28/2017

MEMO: 2017-48

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolutions Authorizing a Professional Services Agreement with Crawford, Murphy, & Tilly, Inc. and a Local Agency Agreement with the Illinois Department of Transportation for Land Acquisition for the Brush College Road Improvement Project, City Project 2009-33

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 services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
2. Resolution authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now! Funds for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City's Illinois Jobs Now! grant which is \$2,006,014. The agreement amount includes the payment of 100% of the land acquisition services agreement with CMT for \$168,375 and the remainder will be allocated toward property purchases.

BACKGROUND:

In April 2016, the City made a TIGER VII Grant Application for \$20 million in Federal funds to design and build the Brush College Road/Faries Parkway Grade Separation and Improvement Project. Later in July 2016, the City learned it was not selected for a grant.

In order to prepare for the next anticipated round of TIGER grants, the City asked for a debriefing from the US Department of Transportation (USDOT) to learn of short-comings in the City's grant application. Staff was advised that the most significant short-coming was that the City is not far enough along on the project to compete well against other applicants. The USDOT officials advised the City to take steps to move the project along towards

implementation including the acquisition of needed rights-of-way. The City still has access to slightly more than \$2.0 million in Illinois Job Now! Grant funds through the State of Illinois. City staff has confirmed through Illinois Department of Transportation grant administrators that the funds can be re-allocated for the purchase of rights-of-way.

Land Acquisition Services Agreement

Land acquisition using State or Federal funds or for projects that may be State or Federally funded, must adhere to strict processes under Federal law to assure fair value is received by both the City and property owner. The land acquisition agreement includes the following services:

1. Collect property data, including title reports and title insurance.
2. Perform any required land surveys and prepare right of way documents.
3. Complete cost appraisals for each property proposed for purchase.
4. Complete a review appraisal for each appraisal prepared. A review appraisal is performed by a separate appraiser to assure that a correct and fair appraisal was completed.
5. Perform property acquisition negotiations.
6. Provide relocation assistance to the property owner as needed.

The proposed fee is \$168,375, which will be paid through an Illinois Jobs Now! grant administered by the Illinois Department of Transportation.

Land Acquisition

As property acquisition prices are negotiated, it is expected that the City Council will approve each proposed purchase. The City will pay the negotiated cost using City funds and will be reimbursed through the Illinois Jobs Now! grant.

LEGAL REVIEW: The agreement was sent to Legal for review on July 20, 2017 and was approved by Corporation Counsel on July 28, 2017.

SCHEDULE: DESIGN AND CONSTRUCTION:

Land acquisition will begin upon approval of the agreement by the City Council and the Illinois Department of Transportation. The land acquisition process is fluid, but the portion funded by the Illinois Jobs Now! grant is expected to be completed by the end of 2018.

PRIOR COUNCIL ACTION:

1. **July 6, 2010** - City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an "Illinois Jobs Now!" grant from the State of

Illinois.

2. **July 6, 2010** - City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. **November 9, 2011** - City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. **November 21, 2011** - City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. **July 16, 2013** - City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** - City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. **May 18, 2015** - City council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! grant.
8. **April 17, 2017** - City Council approved Resolution R2017-47 terminating a \$2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: Crawford, Murphy & Tilly, Inc.; Illinois Department of Transportation.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The land acquisition services agreement with CMT is for \$168,375. Overall funding for land acquisition through the Illinois Jobs Now! grant is \$2,006,014.

Staffing Impact: Staff time is allocated to manage the project.

COPY: Crawford, Murphy & Tilly, Inc.

ATTACHMENTS:**Description**

2017-48 Resolution

2017-48 CMT Agreement

Type

Resolution Letter

Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
WITH CRAWFORD, MURPHY & TILLY, INC., TO PERFORM
LAND ACQUISITION SERVICES FOR THE
BRUSH COLLEGE ROAD IMPROVEMENT PROJECT
CITY PROJECT 2009-33**

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

Section 1. That the professional services agreement authorizing land acquisition services for the Brush College Road Improvement project, presented to the Council herewith between the City of Decatur and Crawford Murphy & Tilly, Inc. in the amount of \$168,375, 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 agreement between the City of Decatur, Illinois and Crawford, Murphy & Tilly, Inc., for a fee not to exceed \$168,375.

PRESENTED and ADOPTED this 7th day of August, 2017.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CITY OF DECATUR
PROFESSIONAL SERVICES AGREEMENT

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

Crawford, Murphy & Tilly, Inc.
2750 West Washington Street
Springfield, IL 62702
(217) 787-8050

("Professional Service Provider"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

The professional 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. PROFESSIONAL SERVICE PROVIDER. The Professional Service Provider shall provide professional services for the City in all phases of the Project, serve as the City's professional representative for the Project as set forth herein and shall give professional consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Professional Service Provider in accordance with generally accepted standards.
- B. NOTICE TO PROCEED. The Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider shall be the City Public Works Director or the City Public Works Director's designee as set forth in the Notice to Proceed for each phase of work.

- E. EXTRA WORK AND CHANGE ORDERS. The Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider and shall not be reimbursed by the City.

The Professional Service Provider 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. No additional work shall be accomplished or costs incurred prior to City approval.

SECTION II. BASIC SERVICES

The Professional Service Provider shall:

- A. SCOPE OF WORK. Professional Service Provider shall provide all services as described in the Scope of Work, Exhibit A.
- B. CITY'S REQUIREMENTS. Review available data and consult with the City's Representative to clarify and define the City's requirements for the Project.
- C. COMPLETION TIME. The Land Acquisition 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 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 as required.
- B. FURNISH INFORMATION. Assist the Professional Service Provider by placing at the Professional Service Provider'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 Professional Service Provider, as required for performance of the Professional Service Provider'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 Professional Service Provider may rely upon in performing the Professional Service Provider'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. Except as maybe modified by the Scope of Work, Exhibit A, arrange for access to and make all provisions for the Professional Service Provider to enter upon public and private property as required for the Professional Service Provider to perform the Professional Service Provider's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Professional Service Provider, 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 Professional Service Provider.
- 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. Except as maybe modified by the Scope of Work, Exhibit A, 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 Professional Service Provider 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 PROFESSIONAL SERVICE PROVIDER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Professional Service Provider whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Professional Service Provider's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Professional Service Provider in connection with this Project are public documents and, upon payment to the Professional Service Provider, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Professional Service Provider by the City on extensions of this Project or any other project without written permission of the Professional Service Provider shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider's experience and qualifications, but the Professional Service Provider 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 Professional Service Provider shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies shall be written on an occurrence basis.
 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 Professional Service Provider shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. The certificates shall be attached hereto as Exhibit E. The Professional Service Provider shall provide any renewal certificates of insurance automatically to the City's Representative. Upon request the Professional Service Provider shall file with the City certified copies of all insurance policies and all accompanying endorsements described under Section IV.D redacted as necessary to protect the Professional Service Provider's proprietary information. Redactions shall not alter the policy and its endorsements of insurance. The Professional Service Provider shall file certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by the City of Decatur for (project name)" indicating the City of Decatur's additional insured status. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

Further, it shall be an affirmative obligation upon the Professional Service Provider to advise the City's representative within two days of the cancellation or substantive change of any insurance policy set out under this Agreement, and failure to do so shall be construed to be a breach of this Agreement.

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.
7. Types and Limits of Insurance. The Professional Service Provider 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. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Professional Service Provider 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 Professional Service Provider.

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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider an employee or partner of the City. The Professional Service Provider 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 Professional Service Provider 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. Professional Service Provider shall indemnify and save harmless the City, 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 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, proximately caused or proximately arising out of negligent acts or omissions to act by Professional Service Provider in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Professional Service Provider or its subcontractors.

The City shall indemnify and save harmless the Professional Service Provider, 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 Professional Service Provider and including reasonable attorney's fees incurred by the Professional Service Provider or required in any way to be paid by the Professional Service Provider, in defense thereof, and shall indemnify and save harmless the Professional Service Provider 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 Professional Service Provider under the terms of the Agreement. The Professional Service Provider shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Professional Service Provider's own judgment, may be necessary for the Professional Service Provider'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.

Notwithstanding anything herein to the contrary, Contractor will not be liable to the City for any consequential, indirect, incidental, or special loss or damage suffered by the City or any third party, which are in excess of the insurance coverage amounts set forth in Section IV.D.7 hereof.

- K. COPYRIGHT ASSIGNMENT. The Professional Service Provider assigns to the City any and all of Professional Service Provider's rights under copyright laws for work prepared by the Professional Service Provider, 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 Professional Service Provider agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Professional Service Provider certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Professional Service Provider 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 Professional Service Provider so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Professional Service Provider 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 Professional Service Provider agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Professional Service Provider has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Professional Service Provider 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.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Professional Service Provider for all services rendered under Section II based on unit costs as set forth in Exhibit H hereto.
- B. SUBCONSULTANT. The City shall pay the Professional Service Provider for services and reimbursable expenses of Subconsultants engaged by the Professional Service Provider with the approval of the City's Representative, the amount billed by the Subconsultant to the Professional Service Provider times an approved multiplier of N/A %.
- C. PAYMENT FOR WORK COMPLETED
1. Monthly progress payments may be requested by the Professional Service Provider for work satisfactorily completed and shall be made by the City to the Professional Service Provider as soon as practicable upon submission of statements requesting payment by the Professional Service Provider to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Professional Service Provider prefers, the Invoice Data sheet may serve as the Professional Service Provider's invoice.
 2. The Professional Service Provider shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- D. 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 Professional Service Provider 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, Professional Service Provider also will be reimbursed for the charges of independent professional associates and consultants employed by Professional Service Provider to render Basic Services, and paid for services rendered during that phase on the basis of Professional Service Provider'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 Professional Service Provider's principals and employees engaged directly on the Project. In the event of any such termination, Professional Service Provider 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 Professional Service Provider entered into on the last date hand written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2017

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Professional Service Provider Firm

By: Stan Hansen

Stan Hansen, Vice-President-Crawford, Murphy & Tilly

Local Agency City of Decatur	LOCAL AGENCY	 Illinois Department of Transportation EXHIBIT A Preliminary Engineering Services Agreement For Federal Participation	CONSULTANT	Consultant Crawford, Murphy & Tilly, Inc.
County Macon				Address 2750 West Washington Street
Section 17-00933-00-LA				City Springfield
Project No.				State IL
Job No. R-97-007-17				Zip Code 62702
Contact Name/Phone/E-mail Address Matt Newell - City Engineer 217-424-2747 MNewell@decaturil.gov				Contact Name/Phone/E-mail Address Stan Hansen 217-787-8050 shansen@cmtengr.com

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

Project Description

Name Brush College Road Land Acquisition Route FAU 7448 Length 6390' Structure No. N/A

Termini William Street Road to Faries Parkway

Description Land Acquisition services for approximately 1.2 miles of Brush College Road reconstruction including surveys, plats and legal descriptions, appraisals, review appraisals and negotiations along with project coordination to allow the City of Decatur to complete the proposed roadway improvements with federal funding.

Agreement Provisions

I. THE ENGINEER AGREES,

- To perform or be responsible for the performance, in accordance with STATE approved design standards and policies, of engineering services for the LA for the proposed improvement herein described.
- To attend any and all meetings and visit the site of the proposed improvement at any reasonable time when requested by representatives of the LA or STATE.
- To complete the services herein described within 730 calendar days from the date of the Notice to Proceed from the LA, excluding from consideration periods of delay caused by circumstances beyond the control of the ENGINEER.
- The classifications of the employees used in the work should be consistent with the employee classifications and estimated man-hours shown in EXHIBIT A. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are indicated in Exhibit A to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
- That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated herein.
- That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of work by the STATE will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or for clarification of any ambiguities.
- That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by the ENGINEER and will affix the ENGINEER's professional seal when such seal is required by law. Plans for structures to be built as a part of the improvement will be prepared under the supervision of a registered structural engineer and will affix structural engineer seal when such seal is required by law. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the STATE.
- That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

9. The undersigned certifies neither the ENGINEER nor I have:

- a. employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT,
- b. agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
- c. paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
- d. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
- e. have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
- f. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
- g. have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

10. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LA.

11. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

12. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the project (Exhibit B).

13. Scope of Services to be provided by the ENGINEER:

- ☐ Make such detailed surveys as are necessary for the planning and design of the PROJECT.
- ☐ Make stream and flood plain hydraulic surveys and gather both existing bridge upstream and downstream high water data and flood flow histories.
- ☐ Prepare applications for U.S. Army Corps of Engineers Permit, Illinois Department of Natural Resources Office of Water Resources Permit and Illinois Environmental Protection Agency Section 404 Water Quality Certification.
- ☐ Design and/or approve cofferdams and superstructure shop drawings.
- ☐ Prepare Bridge Condition Report and Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types and high water effects on roadway overflows and bridge approaches).
- ☐ Prepare the necessary environmental and planning documents including the Project Development Report, Environmental Class of Action Determination or Environmental Assessment, State Clearinghouse, Substate Clearinghouse and all necessary environmental clearances.
- ☐ Make such soil surveys or subsurface investigations including borings and soil profiles as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations to be made in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE.
- ☐ Analyze and evaluate the soil surveys and structure borings to determine the roadway structural design and bridge foundation.
- ☐ Prepare preliminary roadway and drainage structure plans and meet with representatives of the LA and STATE at the site of the improvement for review of plans prior to the establishment of final vertical and horizontal alignment, location and size of drainage structures, and compliance with applicable design requirements and policies.
- ☐ 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.
- ☐ Complete the general and detailed plans, special provisions and estimate of cost. Contract plans shall be prepared in accordance with the guidelines contained in the Bureau of Local Roads and Streets manual. The special provisions and detailed estimate of cost shall be furnished in quadruplicate.
- ☐ Furnish the LA with survey and drafts in quadruplicate all necessary right-of-way dedications, construction easements and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- ☒ Furnish the LA with land acquisition services, including surveys and all necessary right-of-way plats, appraisals, review appraisals and negotiations in order to obtain the necessary right-of-way / easements to complete the proposed improvements.

II. THE LA AGREES,

1. To furnish the ENGINEER all presently available survey data and information
2. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee ☒ CPFF = 14.5%[DL + R(DL) + OH(DL) + IHDC], or
 ☐ CPFF = 14.5%[DL + R(DL) + 1.4(DL) + IHDC], or
 ☐ CPFF = 14.5%[(2.3 + R)DL + IHDC]

Where: DL = Direct Labor
 IHDC = In House Direct Costs
 OH = Consultant Firm's Actual Overhead Factor
 R = Complexity Factor

Specific Rate ☐ (Pay per element)

Lump Sum ☐ _____

3. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 605 ILCS 5/5-409:

☐ With Retainage

- a) **For the first 50% of completed work**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- b) **After 50% of the work is completed**, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- c) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☒ Without Retainage

- a) **For progressive payments** – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER as further outlined herein and on Exhibit A attached hereto.
 - b) **Final Payment** – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and STATE, a sum o money equal to the basic fee as determined in this AGREEMENT less the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.).

III. IT IS MUTALLY AGREED,

1. That no work shall be commenced by the ENGINEER prior to issuance by the LA of a written Notice to Proceed.
2. That tracings, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LA and that basic survey notes, sketches, charts and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request, to the LA or to the STATE, without restriction or limitation as to their use.

3. That all reports, plans, estimates and special provisions furnished by the ENGINEER shall be in accordance with the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Administrative Policies, Federal-Aid Procedures for Local Highway Improvements or any other applicable requirements of the STATE, it being understood that all such furnished documents shall be approved by the LA and the STATE before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
4. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this agreement.
5. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
6. The payment by the LA in accordance with numbered paragraph 3 of Section II will be considered payment in full for all services rendered in accordance with this AGREEMENT whether or not they be actually enumerated in this AGREEMENT.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LA, the STATE, and their officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LA. The LA will be responsible for reimbursement of all eligible expenses to date of the written notice of termination.
9. This certification is required by the Drug Free Workplace Act (30ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the State for at least one (1) year but no 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, as defined in the Act.

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

- a. Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying 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 or contractor's policy of maintaining a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- c. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- d. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by,
- 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.

10. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LA deems appropriate.

Agreement Summary

Prime Consultant:	TIN Number	Agreement Amount
Crawford, Murphy & Tilly, Inc.	37-0844662	\$168,375
Sub-Consultants:	TIN Number	Agreement Amount
Sub-Consultant Total:		
Prime Consultant Total:		\$168,375
Total for all Work:		\$168,375

Executed by the LA:

City of Decatur

(Municipality/Township/County)

ATTEST:

By: _____
Clerk

By: _____
Title: _____

(SEAL)

Executed by the ENGINEER:

ATTEST:

By: 
Title: Land Acquisition Specialist

Crawford, Murphy & Tilly, Inc.

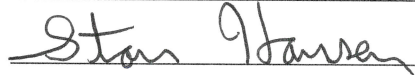
By: 
Title: Vice-President

Exhibit A - Land Acquisition Services

ROUTE Brush College Road (FAU 7448)
LOCAL AGENCY City of Decatur
SECTION 17-00933-00-LA
PROJECT _____
JOB NO. R-97-007-17

*Firms **approved rates** on file with IDOT's
Bureau of Accounting and Auditing:

Overhead Rate (OH) 164.09 %
 Complexity Factor (R) 0.00
 Calendar Days 730

Method of Compensation:

Cost Plus Fixed Fee 1 ☒ 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 ☐ 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 ☐ 14.5%[(2.3+ R(DL) + IHDC]
 Specific Rate ☐
 Lump Sum ☐

Cost Estimate of Consultant's Services in Dollars

ITEM	MANHOURS (A)	PAYROLL (B)	OVERHEAD & FRINGE BENEFITS (C)	IN-HOUSE DIRECT COSTS (D)	FIXED FEE (E)	OUTSIDE DIRECT COSTS (F)	SERVICES BY OTHERS (G)	TOTAL (B - G)	% OF GRAND TOTAL
LAND ACQUISITION SERVICES									
DATA COLLECTION & REVIEW	30	\$1,393	\$2,286	\$0	\$534	\$84	\$0	\$4,297	2.55%
LAND SURVEYS & RIGHT OF WAY DOCUMENTS	68	\$1,915	\$3,143	\$0	\$733	\$294	\$0	\$6,086	3.61%
PARCEL APPRAISALS	32	\$1,429	\$2,344	\$0	\$547	\$0	\$30,500	\$34,820	20.68%
PARCEL REVIEW APPRAISALS	84	\$3,595	\$5,900	\$0	\$1,377	\$203	\$0	\$11,075	6.58%
NEGOTIATIONS	360	\$13,358	\$21,919	\$0	\$5,115	\$569	\$0	\$40,960	24.33%
RELOCATION ASSISTANCE	460	\$16,567	\$27,185	\$0	\$6,344	\$968	\$0	\$51,065	30.33%
TITLE REPORTS & INSURANCE	16	\$725	\$1,189	\$0	\$278	\$0	\$7,500	\$9,692	5.76%
PROGRESS MEETINGS AND COORDINATION	26	\$1,152	\$1,891	\$0	\$441	\$294	\$0	\$3,779	2.24%
PROJECT ADMINISTRATION / MANAGEMENT	44	\$2,104	\$3,453	\$0	\$806	\$240	\$0	\$6,603	3.92%
TOTALS	1120	\$42,239	\$69,310	\$0	\$16,175	\$2,652	\$38,000	\$168,375	100.00%

PAYROLL ESCALATION TABLE FIXED RAISES

FIRM NAME	CRAWFORD, MURPHY AND TILLY, INC.	DATE	07/18/17
PRIME/SUPPLEMENT	PRIME	PTB NO.	N/A
CONTRACT TERM	24 MONTHS	OVERHEAD RATE	164.09%
START DATE	9/1/2017	COMPLEXITY FACTOR	0
RAISE DATE	1/1/2018	% OF RAISE	2.00%

ESCALATION PER YEAR

9/1/2017 - 1/1/2018	1/2/2018 - 1/1/2019	1/2/2019 - 9/1/2019		
4	12	8		
24	24	24		
= 16.67%	51.00%	34.68%		
= 1.0235				
The total escalation for this project would be:		2.35%		



Payroll Rates

FIRM NAME
PRIME/SUPPLEMENT

CRAWFORD, MURPHY AND TILLY, INC.
PRIME AGREEMENT

DATE 07/18/17

ESCALATION FACTOR

2.35%

CLASSIFICATION	JANUARY 2017 RATES	ESCALATED RATE
PRINCIPAL	\$70.00	\$70.00
SENIOR PROJECT ENGINEER	\$58.97	\$60.35
PROJECT ENGINEER / MANAGER	\$47.57	\$48.69
SENIOR ENGINEER	\$37.51	\$38.39
SENIOR TECHNICAL MANAGER	\$43.13	\$44.14
ENGINEER	\$29.10	\$29.78
PLANNER	\$25.39	\$25.99
REGISTERED LAND SURVEYOR	\$40.79	\$41.75
SENIOR TECHNICIAN	\$35.67	\$36.51
TECHNICIAN II	\$27.43	\$28.07
TECHNICAL I	\$22.25	\$22.77
CLERICAL/WORD PROCESSOR	\$22.36	\$22.88

AVERAGE HOURLY PROJECT RATES

ROUTE Brush College Road (FAU 7448)
SECTION City of Decatur
COUNTY 17-00933-00-LA
JOB NO. R-97-007-17
PTB N/A

Consultant
CRAWFORD, MURPHY AND TILLY, INC.

DATE 07/18/17
SHEET 1 OF 2

PAYROLL CLASSIFICATION	PROJECT AVG HOURLY RATES	TOTAL PROJECT RATE			DATA COLLECTION & REVIEW			LAND SURVEYS & RIGHT OF WAY DOCUMENTS			PARCEL APPRAISALS			PARCEL REVIEW APPRAISALS			NEGOTIATIONS		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	70.00	0																	
SENIOR PROJECT ENGINEER	60.35	34	3.04%	1.83	4	13.33%	8.05	2	2.94%	1.78	2	6.25%	3.77	2	2.38%	1.44	4	1.11%	0.67
PROJECT ENGINEER / MANAGER	48.69	52	4.64%	2.26	6	20.00%	9.74	2	2.94%	1.43	4	12.50%	6.09	2	2.38%	1.16	12	3.33%	1.62
SENIOR ENGINEER	38.39	306	27.32%	10.49	4	13.33%	5.12				6	18.75%	7.20	12	14.29%	5.48	120	33.33%	12.80
SENIOR TECHNICAL MANAGER	44.14	394	35.18%	15.53	16	53.33%	23.54	2	2.94%	1.30	20	62.50%	27.59	64	76.19%	33.63	120	33.33%	14.71
ENGINEER	29.78	0																	
PLANNER	25.99	220	19.64%	5.10													80	22.22%	5.77
REGISTERED LAND SURVEYOR	41.75	2	0.18%	0.07				2	2.94%	1.23									
SENIOR TECHNICIAN	36.51	0																	
TECHNICIAN II	28.07	30	2.68%	0.75				30	44.12%	12.39									
TECHNICAL I	22.77	30	2.68%	0.61				30	44.12%	10.05									
CLERICAL/WORD PROCESSOR	22.88	52	4.64%	1.06										4	4.76%	1.09	24	6.67%	1.53
TOTALS		1120	100%	\$37.71	30	100%	\$46.45	68	100%	\$28.17	32	100%	\$44.64	84	100%	\$42.80	360	100%	\$37.10

AVERAGE HOURLY PROJECT RATES

ROUTE Brush College Road (FAU 7448)
SECTION City of Decatur
COUNTY 17-00933-00-LA
JOB NO. R-97-007-17
PTB N/A

Consultant CRAWFORD, MURPHY AND TILLY, INC.

DATE 07/18/17
SHEET 2 OF 2

PAYROLL CLASSIFICATION	PROJECT AVG HOURLY RATES	RELOCATION ASSISTANCE			TITLE REPORTS & INSURANCE			PROGRESS MEETINGS AND COORDINATION			PROJECT ADMINISTRATION / MANAGEMENT								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
PRINCIPAL	70.00																		
SENIOR PROJECT ENGINEER	60.35	4	0.87%	0.52	2	12.50%	7.54	2	7.69%	4.64	12	27.27%	16.46						
PROJECT ENGINEER / MANAGER	48.69	12	2.61%	1.27	2	12.50%	6.09	4	15.38%	7.49	8	18.18%	8.85						
SENIOR ENGINEER	38.39	140	30.43%	11.68	4	25.00%	9.60	8	30.77%	11.81	12	27.27%	10.47						
SENIOR TECHNICAL MANAGER	44.14	140	30.43%	13.43	8	50.00%	22.07	12	46.15%	20.37	12	27.27%	12.04						
ENGINEER	29.78																		
PLANNER	25.99	140	30.43%	7.91															
REGISTERED LAND SURVEYOR	41.75																		
SENIOR TECHNICIAN	36.51																		
TECHNICIAN II	28.07																		
TECHNICAL I	22.77																		
CLERICAL/WORD PROCESSOR	22.88	24	5.22%	1.19															
TOTALS		460	100%	\$36.02	16	100%	\$45.30	26	100%	\$44.32	44	100%	\$47.82	0	0%	\$0.00	0	0%	\$0.00

**CITY OF DECATUR - BRUSH COLLEGE ROAD
LAND ACQUISITION SERVICES
PERSON-HOUR ESTIMATE FOR
CONSULTANT SERVICES**

PREPARED BY: SPH DATE: 7/12/2017

ROUTE: BRUSH COLLEGE ROAD (FAU 7448)

REVIEWED BY: TP/ALK DATE: 7/14/2017

SECTION: 17-00933-00-LA

COUNTY: MACON

JOB NO. R-97-007-17

PTB NO. N/A

ITEM

HOURS

LAND ACQUISITION SERVICES

DATA COLLECTION & REVIEW
LAND SURVEYS & RIGHT OF WAY DOCUMENTS
PARCEL APPRAISALS
PARCEL REVIEW APPRAISALS
NEGOTIATIONS
RELOCATION ASSISTANCE
TITLE REPORTS & INSURANCE
PROGRESS MEETINGS AND COORDINATION
PROJECT ADMINISTRATION / MANAGEMENT

30
68
32
84
360
460
16
26
44

TOTAL

1120

PERSON HOUR ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION					HOURS
LAND ACQUISITION SERVICES					
DATA COLLECTION & REVIEW					
A.	OBTAIN, LOG, REVIEW AND INCORPORATE DATA				
	1.	CONSTRUCTION PLAN INFORMATION			4
	2.	RIGHT-OF-WAY DATA PLATS, PLANS & LEGAL DESCRIPTIONS			4
	3.	TAX MAPS AND AVAILABLE MAPPING			2
	4.	PARCEL TITLE REPORTS & DEED OF RECORD			8
	5.	DRAINAGE & ACCESS DATA			4
B.	FIELD TRIP- INSPECT AND PHOTOGRAPH PROJECT				8
ITEM TOTAL:					30
LAND SURVEYS & RIGHT OF WAY DOCUMENTS					
A.	CONFIRM APPROVAL OF ROW LIMITS BEFORE INITIATING APPRAISALS				4
B.	CONFIRM DESIGN AND INTENT OF PROPOSED ROW AND/OR EASEMENTS				4
C.	LAND SURVEYS TO CONFIRM PROPERTY BOUNDARIES (6 PARCELS)				60
D.	ROW PLAT & LEGAL DESCRIPTION (NONE ANTICIPATED - WHOLE TAKINGS)				0
E.	MONUMENT RECORDS FOR COURTHOUSE				0
F.	ROW STAKING				0
ITEM TOTAL:					68
PARCEL APPRAISALS					
A.	DEVELOP AN APPRAISAL BREAKOUT PLAN				8
B.	COORDINATE DISTRIBUTING APPRAISAL ASSIGNMENTS TO SUBCONSULTANT				8
C.	ASSIST SUBCONSULTANT WITH PARCEL QUESTIONS				8
D.	REVIEW SUBCONSULTANT PROGRESS AND COORDINATE REVIEWS				8
ITEM TOTAL:					32
PARCEL REVIEW APPRAISALS					
A.	COMPLETE REVIEW OF ALL APPRAISALS				
	1.	6 PARCELS X 10 HRS / PARCEL			60
B.	COORDINATE APPRAISAL REVISIONS PER REVIEWS				8
C.	CONFIRM APPRAISALS ARE UPDATED PER REVIEW COMMENTS				8
D.	PROVIDE FINAL APPAISALS AND REVIEWS TO NEGOTIATORS				8
ITEM TOTAL:					84
NEGOTIATIONS					
A.	FULL TAKE ACQUISITIONS				
#	PROPERTY OWNER	ADDRESS	BUSINESS NAME	PARCEL ID #	
37	RJS Family Partnership	1980 N BCR	S. J. Smith Company	13-08-101-013	80
38	John R. Van Dyne	1940 N BCR	Stripmasters Bulldog Bedliners	13-08-101-004	60
39	First State Bank of Bloomington	1880 N BCR	The New Back Door	13-08-102-001	60
54	Darryl & Jeremy Szczelaszyk	3915 FP	Cheap Ass Auto Repair	13-08-101-002	60
56	Alvin I. Cohen & Carl D. Blazier	3925 FP	The Pour House	13-08-101-006	60
?	Archer Daniels Midland Co.	3925 ELS	Archer Daniels Midland Co.	13-08-102-002	40
ITEM TOTAL:					360

PERSON HOUR ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION					HOURS
RELOCATION ASSISTANCE					
A.	PROJECT RELOCATION PLAN DEVELOPMENT				
	1.	PREPARE OVERALL PROJECT RELOCATION PLAN			40
B.	RELOCATION OF FULL TAKE ACQUISITIONS				
#	PROPERTY OWNER	ADDRESS	BUSINESS NAME	PARCEL ID #	
37	RJS Family Partnership	1980 N BCR	S. J. Smith Company	13-08-101-013	100
38	John R. Van Dyne	1940 N BCR	Stripmasters Bulldog Bedliners	13-08-101-004	80
39	First State Bank of Bloomington	1880 N BCR	The New Back Door	13-08-102-001	80
54	Darryl & Jeremy Szczelaszyk	3915 FP	Cheap Ass Auto Repair	13-08-101-002	80
56	Alvin I. Cohen & Carl D. Blazier	3925 FP	The Pour House	13-08-101-006	80
?	Archer Daniels Midland Co.	3925 ELS	Archer Daniels Midland Co.	13-08-102-002	0
ITEM TOTAL:					460
TITLE REPORTS & INSURANCE					
A.	COORDINATE OWNER OF RECORD & TITLE REPORTS				8
B.	COORDINATE TITLE INSURANCE FOR PARCELS				8
ITEM TOTAL:					16
PROGRESS MEETINGS AND COORDINATION					
A.	PROGRESS MEETINGS WITH CITY (2 MEETINGS X 2 HRS / MEETING X 2 PERSONS)				8
	PREPARE AGENDA AND MEETING SUMMARY				4
B.	IDOT COORDINATION MEETING (1 MEETING X 2 HRS / MEETING X 2 PERSONS)				4
	PREPARE AGENDA AND MEETING SUMMARY				2
C.	SUBCONSULTANT TEAM MEETINGS (4 MEETINGS X 1 HR / MEETING X 2 PERSONS)				8
ITEM TOTAL:					26
PROJECT ADMINISTRATION / MANAGEMENT					
A.	PROJECT SETUP AND CONDUCT KICKOFF MEETING				4
B.	COMMUNICATIONS WITH CITY / IDOT (TELEPHONE AND EMAIL)				16
C.	MONTHLY PROGRESS REPORTS				8
D.	PERSONNEL PLANNING AND SCHEDULING CONTROL				8
E.	INTERNAL TEAM MEETINGS (2 MTGS X 3 PERSONS X 1 HR/MTG)				6
F.	PROJECT CLOSE-OUT				2
ITEM TOTAL:					44

**CITY OF DECATUR - BRUSH COLLEGE ROAD
LAND ACQUISITION SERVICES
DIRECT COST AND SERVICES BY OTHERS
ESTIMATE**

PREPARED BY: SPH DATE: 7/12/2017

ROUTE: BRUSH COLLEGE ROAD (FAU 7448)

REVIEWED BY: TP/ALK DATE: 7/14/2017

SECTION: 17-00933-00-LA

COUNTY: MACON

JOB NO. R-97-007-17

PTB NO. N/A

ITEM

LAND ACQUISITION SERVICES

DATA COLLECTION & REVIEW

LAND SURVEYS & RIGHT OF WAY DOCUMENTS

PARCEL APPRAISALS

PARCEL REVIEW APPRAISALS

NEGOTIATIONS

RELOCATION ASSISTANCE

TITLE REPORTS & INSURANCE

PROGRESS MEETINGS AND COORDINATION

PROJECT ADMINISTRATION / MANAGEMENT

**SERVICES
DIRECT COSTS BY OTHERS**

\$83.85	\$0.00
\$294.25	\$0.00
\$0.00	\$30,500.00
\$202.70	\$0.00
\$569.25	\$0.00
\$967.75	\$0.00
\$0.00	\$7,500.00
\$294.25	\$0.00
\$240.00	\$0.00
TOTAL	\$2,652.05 \$38,000.00

TOTAL

DIRECT COSTS ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION		DIRECT COSTS	SERVICES BY		
LAND ACQUISITION SERVICES					
DATA COLLECTION & REVIEW					
A.	TRAVEL - 1 TRIP x 110 MILES x \$0.535 / MILE	\$58.85			
B.	COPYING RECORD DOCUMENTS				
	REPORTS / NARRATIVES - 100 PAGES X \$0.15 / PAGE =	\$15.00			
	1/4 SIZE PLANS / EXHIBITS - 50 SHEETS X \$0.20 / EACH =	\$10.00			
	ITEM TOTAL:	\$83.85	\$0.00		
LAND SURVEYS & RIGHT OF WAY DOCUMENTS					
A.	TRAVEL - 5 TRIPS x 110 MILES x \$0.535 / MILE	\$294.25			
	ITEM TOTAL:	\$294.25	\$0.00		
PARCEL APPRAISALS					
A.	FULL TAKE ACQUISITIONS				
#	PROPERTY OWNER	ADDRESS	BUSINESS NAME	PARCEL ID #	
37	RJS Family Partnership	1980 N BCR	S. J. Smith Company	13-08-101-013	\$7,500.00
38	John R. Van Dyne	1940 N BCR	Stripmasters Bulldog Bedliners	13-08-101-004	\$5,000.00
39	First State Bank of Bloomington	1880 N BCR	The New Back Door	13-08-102-001	\$5,000.00
54	Darryl & Jeremy Szczelaszyk	3915 FP	Cheap Ass Auto Repair	13-08-101-002	\$5,000.00
56	Alvin I. Cohen & Carl D. Blazier	3925 FP	The Pour House	13-08-101-006	\$5,000.00
?	Archer Daniels Midland Co.	3925 ELS	Archer Daniels Midland Co.	13-08-102-002	\$3,000.00
	ITEM TOTAL:	\$0.00	\$30,500.00		
PARCEL REVIEW APPRAISALS					
A.	TRAVEL - 2 TRIPS x 110 MILES x \$0.535 / MILE	\$117.70			
B.	REVIEWS - PRINT, BIND				
	REPORTS / NARRATIVES - 500 PAGES X \$0.15 / PAGE =	\$75.00			
	1/4 SIZE PLANS / EXHIBITS - 50 SHEETS X \$0.20 / EACH =	\$10.00			
	ITEM TOTAL:	\$202.70	\$0.00		
NEGOTIATIONS					
A.	TRAVEL - 5 TRIPS x 110 MILES x \$0.535 / MILE	\$294.25			
B.	NEGOTIATORS REPORT: 6 PARCELS				
	REPORTS / NARRATIVES - 100 PAGES X \$0.15 / PAGE =	\$15.00			
	1/4 SIZE PLANS / EXHIBITS - 50 SHEETS X \$0.20 / EACH =	\$10.00			
C.	COURTHOUS RECORDING OF FINAL DOCUMENTS - 6 PARCELS	\$250.00			
	ITEM TOTAL:	\$569.25	\$0.00		

DIRECT COSTS ESTIMATE FOR CONSULTING SERVICES

ITEM/ DESCRIPTION		DIRECT COSTS	SERVICES BY		
RELOCATION ASSISTANCE					
A.	TRAVEL - 15 TRIPS x 110 MILES x \$0.535 / MILE	\$882.75			
B.	REVIEWS - PRINT, BIND				
	REPORTS / NARRATIVES - 500 PAGES X \$0.15 / PAGE =	\$75.00			
	1/4 SIZE PLANS / EXHIBITS - 50 SHEETS X \$0.20 / EACH =	\$10.00			
ITEM TOTAL:		\$967.75	\$0.00		
TITLE REPORTS & INSURANCE					
A.	PROPERTY OWNER OF RECORD & TITLE REPORTS 9 PARCELS X \$100/PARCEL	\$0.00	\$900.00		
B.	TITLE INSURANCE FOR PARCELS				
#	PROPERTY OWNER	ADDRESS	BUSINESS NAME	PARCEL ID #	
37	RJS Family Partnership	1980 N BCR	S. J. Smith Company	13-08-101-013	\$2,750.00
38	John R. Van Dyne	1940 N BCR	Stripmasters Bulldog Bedliners	13-08-101-004	\$900.00
39	First State Bank of Bloomington	1880 N BCR	The New Back Door	13-08-102-001	\$1,100.00
54	Darryl & Jeremy Szczelaszyk	3915 FP	Cheap Ass Auto Repair	13-08-101-002	\$600.00
56	Alvin I. Cohen & Carl D. Blazier	3925 FP	The Pour House	13-08-101-006	\$750.00
?	Archer Daniels Midland Co.	3925 ELS	Archer Daniels Midland Co.	13-08-102-002	\$500.00
ITEM TOTAL:		\$0.00	\$7,500.00		
PROGRESS MEETINGS AND COORDINATION					
A.	TRAVEL				
	CITY PROGRESS MEETINGS				
	TRAVEL - 2 TRIPS x 110 MILES x \$0.535 / MILE	\$117.70			
	IDOT / COUNTY SITE MEETINGS				
	TRAVEL - 1 TRIP x 110 MILES x \$0.535 / MILE	\$58.85			
	SUBCONSULTANT PROGRESS MEETINGS				
	TRAVEL - 2 TRIPS x 110 MILES x \$0.535 / MILE	\$117.70			
ITEM TOTAL:		\$294.25	\$0.00		
PROJECT ADMINISTRATION / MANAGEMENT					
A.	COURIER SERVICES (UPS, FEDERAL EXPRESS, US POST OFFICE)	\$240.00			
ITEM TOTAL:		\$240.00	\$0.00		



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: _____

(Public Works Director)

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____.

Project Timeline

Due to the fact that funding is currently only available for land acquisition and not for construction, the project schedule will need to be dynamic and adjust over time to accommodate the funding stream while allowing for any targeted letting date and/or construction season. The project schedule will be developed and coordinated with the City to coincide with funding availability and programmed construction bidding timeframes while allowing time for the necessary jurisdiction agency reviews. The project timeline developed below is based on a assumed March 2019 state letting in order to maximize the 2019 construction season to implement the proposed improvements. CMT reviewed the IDOT letting spreadsheet and prepared a schedule to complete the Right-of-Way Acquisition in a manner that will accommodate this March 2019 letting but understands this will need to be monitored and adjusted based on funding.

Action Item	Days to Letting	Proposed Schedule
IDOT State Letting	---	March 8, 2019 (estimated - not programmed)
IDOT Construction Service Bulletin Published	35	February 1, 2019
Final Construction Plans to IDOT Central Office	70	December 28, 2018
Joint Agreement - Executed by Local Agency	77	December 21, 2018
ROW to be Certified with IDOT (All Parcels Required)	79	December 19, 2018
Record All Land Acquisitions with County Courthouse	94	December 4, 2018
Complete all Parcel Negotiations	100	November 28, 2018
Complete all Parcel Review Appraisals	133	October 26, 2018
Complete all Parcel Appraisals	147	October 12, 2018
Initiate Individual Parcel Negotiations	498	October 26, 2017
Initiate Individual Parcel Review Appraisals	523	October 1, 2017
Initiate Individual Parcel Appraisals	553	September 1, 2017
Complete Data Collection of Planning Activities	554	August 31, 2017
CMT Land Acquisition Services Agreement Approved	578	August 7, 2017 (council meeting)



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

Change Order

Date: _____
 Request No. _____ ☐ Final
 Professional
 Service _____
 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 _____
 City Manager if under \$20,000, Mayor if over \$20,000
 _____ Date

Attested _____
 City Clerk
 _____ Date



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/28/2016

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 1-800-527-9049 Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	CONTACT NAME Traci Stoecker / Linda Bomarito PHONE (A/C, No, Ext) 800-527-9049 FAX (A/C, No) 888-898-6604 E-MAIL ADDRESS														
INSURED Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield, IL 62702	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A EMPLOYERS MUT CAS CO</td> <td style="text-align: center;">21415</td> </tr> <tr> <td>INSURER B COLONY INS CO</td> <td style="text-align: center;">39993</td> </tr> <tr> <td>INSURER C XL SPECIALTY INS CO</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER D ROCKHILL INS CO 28053</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A EMPLOYERS MUT CAS CO	21415	INSURER B COLONY INS CO	39993	INSURER C XL SPECIALTY INS CO	37885	INSURER D ROCKHILL INS CO 28053		INSURER E		INSURER F	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A EMPLOYERS MUT CAS CO	21415														
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INSURER C XL SPECIALTY INS CO	37885														
INSURER D ROCKHILL INS CO 28053															
INSURER E															
INSURER F															

COVERAGES
CERTIFICATE NUMBER 48768333
REVISION NUMBER

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Sev of Int GEN L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER			5D5748018	01/01/17	01/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			5E5748018	01/01/17	01/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			5J5748018	01/01/17	01/01/18	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	N/A	5H5748018	01/01/17	01/01/18	☒ 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
B	Pollution Liability			CSP304179	12/01/16	01/01/18	\$5,000,000 Ea Claim 10,000,000 Aggr
C	Professional Liability			DPR9909042	01/01/17	01/01/18	\$5,000,000 Ea Claim 7,000,000 Aggr
D	Excess Umbrella			XS01883900	01/01/17	01/01/18	\$5,000,000 Ea Claim 5,000,000 Aggr

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

The City of Decatur and its officers and employees are additional insureds on the General and Auto Liability policies on a primary and non-contributory basis.

CERTIFICATE HOLDER

City of Decatur

#1 Gary K. Anderson Plaza

Decatur, IL 62523

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

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 ACORD 25 (2014/01)
 amcneillil
 48768333

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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

PROFESSIONAL SERVICE PROVIDER'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 Sangamon)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Crawford, Murphy & Tilly, Inc. (Hereinafter "Professional Service Provider") is a:
 Company Name

(Place mark in front of appropriate type of business)

☒ 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)

Professional Service Provider's Federal Tax Identification Number is .

B. CORPORATION

The State of Incorporation is Delaware

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
Michael J. Doerfler Name	2750 West Washington Street Company Address, Principal Office
2750 West Washington Street Address	Springfield, IL 62702 City, State, Zip
Springfield, IL 62702 City, State, Zip	(217) 787-8050 Telephone Facsimile
(217) 787-8050 Telephone	<u>www.cmtengr.com</u> Website

The corporate officers are as follows:

President: Daniel R. Meckes

Vice President: Stan Hansen

Secretary: William L. Bailey

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: ☐ CheckBox1 _____

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 Professional Service Provider except as listed on a separate attached sheet to this affidavit.

Check One:

☐ Others Interested in Contract

☒ 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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 Professional Service Provider 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.

PROFESSIONAL SERVICE PROVIDER

Stan Hansen
Signature

Stan Hansen

Vice-President

Title

SUBSCRIBED and SWORN to before me this 18th day of July, 2017.

Amy Musgrave-Winters

Notary Public

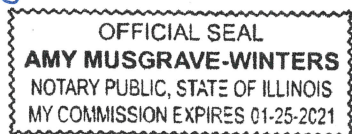


Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE PROFESSIONAL SERVICE PROVIDER		
As of the date of this contract.		
Project Name: Brush College Road Land Acquisition Services		
Professional Service Provider: Crawford, Murphy & Tilly, Inc.		
Classification	Minimum	Maximum
Principal	\$71.48	\$88.21
Project Manager	\$39.12	\$60.75
Structural Engineer	N/A	N/A
Senior Engineer	\$30.52	\$49.27
Engineer	\$25.96	\$29.10
Senior Technician	\$27.75	\$44.71
Technician	\$23.19	\$29.71
Professional Land Surveyor	\$30.81	\$44.71
Construction Inspector	N/A	N/A
Structural Engineer	N/A	N/A
Clerical	\$14.65	\$29.94
Sr. Project Manager	\$44.65	\$69.63
Technician I	\$19.65	\$24.87

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

*(Professional Service Provider 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		<i>(For City Use)</i>	
Avg. Total Labor Cost			
Percent Complete			

Professional Service
Provider's Signature:

Title:

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A LOCAL AGENCY AGREEMENT
FOR STATE PARTICIPATION WITH THE STATE OF ILLINOIS
FOR THE USE OF ILLINOIS JOBS NOW! FUNDS FOR
LAND ACQUISITION FOR THE BRUSH COLLEGE ROAD IMPROVEMENT
PROJECT
CITY PROJECT 2009-33**

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

Section 1. That the Local Agency Agreement for State Participation presented to the City Council herewith, between the City of Decatur and the State of Illinois, acting by and through its Department of Transportation, for the utilization of \$2,006,014 of State Illinois Jobs Now! funds for land acquisition for the Brush College Road Improvement project, City Project 2009-33, Section 17-00933-00-LA, be, 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 sign said Local Agency Agreement for State Participation with the State of Illinois on behalf of the City of Decatur.

PRESENTED and ADOPTED this 7th day of August, 2017.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

Local Agency	 Illinois Department of Transportation Local Agency Agreement for State Participation	Job Number - Construction
City of Decatur		Job Number - Engineering/ROW
Section		R-97-007-17
17-00933-00-LA		

This Agreement is made and entered into between the above local agency hereinafter referred to as "LA", and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below.

Location

Local Name Brush College Road Route FAU 7448 Length 1.03 Mi.

Termini East Lake Shore Drive to East Harrison Avenue

Current Jurisdiction City of Decatur (from East Faries Parkway to the south) and Macon County (from Faries Parkway to the north).

Project Description

Purchase right of way for the expansion of Brush College Road in accordance with the Preliminary Design and the Approve Project Report. The project will cover the Appraisal, Review Appraisal and Negotiation process as well as fund the purchase of properties. The City intends to purchase "whole" properties initially with the Illinois Jobs Now! funds.

Division of Cost

Type of Work	STATE(1)	LA(2)	Total
Participating Construction			0
Non-Participating Construction			0
Preliminary Engineering			0
Construction Engineering			0
Right-of-Way	2,006,014	BAL	2,006,014
			0
			0
TOTAL	\$2,006,014	\$ 0	\$2,006,014

Note: (1) 100% Illinois Jobs Now funds NTE \$2,006,014
(2) Balance shall be the responsibility of the Local Agency

Payment Method (check one):

- ☐ Upon execution of the construction contract and request of payment from the LA, the STATE will pay the LA 95% of its share of the project costs. The remaining 5% will be paid to the LA upon receipt of the final invoice.
- ☒ The STATE will reimburse the LA for the STATE share of the project on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA

Agreement Provisions

1. It is mutually agreed that the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax standards, policies and procedures.
2. Construction of the PROJECT will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
3. The LA will certify to the STATE that all necessary right-of-way, temporary and permanent easements, and temporary use permits have been obtained or are not required, prior to the LA advertising for bids for the PROJECT.
4. The PROJECT will be let and awarded by the LA upon approval of the plans and specifications by the STATE.
5. The LA agrees to retain jurisdiction and to maintain or cause to be maintained the completed PROJECT in a manner satisfactory to the STATE unless otherwise specified by addendum.
6. Upon approval of the final plans and specifications by the STATE and the LA, the LA agrees to accept bids and award the contract to the lowest responsible bidder after receipt of a satisfactory bid and concurrence in the award has been received from the STATE. If necessary the LA agrees to provide, or cause to be provided, all of the initial funding necessary to complete the project subject to reimbursement by the STATE.
7. The LA shall maintain, for a minimum of 3 years after the completion of the project, adequate books, records, and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. All books, records, and supporting documents related to the project shall be available for review and audit by the Auditor General and the Department. The LA agrees to cooperate fully with any audit conducted by the Auditor General and the Department and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract of which adequate books, records, and supporting documentation are not available to support their purported disbursement.
8. To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
9. Upon completion of this phase of the project, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the project. If a final invoice is not received within one year of completion of this phase of the project, the most recent invoice may be considered the final invoice and the obligation of funds closed.
10. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly fails to appropriate or otherwise make available funds for the work contemplated herein.
11. All projects 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.
12. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

Local Agency City of Decatur	Section 17-00933-00-LA
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EXHIBITS

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Exhibit A - Location Map

Exhibit B - Inducement Addenda

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

Name of Official (Print or Type Name)

Mayor

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature)

Date

The above signature certifies the agency's TIN number is
37-6001308 conducting business as a Governmental
Entity.

NOTE: If signature is by an APPOINTED official, a resolution
authorizing said appointed official to execute this agreement is
required.

APPROVED

State of Illinois
Department of Transportation

Randall S. Blankenhorn, Secretary of Transportation

Date

By:

Aaron A. Weatherholt, Deputy Director of Highways

Date

Omer Osman, Director of Highways/Chief Engineer

Date

William M. Barnes, Chief Counsel

Date

Jeff Heck, Chief Fiscal Officer (CFO)

Date

Local Agency City of Decatur	Section 17-00933-00-LA
---------------------------------	---------------------------

EXHIBIT A



Brush College Road Improvement

EXHIBIT B

Macon County
City of Decatur
Section 17-00933-00-LA
R-97-007-17

INDUCEMENT ADDENDUM

It is the intent of the STATE that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the STATE. This provision in no way constitutes an obligation of the Department to use any particular funding or to confer a contractual or other right to demand that any particular funding be used.

Public Works

DATE: 7/28/2017

MEMO: 2017-49

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 to Approve Professional Services Agreement with ADS Environmental Services to Perform the Water Distribution Leak Detection Survey Project,
City Project 2017-39

SUMMARY RECOMMENDATION:

Please see attached Memorandum and other related attachments regarding the Professional Services Agreement with ADS Environmental Services to perform the Water Distribution Leak Detection Survey Project,
City Project 2017-39

ATTACHMENTS:

Description	Type
Council Memo 2017-49 ADS Agreement	Cover Memo
Resolution ADS Agreement	Resolution Letter
ADS Agreement	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2017-49**

DATE: July 28, 2017

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 to Approve Professional Services Agreement with ADS
Environmental Services to Perform the Water Distribution Leak Detection
Survey Project,
City Project 2017-39

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, to a Professional Services Agreement between the City of Decatur and ADS Environmental Services to provide professional services for the Water Distribution Leak Detection Survey Project for a total not to exceed fee of \$101,872.80. The project amount includes \$14,400 for 9 emergency leak call-outs for ADS staff to travel to Decatur to find system leaks that are difficult to locate. The agreement is for a period of 3 years beginning in August 2017 and ending on December 31, 2019, for a total cost not to exceed \$101,872.80.

BACKGROUND:

ADS Environmental Services has provided the City with cost effective leak detection services since 2008 with the last one completed in 2016. The total water distribution system has been surveyed 3 times over a 9 year period that identified 255 leaks totaling 3,326,000 gallons per day. Surveys results were:

Cost for Surveys	\$265,325
Cost to Repair leaks	\$228,067
Annual Water Savings Value	\$3,339,786
Return on Investment (ROI)	676%
Annual savings per each \$1 spent on surveys and repairs	\$6.76

Due to the overwhelming operational and financial success of the previous nine years of surveys, and the fact that new leaks can develop at any time, City staff recommends that another survey be undertaken, beginning August 2017, through December 31, 2019.

Request for Proposals (RFP)

The City of Decatur advertised a Request for Proposals on April 21, 2017 to provide professional services to perform leak detection services on approximately 500 miles of water main that includes

fire hydrants and control valves in the City's water system. On May 12, 2017, the City received proposals from the following firms:

1. Ace Pipe Cleaning, Inc., Kansas City, Mo.
2. ADS Environmental Services, Chicago, IL.
3. Associated Technical Services LTD, Villa Park, IL.

City staff reviewed the proposals and recommends Council approve a Professional Services Agreement with ADS Environmental Services as the firm best qualified to perform the work.

Scope of Work

The Water Distribution Leak Detection Survey Project will include the following work items:

1. Sonic leak detection equipment will be used to listen directly on all hydrants, main line valves and service valves to determine if leaks are present.
2. Locations that have been identified as potential leaks will be rechecked the next day.
3. All identified leaks will be pinpointed with an electronic leak correlator and marked for repair.
4. Record all defective distribution system components noted in the course of carrying out field activities.
5. Provide City staff with identified leaks immediately so they can be repaired and rechecked by ADS technicians.
6. Prepare a final report summarizing the project with results of all tests and investigations. The report will include a description of area surveyed, comprehensive list of leak types with estimated quantity of leaks found, map sketches of locations and inventory of defective system components and map errors.

SCHEDULE: The professional services approved in this agreement will start in August 2017 and 1/3rd of the water distribution system will be inspected each year for the next 3 years with the project ending in December 2019.

PRIOR COUNCIL ACTION:

Three leak detection projects have been approved and completed since 2008.

The City's 2017 Capital Improvement Plan has allocated \$105,000 for this project over the next 3 fiscal years.

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: City Legal Department

LEGAL REVIEW: The Professional Services Agreement was sent to Legal for review and approved by Corporation Council on July 28, 2017.

BUDGET AND TIME IMPLICATIONS:

Budget Impact: The proposed Professional Services Agreement with ADS Environmental Services is for \$101,872.80. Funding for this project was allocated in the FY2017 – 2022 Capital

Improvement Plan and project costs will be paid from the Water Fund which is supported by water user fees.

Staffing Impact: Staff time has been allocated for managing the project.

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

This memorandum was prepared by Randy Miller, Water Services Manager.

Attach: 2

RESOLUTION NO. _____

**RESOLUTION TO APPROVE PROFESSIONAL SERVICES AGREEMENT
WITH ADS ENVIRONMENTAL SERVICES TO PERFORM THE
WATER DISTRIBUTION LEAK DETECTION SURVEY PROJECT
CITY PROJECT 2017-39**

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

Section 1. That the Professional Services Agreement to perform the water distribution leak detection survey project, presented to the City Council herewith between the City of Decatur and ADS Environmental Services, 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 Agreement between the City of Decatur, Illinois and ADS Environmental Services, for a total amount not to exceed \$101,872.80.

PRESENTED and ADOPTED this 7th day of August, 2017.

Julie Moore Wolfe, Mayor

Attest:

Debra G. Bright, City Clerk

CITY OF DECATUR
PROFESSIONAL SERVICES AGREEMENT

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

ADS Environmental Services LLC

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

SCOPE OF WORK

The professional 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 Consultant shall provide professional services for the City in all phases of the Project, serve as the City's representative for the Project as set forth herein and shall give consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consultant in accordance with generally accepted standards.
- B. NOTICE TO PROCEED. The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant and shall not be reimbursed by the City.

The Consultant 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 Consultant 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") as required 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 Consultant by placing at the Consultant'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 Consultant, as required for performance of the Consultant'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 Consultant to enter upon public and private property as required for the Consultant to perform the Consultant's services.
- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, 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 Consultant.
- 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 Consultant 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 CONSULTANT OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consultant whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant'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 Consultant 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 Consultant.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consultant in connection with this Project are public documents and, upon payment to the Consultant, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Consultant by the City on extensions of this Project or any other project without written permission of the Consultant shall be at the City's risk and the City

agrees to defend, indemnify and hold harmless the Consultant 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 Consultant 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 Consultant's experience and qualifications, but the Consultant 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 Consultant 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 Consultant shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant.

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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant an employee or partner of the City. The Consultant 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 Consultant 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. Consultant 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 Consultant in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consultant or its subcontractors.

The City shall indemnify and save harmless the Consultant, 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 Consultant and including reasonable attorney's fees incurred by the Consultant or required in any way to be paid by the Consultant, in defense thereof, and shall indemnify and save harmless the Consultant 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 Consultant under the terms of the Agreement. The Consultant shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consultant's own judgment, may be necessary for the Consultant'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 Consultant assigns to the City any and all of Consultant's rights under copyright laws for work prepared by the Consultant, 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 Consultant agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consultant 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 Consultant so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.

- M. NO DELINQUENT TAXES. The Consultant 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 Consultant agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consultant 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 this Agreement and as set forth in Exhibit A.
- B. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraph A of this Section, the City shall pay the Consultant 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.

C. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consultant for work satisfactorily completed and shall be made by the City to the Consultant as soon as practicable upon submission of statements requesting payment by the Consultant to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consultant prefers, the Invoice Data sheet may serve as the Consultant'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 Consultant 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 Consultant 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 Consultant 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.
- D. 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 Consultant for services rendered through such phase shall constitute total payment for such services. In the event of any such termination, Consultant 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 Consultant entered into on the last date written below. In witness, the parties have executed this Agreement.

DATED this _____ day of _____, 2017

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consultant

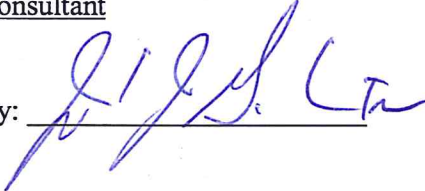
By: 

EXHIBIT A

SCOPE OF WORK

3 YEAR LEAK DETECTION PROPOSAL SHEET

	Miles	Unit Price	Total
Year 1 - 2017	165.1	\$ 176.00	\$ 29,057.60
Year 2 - 2018	165.1	\$ 176.00	\$ 29,057.60
Year 3 - 2019	165.1	\$ 176.00	\$ 29,057.60
3-YEAR TOTAL	495.3		\$ 87,172.80
Emergency Leak Call-Outs	9 Call-Outs	\$ 1,600.00	\$ 14,400.00
TOTALS			\$ 101,572.80

*ADS agrees to comply with the Minority Participation Goals as outlined in the RFP.



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____.

First Day of Week (Mon=2): 2

Task Lead	Start	End	Duration (Days)	% Complete	Working Days	Days Complete	Days Remaining	
	8/01/17	8/21/17	21	0%	15	0	21	08 - Jan - 18
ADS	8/01/17	8/15/17	21	0%	11	0	21	01 - Jan - 18
ADS	8/15/17	8/18/17	7	0%	4	0	7	25 - Dec - 17
City/ADS	8/21/17	8/21/17	1	0%	1	0	1	18 - Dec - 17
	8/21/17	10/01/17	42	0%	30	0	42	11 - Dec - 17
ADS	8/21/17	8/21/17	1	0%	1	0	1	04 - Dec - 17
ADS	8/22/17	9/20/17	30	0%	22	0	30	27 - Nov - 17
ADS	9/20/17	9/22/17	3	0%	3	0	3	20 - Nov - 17
ADS	9/22/17	9/25/17	4	0%	2	0	4	13 - Nov - 17
ADS	10/01/17	10/01/17	1	0%	0	0	1	06 - Nov - 17
ADS	8/15/17	10/01/17	48	0%	34	0	48	30 - Oct - 17
ADS	8/20/17	2/01/18	166	0%	119	0	166	23 - Oct - 17

ON DATE: Tue 8/15/2017

TION	EST. UNITS	COMPL. UNITS	% COMPL.
	165	0	0.0%
	TBD	0	TBD
	TBD	0	TBD
	TBD	0	TBD
	1	0	0.0%

NARRATIVE SINCE LAST SUBMITTAL & COUNTER MEASURES IF REQUIRED:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.



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

Attested _____

City Clerk

_____ Date

_____ Date

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 USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: Fax: 212-948-0770 or Chicago.CertRequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):																					
INSURED ADS LLC 340 The Bridge Street, Suite 204 HUNTSVILLE, AL 35806	<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>Liberty Mutual Fire Insurance Company</td><td>23035</td></tr> <tr> <td>INSURER B :</td><td>N/A</td><td>N/A</td></tr> <tr> <td>INSURER C :</td><td>Liberty Insurance Corporation</td><td>42404</td></tr> <tr> <td>INSURER D :</td><td>Indian Harbor Insurance Company</td><td>36940</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 :	Liberty Mutual Fire Insurance Company	23035	INSURER B :	N/A	N/A	INSURER C :	Liberty Insurance Corporation	42404	INSURER D :	Indian Harbor Insurance Company	36940	INSURER E :			INSURER F :		
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INSURER D :	Indian Harbor Insurance Company	36940																				
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER:

CHI-007009653-01

REVISION NUMBER:3

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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		TB2-681-004088-047	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		AS2-681-004088-037	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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	WA7-68D-004088-517 (AOS) WC7-681-004088-017 (WI,OR)	01/01/2017 01/01/2017	01/01/2018 01/01/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Professional and Contractors Pollution Legal Liability		PEC002263310 Retro Date: 04/01/2007	12/31/2016 12/31/2017		Each Claim/Aggregate \$ 2,000,000 SIR \$ 100,00

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

City of Decatur is included as Additional Insured with respect to General and Automobile Liability coverages as required by written contract, subject to policy terms and conditions. Waiver of Subrogation is applicable where required by written contract. 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.

CERTIFICATE HOLDER

CANCELLATION

City of Decatur
 1 Gary K Anderson Plaza
 Decatur, IL 62523

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 USA Inc.

Manashi Mukherjee

Manashi Mukherjee

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

POLICY NUMBER: AS2-681-004088-037

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
 BUSINESS AUTO COVERAGE FORM
 MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE**Name Of Person(s) Or Organization(s):**

Any person or organization where the named insured has agreed by written contract to include such person or organization as a designated insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

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

CONSULTANT'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 Alabama)
) ss.
COUNTY OF Madison)

SECTION I. BUSINESS STATUS STATEMENT

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

A. ADS LLC (Hereinafter "Consulting Engineer") is a:
Company Name

(Place mark in front of appropriate type of business)

 Corporation (if a Corporation, complete B)

 Partnership (if a Partnership, complete C)

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

 Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is _____.

B. CORPORATION

The State of Incorporation is _____

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
Name _____	Company Address, Principal Office _____
Address _____	City, State, Zip _____
City, State, Zip _____	Telephone _____ Facsimile _____
Telephone _____	Website _____

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

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

Nora Technologies
Name Corporation

340 The Bridge Street, Suite 204, Huntsville, AL
Home Address & Telephone 35806

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 Consultant 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 Consultant 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 Consultant 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)

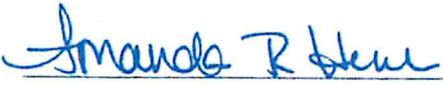
SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consultant 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.

CONSULTANT

Signature
Joseph J. Graustein
Printed Name
Treasurer
Title

SUBSCRIBED and SWORN to before me this 13th day of February, 2017.



Notary Public

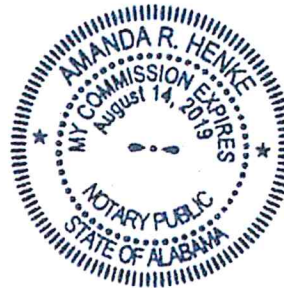


Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

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:

City Clerk

DATE: 8/3/2017

MEMO: 2017-20

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Reappointment - Library Board of Trustees

SUMMARY RECOMMENDATION:

Council is asked to pass the proposed Resolution approving the reappointment of Donna Williams to the Library Board of Trustees.

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 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:

Donna Williams	Library Board of Trustees	07/01/2020
----------------	---------------------------	------------

DATED this 7th day of August, 2017.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2017-_____
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 7th day of August, 2017.

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 7th day of August, 2017.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 8/3/2017

MEMO: 2017-21

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Council is asked to pass the proposed Resolution approving the appointments of Louise Greene and Dr. Ngozi Onuora to the Library Board of Trustees.

ATTACHMENTS:

Description
Resolution

Type
Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Louise Greene	Library Board of Trustees	7/1/2020
Dr. Ngozi Onuora	Library Board of Trustees	7/1/2020

DATED this 7th day of August, 2017.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2017-_____
RESOLUTION APPROVING APPOINTMENTS

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 appointments 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 7th day of August, 2017.

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 7th day of August, 2017.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 8/1/2017

MEMO: 2017-19

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way - 100 Block of North Water Street - Decatur Area Arts Council

SUMMARY RECOMMENDATION: City Council is asked to approve the attached Ordinance regarding the consumption of alcoholic liquor on public rights-of-way in the 100 block North Water Street for the Decatur Craft Beer Festival sponsored by the Decatur Area Arts Council.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. 2017-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR ON PUBLIC RIGHTS-OF-WAY
100 BLOCK NORTH WATER STREET
FROM EAST MAIN STREET TO SOUTH PARK STREET AND
FROM PRAIRIE AVENUE TO EAST MAIN STREET
- DECATUR AREA ARTS COUNCIL -**

WHEREAS, Decatur Area Arts Council has requested the closure of the northbound lane of the 100 block of North Water Street from East Main Street to South Park Street and the southbound lane of 100 North Water Street from Prairie Avenue to East Main Street for the Decatur Craft Beer Festival; and,

WHEREAS, it is the intention of Decatur Area Arts Council to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the northbound lane of the 100 block of North Water Street from East Main Street to South Park Street and the southbound lane of 100 North Water Street from Prairie Avenue to East Main Street requires the express approval of the City Council.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed, alcoholic beverages may be consumed in the northbound lane of the 100 block of North Water Street from East Main Street to South Park Street and the southbound lane of 100 North Water Street from Prairie Avenue to East Main Street, said day and hours being particularly described as follows:

Saturday, September 30, 2017

1:00 p.m. – 5:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Decatur Area Arts Council providing to the City of Decatur an agreement which will hold the City harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of August, 2017.

ATTEST:

Julie Moore Wolfe, Mayor

City Clerk

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

The Decatur Area Arts Council, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, on the 100 block of North Water Street for the Decatur Craft Beer Festival on the following date and time:

Saturday, September 30, 2017

1:00 p.m. – 5:00 p.m.

by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If a temporary liquor license is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:



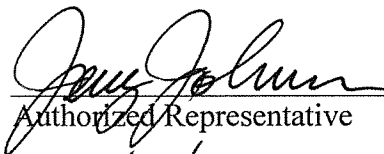
Authorized Representative

8/1/17

Date

For Sponsoring Agency:

Decatur Area Arts Council



Authorized Representative

7/25/2017

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2017

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME:		
	PHONE (A/C, No., Ext.): 630-595-5300 FAX (A/C, No.): 630-694-4401 E-MAIL ADDRESS: certrequests@ajg.com		
INSURED Decatur Area Arts Council 125 N. Water Decatur IL 62523	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Frankenmuth Mutual Insurance Company		13986
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 1936553471**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		CPP6217831	4/1/2017	4/1/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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 ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA6217831	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			CPP6217831	4/1/2017	4/1/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
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	WC6217831	4/1/2017	4/1/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Liquor Liability			CPP6217831	4/1/2017	4/1/2018	Occ & Agg \$1,000,000

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

City of Decatur is shown as an additional insured solely with respect to General Liability coverage as evidenced herein as required by written contract with respect to The Decatur Craft Beer Festival from 9/29/17 to 9/30/17.

CERTIFICATE HOLDER**CANCELLATION**City of Decatur
1 Gary K. Anderson Plaza
Decatur IL 62523
USA

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