Monday, May 15, 2023
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:
A 30-minute time period is provided for citizens to appear and express their views before the City Council. Each citizen speaking will be limited to one appearance of up to 3 minutes. No immediate response will be given by City Council or City staff members. Citizens are to give their documents (if any) to the Police Officer for distribution to the Council. When the Mayor determines that all persons wishing to speak in accordance with this policy have done so, members of the City Council and key staff may make comments.

IV. Approval of Minutes

Approval of Minutes of May 1, 2023 City Council Meeting

V. Unfinished Business

VI. New Business

1. Treasurer's Financial Report
2. Resolution Authorizing Professional Service Agreement with CliftonLarsenAllen, LLP for Auditing Services and Non-Audit Advisory Services
3. Resolution Authorizing the Execution of a Service Agreement for the Electricity Supply for Residential and Small Commercial Retail Customers Under the Municipal Aggregation Program
4. Resolution Authorizing an Intergovernmental Agreement Between the City of Decatur and Central Illinois Land Bank Authority for Acquisition of Certain Properties through Abandonment Proceedings
5. Resolution Authorizing a Professional Engineering Services Agreement with Crawford, Murphy and Tilly, Inc. to Provide Final Design Engineering Services for the South Water Treatment Plant Electrical Improvements Project, City Project 2022-18
6. Resolution Rescinding a Local Public Agency Agreement for Federal Participation of Brush College Road/Faries Parkway Railroad Grade Separation

7. Resolution Authorizing a Joint Funding Agreement for Construction of the Brush College Road Grade Separation of Faries Parkway
8. Resolution Rescinding a Local Public Agency Engineering Services Agreement with AECOM Technical Services for Construction Engineering Services for Brush College Road/Faries Parkway
9. Resolution Authorizing a Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc. for Construction Engineering Services for Brush College Road/Faries Parkway Grade Separation Project City Project 2009-33 Section 09-00933-01-BR
10. Resolution Authorizing Supplement #2 to the Professional Engineering Services Agreement with AECOM for Design Services for the Brush College Road Grade Separation over Faries Parkway and the Norfolk Southern Railroad City Project 2009-33 Section 09-00933-01-BR
11. Resolution Authorizing Supplement #2 to the Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc. Section 09-00933-01-BR
12. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2023 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2023-09
13. Resolution Accepting Woody's Municipal Supply Co. to Upfit Eight (8) Dump Trucks
14. Resolution Accepting the Sourcewell Bid of Key Equipment & Supply Co. for the Purchase of One (1) 2023 Elgin Pelican Street Sweeper
15. Resolution Authorizing a Stipulated Agreement Concerning Safety Improvements at the At-Grade Crossing with Decatur and Eastern Illinois Railroad at Airport Road
16. Resolution Authorizing Expenditure of Funds to Purchase an Expansion for the Lenel Security Access System and Add Secure ID Badge Security to Four Doors within the Civic Center Building
17. Resolution Accepting Presidio Networked Solutions Group, LLC Quote for Purchase of Two Advanced Enterprise Data Network Firewall Appliances
18. Resolution Authorizing Expenditure of Funds to Replace a Data Storage Array at End of Support from Presidio Networked Solutions Group, LLC
19. Resolution Authorizing Technology Upgrades to be Installed on the 2nd Floor of the Decatur Public Library in Support of Workforce Development, and Training Space
20. Resolution Authorizing Application Submittal and Execution of the Technical Assistance Grant with IDOT Office of Intermodal Project Implementation
21. Motion Amending City Council Policies Concerning Placing Items on the City Council Agenda
22. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff’s assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without

the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

A. Ordinance Annexing Territory 2264 Mesa Drive

B. Resolution Authorizing the Execution of Payment to Steve's Trucking for the Emergency Demolition of Vacant Building at 712 W. Packard St

C. Resolution Approving Appointments - City Plan Commission

D. Resolution Authorizing Additional Fund Distribution to Crossing Healthcare and Heritage Behavioral Health Center for Use of Opioid Settlement Funds

VII. Other Business

VIII. Adjournment

Monthly Reports, April, 2023

SUBJECT: Approval of Minutes of May 1, 2023 City Council Meeting

ATTACHMENTS:

Description	Type
Council Minutes of May 1, 2023	Backup Material

CITY COUNCIL MINUTES
Monday, May 1, 2023

On Monday, May 1, 2023, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Julie Moore Wolfe was sworn into the office of Mayor.

Pat McDaniel, Dennis Cooper and Lisa Gregory were sworn into the office of City Council member.

Mayor Julie Moore Wolfe presided, together with her being Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper and Pat McDaniel. Councilman Chuck Kuhle was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe recognized Dr. Dana Ray for serving out the remainder of the term of former Councilman Bill Faber who resigned from the City Council on January 4, 2023.

Mayor Moore Wolfe recognized the Robertson Charter School 8th grade boys' basketball team who were undefeated and won the 2023 2A IESA Championship. Mayor Moore Wolfe presented the team with Stephen Decatur medallions.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Jim Taylor, Abeer Motan and Jeremy Ruderman.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the April 17, 2023, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Horn and on call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

With no Unfinished Business, Mayor Moore Wolfe called for New Business.

2023-26 Ordinance Approving Appointment - Mayor Pro Tempore, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Horn.

Upon call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Councilwoman Mayor Moore Wolfe declared the motion carried.

2023-27 Ordinance Approving Appointment - City Clerk, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Horn.

Upon call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2023-28 Ordinance Approving Appointment – Treasurer, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Horn.

Upon call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-78 Resolution Authorizing the City Manager to Negotiate Terms and Execute an Agreement between the City of Decatur and Having a Ball Productions for Lake Fest 2023 Event Management, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-79 Resolution Authorizing an Agreement with the State of Illinois for the Improvements to IL 121 from University Avenue to 0.6 miles Northwest of Interstate 72, City Project 2023-06, Section No. 23-00306-00-TL, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-80 Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvements to IL 121 University Avenue 0.6 Miles Northwest of Interstate 72 by Municipality Under Illinois Highway Code, City Project 2023-06 Section No. 23-00306-00-TL, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

Upon call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-81 Resolution Authorizing the Execution of an Agreement with S. Shafer Excavating for the Demolition of 1202 E. Eldorado, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

Upon call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-82 Resolution Accepting Rush Truck Centers Invoice for Bus Engine Rebuild, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

Upon call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-83 Resolution Rescinding Resolution No. R2022-19 Accepting the Quote of Midwest Public Safety LLC for the Purchase for Six Getac B630 Computers and Associated Equipment, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

Mr. Jim Edwards, Director of IT, gave an overview of the Resolution.

Upon call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2023-84 Resolution Accepting the Bid Price of CDS Office Technologies for the Purchase of Eleven New Panasonic Toughbook Computers with Associated Technology for Five Police Vehicles Purchased in February of 2022 (R2022-18) and Six Police Vehicles Approved for Purchase in January of 2023 (R2023-53), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

Upon call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Motion to Finalize the Scope of Work for the Fairview/Oakland/Grand Sewer Separation Project), was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Horn.

City Manager Wrighton clarified that the motion should be for selecting Alternative 3.

Council members discussed alternatives for the sewer project and a majority of Council members agreed on Alternative 3, full separation of the storm and sanitary with a storm discharge to Steven’s Creek south of Fairview Park.

Upon call of the roll, Council members Lisa Gregory, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Councilman David Horn voted nay. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through H. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. No Council member requested to remove an item from the Consent Agenda Calendar. The Clerk read items A. through H.:

R2023-85 Item A. Resolution Approving Reappointment - City Plan Commission

R2023-86 Item B. Resolution Approving Reappointments - Electrical Commission

R2023-87 Item C. Resolution Approving Reappointment - Historical and Architectural Sites Commission

R2023-88 Item D. Resolution Approving Reappointments - Police Pension Fund Board of Trustees

R2023-89 Item E. Resolution Authorizing Signatory Authority Illinois Municipal Retirement Fund Appointment of Authorized Agent

2023-29 Item F. Ordinance Annexing Territory 2225 South Taylor Road

R2023-90 Item G. Resolution Accepting Presidio Networked Solutions Group, LLC Quote for Purchase of Two Master Backbone Core Network Switches

R2023-91 Item H. Resolution Accepting the Quote and Authorizing the Work with Christy-Foltz, Inc for Interior Painting at Transit Center 353 E. William

Councilwoman Gregory moved Items A. through H. be approved by Omnibus Vote; seconded by Councilman Horn, and on call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

With no other New Business, Mayor Moore Wolfe called for Other Business.

Council members expressed their condolences to those involved in the wreck that occurred on Interstate 55 resulting in several casualties. Council members thanked Jim Taylor and Lloyd Holman for their efforts in the Workers Memorial Day ceremony honoring fallen workers. Council members encouraged citizens to vote in municipal elections and congratulated Dennis Cooper, Lisa Gregory and Pat McDaniel for their Council win.

There being no further business, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the City Council meeting be adjourned, seconded by Councilman Horn and upon call of the roll, Council members Lisa Gregory, David Horn, Ed Culp, Dennis Cooper, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 6:27 p.m.

Approved_____
Kim Althoff
City Clerk

SUBJECT: Treasurer's Financial Report

ATTACHMENTS:

Description	Type
Cover Memo	Backup Material
Backup Material	Backup Material

CITY OF DECATUR ILLINOIS

ONE GARY K. ANDERSON PLAZA DECATUR, ILLINOIS 62523

Treasurers Financial Report
April 2023

The Year in Play

The total revised budget for fiscal year 2023 authorizes $274.5 million in expenditures, against $236.5 million in authorized revenues.

The General Fund budget, as a part of the adopted City budget, includes General Fund Revenue of $87.1 million and Expense of $88.8 million.

City Financial Position

The City of Decatur ended the month with a total cash position of $120.8 million (excluding trust and agency funds earmarked for Police and Fire pensions) versus the cash position of $120.7 at the end of last month.

The City General Fund ended the month with a cash position of $23.3 million versus last month's cash position of $24.8 million. The General Fund is the primary operating fund of the City which provides the cash to pay for the basic services to citizens and stakeholders, including public safety protection, public works services, code enforcement, economic and community development services as well as general government service.

The General Fund cash reserve position is 95 days. The council approved cash reserve policy is a 90-day cash reserve, which is calculated for the FY2023 budget at $20.9 million.

City cash reserves are contained in Special Revenue funds ($22.5 million), TIF Redevelopment funds ($3.1 million), Capital funds ($4.4 million), Debt Service fund ($1.8 million), Internal Service funds ($4.8 million) and Enterprise funds ($60.7 million), which are earmarked for specific purpose and not expendable to finance the cost of basic services provided to citizens and stakeholders.

City cash position reported in $ millions, numbers may not add due to rounding

Fund Type	Feb-23	Mar-23	Apr-23	Comment
Special Revenue	23.5	22.9	22.5	Library, State MFT, Local MFT, Federal programs, etc.
TIF Redevelopment	3.04	3.07	3.1	Debt service and redevelopment agreement obligations
Capital	3.6	3.3	4.4	Capital funding available
Debt	1.8	1.8	1.8	Debt service obligations
Internal Service	4.5	5	4.8	Risk insurance, EE healthcare benefits, Fleet maintenance
Enterprise	60	59.6	60.7	Utilities – Water, Sewer, Storm Water, Transit, Recycling, Fiber
Non-General Fund	96.44	95.67	97.3	
General Fund	25.1	24.8	23.4	Basic services to citizens and stakeholders
Total City Cash	121.8	120.7	120.8	

Changes of note in the period:

- Two million dollars were transferred from the General Fund to the Equipment Replacement Fund to cover vehicle replacements. This transfer was in previous years done at the end of the Fiscal Year but was moved up to mid-year to keep a positive cash balance in the Equipment Replacement Fund. There are a large number of vehicle replacements budgeted in FY2023.

General Fund Position

Cash

The City General Fund cash position ended the reporting period at $23.4 million. The current cash balance represents a cash reserve position of about 95 days. The general fund 90 reserve was calculated to be $20.9 million for the FY2023 budget based on the policy of excluding capital expenses. About a quarter million dollars represents one day of reserve.

General Fund Result

City General Fund position of revenue received versus expense incurred to date is as follows for the period.

$(000)	Budget(4)	Year to Date(1)	Budget Target(2)	% vs Target(3)
Revenue	87,097	24,595	24,959	-1%
Expense	88,862	26,425	24,550	7%
Surplus	(1,765)	(1,830)	409	

Chart notes
1 – actual year to date general fund revenue and expense
2 – budget year to date general fund revenue and expense
3 – year to date percentage comparison of actual to budget
4 – annual budget from Council Adoption

Revenue Comments

- A million dollars of cost share revenue was received from ADM into the Water Capital Fund.
- The revenue estimates are based upon the FY2022 actual collections. For example, if 10% of a revenue was received in FY2022 in a given month, the FY2023 budgeted amounts, with certain exceptions, are budgeted to come at 10% in that same month in FY2023.
- Local and state economic indicator taxes, which are distributed with a 1-3 month lag between merchant collection and distribution to the city are generally positive compared to last year.

General Fund Revenue

Revenue to date through the period is $24.5 million versus budget to date revenue of $24.9 million, under budget by 1%.

Year to date position of revenue vs. budget

GENERAL GOV TAXES	Actual YTD	Budget YTD	vs Budget	% vs Budget
PROPERTY TAX	-	-	-	
MOBILE HOME PRIVELEGE TAX	-	-	-	
STATE SALES TAX	4,567,845	4,568,988	(1,143)	0%
TELEPHONE UTILITY TAX	430,622	387,657	42,965	10%
FOOD & BEVERAGE TAX	1,317,911	1,260,049	57,862	4%
HOTEL AND MOTEL TAX	347,613	295,852	51,762	15%
LOCAL SALES TAX	4,433,972	4,334,982	98,991	2%
AVIATION FUEL TAX	5,357	2,667	2,690	50%
LOCAL USE TAX	1,070,153	1,072,105	(1,952)	0%
AUTO RENTAL TAX	17,836	14,574	3,263	18%
UTILITY TAX - ELECTRIC & GAS	1,877,960	2,212,977	(335,017)	-18%
VIDEO GAMING TAX	770,554	724,102	46,452	6%
CABLE TV TAX	240,141	265,660	(25,519)	-11%
Sub Total	15,079,966	15,139,612	(59,645)	0%
GENERAL GOVERNMENT (INTERGOV)				
LOCAL REPLACEMENT TAX	47,340	-	47,340	100%
STATE REPLACEMENT TAX	1,227,975	819,201	408,773	33%
STATE INCOME TAX	3,691,238	4,015,040	(323,803)	-9%
FEDERAL GRANTS	-	150,000	(150,000)	
STATE GRANTS OR OTHER	-	50,000	(50,000)	
POLICE OT REIMBURSEMENTS	31,233	24,024	7,208	23%
CANNABIS TAX	36,675	41,806	(5,131)	-14%
OPIOID TREATMENT FUNDING	50,000	-	50,000	100%
ADDI REIMBURSEMENTS	1,102	-	-	
Sub Total	5,085,561	5,100,072	(15,613)	0%
GENERAL GOVERNMENT (SERVICE)				
Sub Total	2,804,606	2,887,535	(82,928)	-3%
GENERAL GOV LICENSES/PERMITS				
Sub Total	173,421	482,861	(309,440)	-178%
GENERAL GOV OTHER				
Sub Total	1,451,789	1,349,431	102,358	7%
General Fund Total (year-to-date)	**24,595,343**	**24,959,510**	**(364,167)**	-1%

Revenue numbers may not add due to rounding

Key Economic Driven General Fund Revenues vs. the Full Year Target

Key General Fund revenues supporting General Fund expenses are presented in the chart below depicting the full year budget, year-to-date revenue received, with comparison to the full year budget and prior year revenue receipt.

	2023 Budget	2023 YTD	YTD % of budget	2022 YTD	% Change year vs year
State Sales Tax	13,914,000	4,567,845	32.8%	4,268,929	7.0%
Local Sales Tax (Gen Fund)	13,334,000	4,433,972	33.3%	4,052,011	9.4%
State Income Tax	11,874,000	3,691,238	31.1%	3,787,774	-2.5%
Utility Tax (Gas/Electric)	5,337,000	1,877,960	35.2%	2,075,963	-9.5%
Food & Beverage Tax (Gen Fund)	3,997,000	1,317,911	33.0%	1,177,616	11.9%
Use Tax	3,020,000	1,070,153	35.4%	1,001,967	6.8%
Video Gaming Tax	2,386,000	770,554	32.3%	716,933	7.5%
State/Local Replacement Tax (Gen Fund)	2,056,000	1,275,314	62.0%	1,464,732	-12.9%
Hotel & Motel Tax	1,152,000	347,613	30.2%	274,700	26.5%
Cable TV Tax	1,034,000	240,141	23.2%	261,734	-8.2%

General Fund Expense Comments

On a year-to-date basis, general fund spending is $26.4 million of a $88.6 million budget.

Year to date position of expense vs. budget

	Actual	Yearly Budget	% of Budget
General Government	7,766,079	19,103,490	41%
Developmental Services	1,185,737	4,287,539	28%
Public Safety	14,191,776	54,833,436	26%
Public Works	3,387,990	11,045,035	31%
General Fund Expense	26,425,062	88,862,000	30%

Expense numbers may not add due to rounding

Cash balances in funds of note are as follows with comment:

The Trust & Agency Fund balance of $212 million is sequestered in the Police and Fire Pension Funds and are not available for expenditure on other city operations.

Fund	Fund Balance	Comment
Federal HOME	$ 15,558	Federally approved programs
Federal CDBG	$ 15,646	Community Development Block Grant
State Drug Enforcement	$ 419,798	Police programs
Federal DUI Drug Enforcement	$ 346,391	Police programs
Building Fund	$ 644,895	R&M and capital of Library facility
Public Library	$ 843,231	Operational fund of Library
Library Capital	$ 996,108	Capital Expense requirements and cash reserves
Library Trust	$ 103,082	Donations received in trust for specific purpose as defined by the donors and unavailable for other use
Local Roads and Streets	$ 1,615,736	Street repairs and maintenance
Motor Fuel Tax	$ 6,465,137	Street repairs and maintenance
Community Revitalization	$ 9,511,647	Revitalization initiatives
2018 Project	$ 223,664	General Obligation bond proceeds for construction of new fire stations
Capital Project	$ 30,826	Minimal funding available
Equipment Replacement	$ 1,388,483	Police, fire and public works capital requirements including vehicle replacements
Debt Fund	$ 1,857,165	Debt payments on current debt issues
Fleet Maintenance	$ 653,806	Repair and maintenance of city vehicle fleet
Risk Management	$ 3,934,941	Cash reserves for ongoing business insurance costs including liability, property, & worker's compensation
Employee Insurance	$ 224,003	Coverage for healthcare and other benefit expenses.
Public Transit Operations	$ (1,537,200)	Operational and capital funding of the transit system
Fiber Optics	$ 667,854	City investment in the next phase of a fiber optic network
Storm Water	$ 3,175,749	Balance and ongoing cash flow is sufficient to fund currently defined storm water projects
Sewer	$ 12,817,421	Balance and ongoing cash flow is sufficient to fund currently defined sewer projects
Water Utility	$ 5,751,294	Balance and ongoing cash flow is sufficient to fund currently defined water projects.
2022 Bond Fund	$ 24,721,550	Bond revenues in FY22
Grant	$ 645,275	Unbudgeted FY2022 grants
ARP	$ 2,652,768	Federal ARP funds as per city budget

Investments

City investments include about $50.8 million in US Treasury Bonds and an additional $20 million from the 2022 bond proceeds from this fiscal year. The investment schedule provides the details of the investments. The investments are comprised of fire station initiative bond proceeds, pooled cash, and the 2022 bond proceeds.

The bond proceeds and pooled cash are invested in treasury bonds and are scheduled to mature over the next months to three years, the 2022 bond funds in short term investments through 2023.

Investment instruments are in accordance with the City Investment Policy with interest rates maximized given available current marketplace investment returns.

Debt

Debt outstanding was $158 million at the end of FY22. All debt principal and interest payments are covered within the 2023 fiscal year operating plan and budget and are secured within the current cash flow operations of the city.

Revenue Tracking

City-wide Revenue received during the reporting period is $18.4 million. This is 7.7% of the annual revenue budget of $236 million.

Of note, the property tax revenues received by the City according to the tax levy in effect will provide the cash resources to fund City contributions to the Police and Firemen's Pension Fund, fund City contributions to the operation of the Decatur Public Library, provide City funding for a portion of the General Obligation Bond debt payments, and provide funding for the City contribution to the Decatur Municipal Band.

The property tax revenues received in FY2023 provide for the pension funds, operation of the Library, debt payments and the Municipal Band. Only a portion of the city's operational costs are funded by property tax, which are more generally funded by a variety of other revenues such as state income and use taxes, or fees for service, as per the Water Fund.

Property Tax for FY2023

The levy is $15,323,128 million, excluding TIF districts. The tax rate is estimated at 1.62733% of the EAV of $941,610,236, with another $19.2 million for the TIF districts. The City property tax levy is about 16% of the total property tax rate for City property owners.

Expenditure Tracking

City-wide expenses during the reporting period were $16.4 million, which is 6% of the annual revised expense budget of $274.5 million.

Water Utility

The financial performance of the City Water Utility is illustrated in this report. The report mimics the reporting for a business enterprise, depicting actual profit and loss performance versus budget, compared

to the previous year, as well as on a monthly basis. In addition, key balance sheet items are reported as well as Capital Expense spending.

Water Utility performance achieved through the end of the month, on an operating margin (before debt service or transfer to capital) about $1.4 million of expenses over revenue. In FY2022, the comparable was $1.5 million revenue over expenses. In debt payments for the Fiscal Year, about $9 million has been paid out so far.

The report entitled “Water Utility Metrics” is a schedule reporting on key metrics in comparison to the prior year.

Headcount Staffing Across all Funds

Current full-time staffing level is 431 FTEs versus budget of 457 FTEs. There are 19 part-time and temp employees.

Fiscal Year 2023

Fiscal Period Ending April 2023

City of Decatur

Treasurer's Financial Report

Report Distribution:

Mayor
City Council Members
City Manager
City Clerk
City Department Heads
Public Copy in Office of the City Clerk

Prepared By:

Office of the City Treasurer

City of Decatur **Month of: April 2023**

Treasurer's Cash Report

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
	General Fund									
10	GENERAL FUND	24,816,422.18	5,803,604.66	7,215,419.85	(17,879.86)		23,386,727.13		23,386,727.13	0.00
	Special Revenue Funds									
16	COMMUNITY GRANT FUND	(12,468.75)	0.00	40,000.00	0.00		(52,468.75)		(52,468.75)	
17	HOME FUND	14,664.09	20,739.39	19,845.40	0.00		15,558.08		15,558.08	
18	CDBG FUND	13,209.96	41,736.63	39,300.14	0.00		15,646.45		15,646.45	
22	DUATS FUND	59,652.32	24.71	502.60	0.00		59,174.43		59,174.43	
25	STATE DRUG ENFORCEMENT	419,380.46	12,165.68	318.00	(11,430.00)		419,798.14		419,798.14	
26	DUI FINES AND FEES FUND	225,764.64	6,323.25	2,744.00	0.00		229,343.89		229,343.89	
27	POLICE LAB & PROGRAMS	186,910.45	77.76	0.00	0.00		186,988.21		186,988.21	
30	FEDERAL DRUG ENFORCEMENT	347,003.19	144.21	756.00	0.00		346,391.40		346,391.40	
34	BUILDING FUND	757,289.96	51,489.62	163,884.84	0.00		644,894.74		644,894.74	
35	LIBRARY FUND	955,858.65	194,371.92	306,999.42	0.00		843,231.15		843,231.15	
36	MUNICIPAL BAND FUND	94,331.56	1,064.07	1,847.20	0.00		93,548.43		93,548.43	
37	FOREIGN FIRE INSURANCE FUND	222,657.54	247.61	13,557.87	0.00		209,347.28		209,347.28	
42	LOCAL STREETS & ROADS	1,499,951.09	150,444.96	34,660.22	0.00		1,615,735.83		1,615,735.83	
46	MOTOR FUEL TAX FUND	6,274,801.95	221,982.16	31,646.82	0.00		6,465,137.29		6,465,137.29	
58	LIBRARY CAPITAL	995,694.21	414.24	0.00	0.00		996,108.45		996,108.45	
59	LIBRARY TRUST FUNDS	105,072.08	193.29	2,182.93	0.00		103,082.44		103,082.44	
82	DCDF FUND	161,230.86	1,556.20	78.86	0.00		162,708.20		162,708.20	
84	COMMUNITY REVITALIZATION	10,020,810.96	5,762.81	514,926.85	0.00		9,511,646.92		9,511,646.92	
85	GRANT FUND	645,006.97	268.34	0.00	0.00		645,275.31		645,275.31	
	Total Special Revenue Funds	22,986,822.19	709,006.85	1,173,251.15	(11,430.00)	0.00	22,511,147.89	0.00	22,511,147.89	0.00
	TIF & Redevelopment Funds									
19	OLDE TOWNE TIF FUND	245,806.60	102.26	0.00	0.00		245,908.86		245,908.86	
21	WABASH CROSSING TIF	2,036,384.76	847.20	0.00	0.00		2,037,231.96		2,037,231.96	
23	EASTGATE TIF FUND	268,547.92	18,865.63	0.00	0.00		287,413.55		287,413.55	
24	SOUTHSIDE TIF FUND	185,367.00	77.12	0.00	0.00		185,444.12		185,444.12	
28	PINES SHOPPING CENTER TIF	116,535.23	3,129.12	0.00	0.00		119,664.35		119,664.35	
29	GRAND & OAKLAND TIF	224,731.21	5,839.69	0.00	0.00		230,570.90		230,570.90	
	Total TIF & Redevelpmnt Funds	3,077,372.72	28,861.02	0.00	0.00	0.00	3,106,233.74	0.00	3,106,233.74	0.00
	Capital Funds									
40	PEG CAPITAL FUND	117,371.11	48.06	3,680.58	0.00		113,738.59		113,738.59	
44	2018 PROJECT FUND	230,933.19	94.54	7,363.61	0.00		223,664.12	0.00	223,664.12	
45	CAPITAL PROJECT FUND	53,976.40	17.64	23,168.50	0.00		30,825.54		30,825.54	(481,816.00)
61	EQUIPMENT REPLACEMENT	268,145.43	2,054,080.78	933,743.55	0.00		1,388,482.66		1,388,482.66	
99	AMERICAN RESCUE PLAN	2,658,880.62	0.00	6,113.00	0.00		2,652,767.62		2,652,767.62	
	Total Capital Funds	3,329,306.75	2,054,241.02	974,069.24	0.00	0.00	4,409,478.53	0.00	4,409,478.53	(481,816.00)

City of Decatur **Month of: April 2023**

Treasurer's Cash Report

Fund	Fund Name	Opening Cash & Investments	Receipts	Disbursements	Balance Sheet Accts Activity	Investment Transfers	Ending Cash Balance	Investments	Total Cash & Investments	Interfund Loans (Borrowing)
	Debt Fund									
50	DEBT FUND	1,839,307.80	17,856.77	0.00	0.00		1,857,164.57		1,857,164.57	0.00
	Internal Service Funds									
60	FLEET MAINTENANCE	586,449.91	267,139.20	199,783.11	0.00		653,806.00		653,806.00	
64	RISK MANAGEMENT	3,853,454.83	339,146.78	257,660.94	0.00		3,934,940.67		3,934,940.67	
65	INSURANCE FUND	622,202.40	907,426.71	1,305,626.50	0.00		224,002.61		224,002.61	
	Total Internal Service Funds	5,062,107.14	1,513,712.69	1,763,070.55	0.00	0.00	4,812,749.28	0.00	4,812,749.28	0.00
	Enterprise Funds									
70	TRANSIT - OPERATION	(832,035.84)	79,087.28	784,251.48	0.00		(1,537,200.04)		(1,537,200.04)	
77	FIBER OPTICS	663,334.28	1,951.85	(2,567.58)	0.00		667,853.71		667,853.71	
78	STORM WATER	3,134,822.16	149,010.64	108,083.37	0.00		3,175,749.43		3,175,749.43	
79	SEWER FUND	12,838,578.18	576,549.76	597,707.41	0.00		12,817,420.53		12,817,420.53	
80	WATER FUND	4,329,578.02	2,645,190.47	1,230,214.41	6,739.48		5,751,293.56		5,751,293.56	
81	WATER CAPITAL	2,047,939.44	1,016,121.00	680,383.01	0.00		2,383,677.43		2,383,677.43	481,816.00
86	WATER DEBT	12,500,000.00	0.00	0.00	0.00		12,500,000.00		12,500,000.00	
88	RECYCLING PROGRAM	286,527.24	55,736.32	71,367.66	0.00		270,895.90		270,895.90	
89	2022 BOND FUND	24,649,947.92	72,802.02	1,200.00	0.00		4,493,061.41	20,228,488.53	24,721,549.94	
	Total Enterprise Funds	59,618,691.40	4,596,449.34	3,470,639.76	6,739.48	0.00	40,522,751.93	20,228,488.53	60,751,240.46	481,816.00
	Trust & Agency Funds									
90	FIRE PENSION FUND CASH	3,517,861.05	159,244.15	818,891.29	0.00		2,858,213.91		2,858,213.91	
90	FIRE PENSION INVESTMENTS	83,916,149.32	1,782,277.91	9,327.60	0.00			85,689,099.63	85,689,099.63	
	TOTAL FIRE PENSION	87,434,010.37	1,941,522.06	828,218.89	0.00	0.00	2,858,213.91	85,689,099.63	88,547,313.54	
91	POLICE PENSION FUND CASH	9,146,068.69	184,849.63	954,344.77	0.00		8,376,573.55		8,376,573.55	
91	POLICE PENSION INVESTMENTS	114,034,363.23	1,576,013.86	20,431.17	0.00			115,589,945.92	115,589,945.92	
	TOTAL FIRE PENSION	123,180,431.92	1,760,863.49	974,775.94	0.00	0.00	8,376,573.55	115,589,945.92	123,966,519.47	
	Total Trust & Agency Funds	210,614,442.29	3,702,385.55	1,802,994.83	0.00	0.00	11,234,787.46		212,513,833.01	0.00
	Total City Funds	331,344,472.47	18,426,117.90	16,399,445.38	(22,570.38)	0.00	111,841,040.53	20,228,488.53	333,348,574.61	
Memorandum Items										
	Pooled Cash Investments							50,801,127.20	50,801,127.20	
	City Funds ex Trust & Agency	120,730,030.18	14,723,732.35	14,596,450.55	(22,570.38)	0.00	100,606,253.07	71,029,615.73	120,834,741.60	0.00

City of Decatur
Treasurer's Investment Report

Month of : April 2023

Pooled Cash
Account # 8051000942
Multiple Funds - Pooled Cash

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	1.700%	-	-	-	-	13,687.50	23,866.07
US Treasury Bond	Mar - Sep	03/31/23	1.50000%	4.340%	-			-		
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	3.410%	1,750,000.00	2,919,892.58	2,951,370.00	-	991.85	(101.90)
US Treasury Bond	Feb - Aug	08/31/23	0.12500%	4.650%	1,250,000.00			-		
US Treasury Bond	May - Nov	11/30/23	0.50000%	0.520%	2,225,000.00	4,399,441.41	4,361,737.75	-	(1,957.41)	9,167.59
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.790%	1,000,000.00			-		
US Treasury Bond	May - Nov	11/30/23	0.50000%	4.510%	1,250,000.00			-		
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	0.460%	1,500,000.00	2,682,822.26	2,617,340.00	-	(849.92)	4,775.08
US Treasury Bond	Jun-Dec	06/15/24	0.25000%	4.160%	1,250,000.00			-		
US Treasury Bond	Feb - Aug	08/15/24	0.37500%	0.390%	1,600,000.00	1,599,062.50	1,516,944.00	-	3,000.00	6,000.00
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	0.530%	1,000,000.00	2,180,195.32	2,128,635.00	-	1,760.35	5,510.35
US Treasury Bond	Mar - Sep	09/15/24	0.37500%	4.050%	1,250,000.00			-		
US Treasury Bill Zero	Apr-Oct	04/27/23	0.37400%	4.020%	-	-	-	4,660.24	4,660.24	4,660.24
US Treasury Bond	May - Nov	05/31/23	0.12500%	4.640%	1,250,000.00	1,239,550.78	1,245,437.50	-	(489.36)	(489.36)
US Treasury Bond	Jun-Dec	06/30/23	0.12500%	4.650%	1,250,000.00	1,234,863.28	1,240,112.50	-	(358.25)	(358.25)
US Treasury Bond	Jan-July	07/15/23	0.12500%	4.590%	1,250,000.00	1,232,812.50	1,237,212.50	-	(293.51)	(293.51)
US Treasury Bond	Mar - Sep	09/30/23	0.25000%	4.620%	1,250,000.00	1,222,265.63	1,226,462.50	-	60.11	60.11
US Treasury Bond	Apr-Oct	10/15/23	0.12500%	4.640%	1,250,000.00	1,219,140.63	1,223,150.00	781.25	94.44	94.44
US Treasury Bond	Jun-Dec	12/31/23	2.25000%	4.500%	1,250,000.00	1,228,857.42	1,228,325.00	-	(6,448.56)	(6,448.56)
US Treasury Bond	Jan-July	01/15/24	0.12500%	4.460%	1,250,000.00	1,207,275.39	1,208,887.50	-	(293.51)	(293.51)
US Treasury Bond	Feb - Aug	02/15/24	0.12500%	4.450%	1,250,000.00	1,202,880.86	1,203,662.50	-	(159.70)	(159.70)
US Treasury Bond	Mar - Sep	03/15/24	0.25000%	4.360%	1,250,000.00	1,201,464.84	1,201,225.00	-	(76.41)	(76.41)
US Treasury Bond	Apr-Oct	04/30/24	2.00000%	4.330%	1,250,000.00	1,218,994.14	1,215,475.00	-	(9,944.75)	(9,944.75)
US Treasury Bond	May - Nov	05/31/24	2.50000%	4.180%	1,250,000.00	1,225,927.74	1,220,112.50	-	(9,787.09)	(9,787.09)
US Treasury Bond	Jan-July	07/15/24	0.37500%	4.100%	1,250,000.00	1,191,113.28	1,188,475.00	-	(880.54)	(880.54)
US Treasury Bond	Feb - Aug	08/31/24	1.25000%	4.050%	1,250,000.00	1,201,660.16	1,197,462.50	-	(1,019.01)	(1,019.01)
US Treasury Bond	Apr-Oct	10/15/24	0.62500%	3.980%	1,250,000.00	1,187,207.03	1,183,637.50	3,906.25	472.18	472.18
US Treasury Bond	May - Nov	11/15/24	0.75000%	3.950%	1,250,000.00	1,186,914.06	1,183,550.00	-	(3,340.81)	(3,340.81)
US Treasury Bond	Jun-Dec	12/15/24	1.00000%	3.880%	1,250,000.00	1,190,380.86	1,186,037.50	-	(3,399.73)	(3,399.73)
US Treasury Bond	Jan-July	01/15/25	1.12500%	3.890%	1,250,000.00	1,190,087.89	1,186,375.00	-	(2,641.58)	(2,641.58)
US Treasury Bond	Feb - Aug	02/15/25	1.50000%	3.850%	1,250,000.00	1,196,777.34	1,192,237.50	-	(1,916.44)	(1,916.44)
US Treasury Bond	Mar - Sep	03/15/25	1.75000%	3.800%	1,250,000.00	1,201,708.99	1,196,675.00	-	(534.99)	(534.99)
US Treasury Bond	Mar - Sep	03/31/25	0.50000%	4.090%	1,825,000.00	1,700,244.14	1,706,028.25	-	-	-
US Treasury Bond	Apr-Oct	04/30/25	0.37500%		1,250,000.00	1,162,060.55	1,162,500.00	(2,317.85)	(2,317.85)	
Federated US Treasury Cash Reserves		Liquid			11,166,514.66	11,177,525.62	11,290,215.67	16,766.47	17,594.46	
Total Investment(s)					52,066,514.66	50,801,127.20	50,699,283.17	23,796.36	(4,388.29)	12,919.92

Journal Entry

Pooled Cash	Month	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Unbooked	Booked
Fees	(10,036.66)	(2,080.15)	(10,036.66)			(12,116.81)	-
Gain/Loss from sale of bond	0.00	5,494.14				5,494.14	
Interest (Income)	23,796.36	(28,184.65)	23,796.36	-	-	(4,388.29)	-
	13,759.70	(24,770.66)	13,759.70	-	-	(11,010.96)	-

Water Capital Bond
Account # 1001027214
Fund 89

Investment Instrument	Expect Int Income	Maturity Date	Coupon Rate	Yield at Purchase	Par Value Amount	Cost	Market Value	CP Interest Received	YTD Interest Received 2023	BTD Interest Received
United States Treasury Bill Zero 19 Jan 2023	Jan-Jul	1/19/2023	1.340%		-	-	-	-	26,445.00	26,445.00
United States Treasury Note/Bond 1.5% 28 Feb 2023	Feb-Aug	2/28/2023	1.500%	3.020%	-	-	-	-	15,000.00	16,875.00
United States Treasury Note/Bond .125% 31 Mar 2023	Mar-Sep	3/31/2023	0.125%	3.100%	-	-	-	-	1,250.00	1,612.02
United States Treasury Note/Bond .25% 15 Apr 2023	Apr-Oct	4/15/2023	0.250%	3.140%	-	-	-	2,500.00	2,500.00	3,428.96
United States Treasury Bill Zero 27 Apr 2023	Apr-Oct	4/27/2023	2.243%	4.490%	-	-	-	32,911.67	32,911.67	32,911.67
United States Treasury Bill Zero 25 May 2023	May	5/25/2023	2.260%	4.650%	1,800,000.00	1,760,224.00	1,760,224.00	-	-	-
United States Treasury Note/Bond .125% 31 May 2023	May-Nov	5/31/2023	0.125%	3.220%	2,000,000.00	1,950,859.38	1,992,700.00	-	-	778.69
United States Treasury Note/Bond .125% 30 Jun 2023	Jun-Dec	6/30/2023	0.125%	3.230%	2,000,000.00	1,945,703.13	1,984,180.00	-	-	(264.95)
United States Treasury Note/Bond .125% 15 Jul 2023	Jan-Jul	7/15/2023	0.125%	3.260%	2,000,000.00	1,942,812.50	1,979,540.00	-	1,250.00	1,086.96
United States Treasury Bill Zero 20 Jul 2023	Jan-Jul	7/20/2023	2.351%	4.780%	2,000,000.00	1,954,041.39	1,954,041.39	-	1,250.00	1,250.00
United States Treasury Bill Zero 24 Aug 2023	Feb-Aug	8/24/2023	2.466%	5.090%	2,000,000.00	1,951,865.83	1,951,865.83	-	-	
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.660%	1,500,000.00	2,982,785.16	3,015,370.00	-	11,625.00	324.05
United States Treasury Note/Bond .75% 31 Dec 2023	Jun-Dec	12/31/2023	0.750%	4.750%	1,600,000.00					
United States Treasury Note/Bond .25% 15 Mar 2024	Mar-Sep	3/15/2024	0.250%	4.630%	2,000,000.00	1,918,906.25	1,921,960.00	-	(217.39)	(217.39)
United States Treasury Note/Bond .375% 15 Apr 2024	Apr-Oct	4/15/2024	0.375%		3,500,000.00	3,353,867.19	3,355,345.00	(261.28)	(261.28)	(261.28)
BlackRock Liquidity Funds Treasury Trust Fund Portfolio					467,423.70	467,423.70	556,047.03	957.25	3,499.68	
Total Investment(s)					*20,867,423.70*	*20,228,488.53*	*20,471,273.25*	*36,107.64*	*95,252.68*	*83,968.73*
GRAND TOTALS:					*72,933,938.36*	*71,029,615.73*	*71,170,556.42*	*59,904.00*	*90,864.39*	*96,888.65*

Journal Entry

Water Capital Bond	***Month***	***Quarter 1***	***Quarter 2***	***Quarter 3***	***Quarter 4***	***Unbooked***	***Booked***
Fees	*(4,080.61)*	*(4,032.05)*	*(4,080.61)*			*(4,080.61)*	*(4,032.05)*
Gain/Loss from sale of bond	*38,906.25*	*54,531.25*	*38,906.25*			*38,906.25*	*54,531.25*
Interest (Income)	*36,107.64*	*59,145.04*	*36,107.64*	-	-	*36,107.64*	*57,494.01*
	70,933.28	*109,644.24*	*70,933.28*	-	-	*70,933.28*	*107,993.21*

**Coupon rate for Treasury Bill Zero is the difference between Par Value and Cost divided by Cost*

City of Decatur home **Month of: April 2023**

Water Bond Issue - 2022 Bond Fund 89

Bond Issuance	2022
Par Value of Bonds	24,840,000
Premium	542,055
Total Source of Funds	25,382,055
Total Use of Funds	25,382,055
Cost of issuance	378,149
Bond Proceeds	25,003,906

Fund Description *Accounts for public works capital improvements in the water and sewer utilities financed by the proceeds from the issuance of bonds*

Debt Issue *GO Series 2022 issued by the city dated April 28, 2022 to finance water and sewer infrastructure projects*

Project *The water and sewer sustainability initiative is the first phase of a multi phase long term capital project to secure cost efficient operation, infrastructure improvements, and long-term sustainability of the citys water and sewer utilities. The initial $133 million project investment will span 5 years with completion envisioned in 2026. Water Utility projects include, but are not limited to, South Water Treatment Plant claifier conversion, water main replacements, treatment plant chemical system upgrade, and other projects. Sewer Utility projects include replacement of main line sanitary sewer segments within the city.*

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	217,329	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	
Revenues													
Bond Proceeds				25,382,055	-	-	-	-	-	-	-	-	25,382,055
Interest/Investment Income				-	-	-	-	-	8,487	25,354	17,704	20,856	72,401
Expenditures													
Transfer out of old proceeds	*transfer to water fund 80 for debt service*			217,329	-	-	-	-	-	-	-	-	217,329
Bond Insuance Costs				378,149									
Water/Sewer improvements				-	-	-	-	-	-	37,890	55,230	29,911	123,031
				-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	595,478	-	-	-	-	-	37,890	55,230	29,911	718,509
Ending cash available	217,329	217,329	217,329	25,003,906	25,003,906	25,003,906	25,003,906	25,003,906	25,012,393	24,999,857	24,962,332	24,953,276	

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
Proceeds available to spend	24,953,276	24,938,010	24,958,055	24,649,948									
Revenues													
Bond Proceeds	-	-	-	-									-
Interest/Investment Income	40,532	20,046	4,848	33,896									99,321
Gain/Loss on Investments	-	-	54,531	38,906									93,438
Expenditures													
Transfer out of old proceeds	-	-	-	-									-
Bond Insuance Costs	-	-	-	-									-
Water/Sewer improvements	55,798	-	367,487	1,200									424,485
													-
Total Expenditures	55,798	-	367,487	1,200	-	-	-	-	-	-	-	-	424,485
Ending cash available	24,938,010	24,958,055	24,649,948	24,721,550	-	-	-	-	-	-	-	-	

City of Decatur *home* **Month of: April 2023**

Fire Station New Construction - Status of 2018 Project Fund 44

Bond Issuance	2018
Par Value of Bonds	8,000,000
Premium	806,021
Total Source of Funds	8,806,021
Total Use of Funds	8,806,021
Underwriter's Discount	56,000
Bond Insurance	26,104
Closing Costs	41,770
Bond Proceeds	8,682,147

Fund Description *Accounts for capital improvements that are financed by the proceeds from the issuance of bonds*

The 2018 GO Bonds included proceeds to finance the construction of three (3) new fire stations, replacing station 3 Fairview Millikin, station 5 Brentwood, and station 7 Airport.

On July 17, 2018, the City issued general obligation bonds with 20 year maturity raising the cash proceeds to defray the cost of the construction of the three fire stations.

The 2018 GO Bond debt issue included Lake Decatur dredging initiative Phase IV (final phase), Fire Station Renovation note payoff with Busey Bank (stations 1, 2, 4 and 6), and Fire Station new construction reported on this schedule.

Actual Bond Spend Activity in Fiscal year 2018	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	Total
Proceeds available to spend							8,682,147	8,513,450	8,487,932	8,487,629	8,439,674	8,383,973					
Revenues																	
Investment Income							-	-	-	-	-	30,183	30,183				
Expenditures																	
Fire Station 3							-	-	-	-	-	8,190	8,190	8,190			
Fire Station 5							168,697	25,518	-	47,955	55,701	26,885	324,756		324,756		
Fire Station 7							-	-	303	-	-	-	303			303	
Total Expenditures							168,697	25,518	303	47,955	55,701	35,075	333,249	8,190	324,756	303	333,249
Ending cash available							8,513,450	8,487,932	8,487,629	8,439,674	8,383,973	8,379,081					

Actual Bond Spend Activity in Fiscal year 2019	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	Total
Proceeds available to spend	8,379,081	8,302,118	8,157,046	8,156,027	8,005,690	8,030,861	7,840,396	7,620,197	7,378,090	7,422,473	6,747,802	6,747,711					
Revenues																	
Investment Income	594	24,394	858	7,975	25,171	1,645	3,855	1,342	44,383	9,094	956	33,797	154,064				
Expenditures																	
Fire Station 3	-	-	-	-	-	-	-	-	-	-	-	19,000	19,000	19,000			
Fire Station 5	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,265	1,047	419,111	2,170,248		2,170,248		
Fire Station 7	-	-	-	-	-	-	-	-	-	500	-	-	500			500	
Total Expenditures	77,557	169,466	1,877	158,312	-	192,110	224,054	243,449	-	683,765	1,047	438,111	2,189,748	19,000	2,170,248	500	2,189,748
Ending cash available	8,302,118	8,157,046	8,156,027	8,005,690	8,030,861	7,840,396	7,620,197	7,378,090	7,422,473	6,747,802	6,747,711	6,343,397					

Actual Bond Spend Activity in Fiscal year 2020	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	Total
Proceeds available to spend	6,343,397	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723					
Revenues																	
Investment Income	560	560	47,649	6,984	478	27,993	1,827	25,466	8,819	1,800	6,285	269	128,690				
Expenditures																	
Fire Station 3	-	-	176,418	24,121	-	20,832	347	14,829	13,381	-	4,621	8,342	262,892	262,892			
Fire Station 5	190,206	2,697	77,646	4,357	136,072	-		102	10,209	-	-	-	421,289		421,289		
Fire Station 7	-	-		100	-	-		500	655	-	-	79,785	81,040			81,040	
Total Expenditures	190,206	2,697	254,064	28,578	136,072	20,832	347	15,431	24,245	-	4,621	88,127	765,222	262,892	421,289	81,040	765,222
Ending cash available	6,153,751	6,151,614	5,945,199	5,923,605	5,788,011	5,795,171	5,796,651	5,806,685	5,791,259	5,793,059	5,794,723	5,706,865					

Actual Bond Spend Activity in Fiscal year 2021	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	Total
Proceeds available to spend	5,706,865	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367					
Revenues																	
Investment Income	108	1	6,143	2	1	(3,129)	1	2,206	347	2	(94)	34	5,621				
Gain/Loss from investment			(6,715)					(5,012)					(11,727)				
Transfer from Other Funds	-	-	-	-	-	-	-	480,000	-	-	-	-	480,000				
Expenditures																	
Fire Station 3	306,673	9,792	422,280	227,389	576,668	24,768	325,476	13,543	456,059	151,746	235,169	11,175	2,760,740	2,760,740			
Fire Station 5	-	-	-	-	-	-	-	140,136	-	-	-	-	140,136		140,136		
Fire Station 7	-	-	-	500	181,745	2,071	(2,071)	45,222	37,190	-	-	53,581	318,237			318,237	
Total Expenditures	306,673	9,792	422,280	227,889	758,413	26,839	323,405	198,902	493,249	151,746	235,169	64,755	3,219,114	2,760,740	140,136	318,237	3,219,114
Ending cash available	5,400,299	5,390,508	4,967,656	4,739,769	3,981,357	3,951,388	3,627,984	3,906,277	3,413,375	3,261,630	3,026,367	2,961,645					

Actual Bond Spend Activity in Fiscal year 2022	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	Total
Proceeds available to spend	2,961,645	2,961,681	2,959,059	2,933,908	2,933,704	2,581,990	2,426,325	2,422,645	2,047,121	2,037,799	2,025,318	1,317,109					
Revenues																	
Investment Income	35	(175)	152	-	127	38	-	41	378	2,755	952	587	4,890				
Gain/Loss from investment	-	34	-	(204)	-	-	-	-			116		(54)				
Transfer from Other Funds	-	-	-	-	-	-	-	-					-				
Misc. Income												115,000					
Expenditures																	
No project code								1,408	4,755	5,678							
Fire Station 3	-	-	233	-	38,746	142,384		(543)			4,095		184,914	184,914			
Fire Station 5	-	-	-	-	-	-							-		-		
Fire Station 7	-	2,480	25,070	-	313,094	13,321	3,680	374,700	4,945	9,558	705,182	861,407	2,313,438			2,313,438	
Total Expenditures	-	2,480	25,303	-	351,841	155,704	3,680	375,565	9,700	15,235	709,277	861,407	2,498,352	184,914	-	2,313,438	2,498,352
Ending cash available	2,961,681	2,959,059	2,933,908	2,933,704	2,581,990	2,426,325	2,422,645	2,047,121	2,037,799	2,025,318	1,317,109	571,289		3,235,736	3,056,430	2,713,518	9,005,684

Actual Bond Spend Activity in Fiscal year 2023	January	February	March	April	May	June	July	August	September	October	November	December	Total	Fire 3	Fire 5	Fire 7	Total
Proceeds available to spend	571,289	571,698	230,775	230,933													
Revenues																	
Investment Income	410	299	158	95									961				
Gain/Loss from investment	-	-	-	-									-				
Transfer from Other Funds	-	-	-	-									-				
Misc. Income	-	-	-	-													
Expenditures																	
No project code	-	-	-	-													
Fire Station 3	-	-	-	-									-	-			
Fire Station 5	-	-	-	-									-		-		
Fire Station 7	-	341,222	-	7,364									348,586			348,586	
Total Expenditures	-	341,222	-	7,364	-	-	-	-	-	-	-	-	348,586	-	-	348,586	348,586
Ending cash available	571,698	230,775	230,933	223,664	-	-	-	-	-	-	-	-		3,235,736	3,056,430	3,062,104	9,354,270

note 1 final number construction costs excludes $600.00 earnest payment for property acquisition in 2017
note 2 final number construction costs
note 3 construction costs for fire station 7
note 4 transfer from other funds ($480k) consists of $350k CUREs reimbursement and $130k reimbursement from fund 42 for IDOT related station 3 road work

			Construction cost			
Reconciliation	*Bond proceeds*	*8,682,147*		*qz approved*	*qz approved*	*qz approved*	
	Interest income	*324,409*		*3,231,642*	*3,056,430*	*3,670,610*	*9,958,682*
	Gain/Loss	*(11,780)*		*note 2*	*note 1*	*note 3*	
note 4	*Transfer from Other Funds*	*480,000*				*Total funds available for spend*	*9,474,775*
	Total available for spend	*9,474,775*	available funds	*3,231,642*	*3,056,430*	*3,186,703*	*9,474,775*
			yet to spend	*(4,094)*	*0*	*608,507*	*604,413*
			Funding issue	-	-	*483,907*	*483,907*

City of Decatur **Period Ending: April 2023**

City Treasurer's Financial Report

General Fund Summary

Month of Fiscal Year	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Budget
REVENUE														
Actual	6,479,130	6,309,981	6,002,627	5,803,605									24,595,343	
Budget Projection	6,173,274	5,863,228	6,962,302	5,960,707									24,959,510	87,097,000
Vs budget in month	305,856	446,753	(959,675)	(157,102)	-	-	-	-	-	-	-	-		
Vs budget to date	305,856	752,610	(207,065)	(364,167)	-	-	-	-	-	-	-	-	(364,167)	
EXPENSE														
Personnel Expense														
Actual	3,771,807	3,477,179	5,193,724	3,395,363									15,838,073	
Budget Projection	4,031,343	3,631,258	5,402,600	4,046,758									17,111,960	60,114,256
Vs budget in month	(259,536)	(154,080)	(208,876)	(651,395)	-	-	-	-	-	-	-	-		68%
Vs budget to date	(259,536)	(413,616)	(622,491)	(1,273,887)	-	-	-	-	-	-	-	-	(1,273,887)	of GF Expense
Operating Expense														
Actual	2,162,685	3,449,489	1,154,758	3,820,056									10,586,988	
Budget Projection	3,203,313	1,122,451	1,098,645	2,013,733									7,438,143	28,747,744
Vs budget in month	(1,040,628)	2,327,038	56,113	1,806,323	-	-	-	-	-	-	-	-		32%
Vs budget to date	(1,040,628)	1,286,410	1,342,523	3,148,846	-	-	-	-	-	-	-	-	3,148,846	of GF Expense
TOTAL EXPENSE														
Actual	5,934,492	6,926,668	6,348,482	7,215,420	-	-	-	-	-	-	-	-	26,425,062	
Budget Projection	7,234,656	4,753,710	6,501,244	6,060,492	-	-	-	-	-	-	-	-	24,550,102	88,862,000
Vs budget in month	(1,300,164)	2,172,958	(152,762)	1,154,928	-	-	-	-	-	-	-	-		
Vs budget to date	(1,300,164)	872,794	720,031	1,874,959	-	-	-	-	-	-	-	-	1,874,959	
Surplus / (Deficit)														
Actual	544,638	(616,686)	(345,855)	(1,411,815)	-	-	-	-	-	-	-	-	(1,829,718)	
Budget Projection	(1,061,383)	1,109,519	461,058	(99,785)	-	-	-	-	-	-	-	-	409,408	(1,765,000)
Vs budget in month	1,606,021	(1,726,205)	(806,912)	(1,312,030)	-	-	-	-	-	-	-	-		
Vs budget to date	1,606,021	(120,184)	(927,097)	(2,239,127)	-	-	-	-	-	-	-	-	(2,239,127)	
Beginning Cash Balance	25,180,137	25,730,115	25,178,805	24,816,422	-	-	-	-	-	-	-	-		
Balance Sheet Adjustments	5,339	65,377	(16,529)	(17,880)										
Ending Cash Balance	25,730,115	25,178,805	24,816,422	23,386,727	-	-	-	-	-	-	-	-		

City of Decatur *Shaded revenues are not expected to receive revenue in given month.* **Period Ending: April 2023**

City Treasurer's Financial Report

Revenue Tracking Schedule

Div	Month of Fiscal Year / Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Memo Items																
PROPERTY TAX TOTAL																
var	REAL ESTATE TAX-CIVIL CITY var						-	-	-	-	-	-	-	-	15,677,193	0%
var	REAL ESTATE TAX-TIF DISTRICTS var						-	-	-	-	-	-	-	-	1,841,409	0%
	OTHER TAXES TOTAL	-	-	-	-	-	-	-	-	-	-	-	-	-	17,518,602	0%
OTHER TAXES TOTAL																
var	LOCAL SALES TAX var	1,157,380	1,134,252	1,246,328	954,992	-	-	-	-	-	-	-	-	4,492,952	13,501,160	33%
var	STATE SALES TAX var	1,168,660	1,127,485	1,289,943	1,033,077	-	-	-	-	-	-	-	-	4,619,165	14,061,840	33%
	OTHER TAXES TOTAL	2,326,039	2,261,737	2,536,272	1,988,069	-	-	-	-	-	-	-	-	9,112,118	27,563,000	33%
	GENERAL FUND															
GENERAL GOV TAXES																
301103	PROPERTY TAX 10						-	-	-	-	-	-		-	11,940,000	0%
301106	MOBILE HOME PRIVELEGE TAX 10							-	-	-	-	-		-	14,000	0%
301201	STATE SALES TAX 10	1,155,830	1,114,655	1,277,113	1,020,247	-	-	-	-	-	-	-	-	4,567,845	13,914,000	33%
301202	TELEPHONE UTILITY TAX 10	100,718	101,222	121,496	107,186	-	-	-	-	-	-	-	-	430,622	1,183,000	36%
301203	FOOD & BEVERAGE TAX 10	349,168	310,308	314,152	344,283	-	-	-	-	-	-	-	-	1,317,911	3,997,000	33%
301204	HOTEL AND MOTEL TAX 10	71,531	89,816	74,851	111,415	-	-	-	-	-	-	-	-	347,613	1,152,000	30%
301205	LOCAL SALES TAX 10	1,142,635	1,119,507	1,231,583	940,247	-	-	-	-	-	-	-	-	4,433,972	13,334,000	33%
301206	AVIATION FUEL TAX 10	1,191	2,212	1,079	876	-	-	-	-	-	-	-	-	5,357	8,000	67%
301207	LOCAL USE TAX 10	253,475	267,197	323,206	226,274	-	-	-	-	-	-	-	-	1,070,153	3,020,000	35%
301208	AUTO RENTAL TAX 10	4,404	4,341	4,686	4,405	-	-	-	-	-	-	-	-	17,836	48,000	37%
301209	UTILITY TAX - ELECTRIC & GAS 10	494,772	511,814	459,507	411,867	-	-	-	-	-	-	-	-	1,877,960	5,337,000	35%
301210	VIDEO GAMING TAX 10	187,712	194,632	192,027	196,183	-	-	-	-	-	-	-	-	770,554	2,386,000	32%
301302	CABLE TV TAX 10	11,674	228,468	-	-	-		-	-	-	-	-	-	240,141	1,034,000	23%
	Sub Total	3,773,110	3,944,173	3,999,700	3,362,983	-	-	-	-	-	-	-	-	15,079,966	57,367,000	26%
GENERAL GOVERNMENT (INTERGOV)																
302102	LOCAL REPLACEMENT TAX 10	2,484	-	41,670	3,185	-	-	-	-	-	-	-	-	47,340	56,000	85%
302104	STATE REPLACEMENT TAX 10	538,022	-	266,524	423,429	-	-	-	-	-	-	-	-	1,227,975	2,000,000	61%
302105	STATE INCOME TAX 10	1,049,580	1,037,782	614,640	989,236	-	-	-	-	-	-	-	-	3,691,238	11,874,000	31%
302106	FEDERAL GRANTS 10	-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	0%
302107	STATE GRANTS OR OTHER 10	-	-	-	-	-	-	-	-	-	-	-	-	-	150,000	0%
302114	POLICE OT REIMBURSEMENTS 10	2,821	16,566	8,473	3,372	-	-	-	-	-	-	-	-	31,233	89,000	-
302121	CANNABIS TAX 10	8,951	8,922	8,729	10,073	-	-	-	-	-	-	-	-	36,675	119,000	0%
302126	OPIOID TREATMENT FUNDING 10	-	-	50,000	-									-	-	-
308879	ADDI REIMBURSEMENT 10	480	110	-	512	-	-	-	-	-	-	-	-	1,102	-	-
	Sub Total	1,602,338	1,063,380	990,036	1,429,807	-	-	-	-	-	-	-	-	5,035,561	14,638,000	34%
GEN GOVERNMENT SERVICE CHARGE																
303607	PAYMENT IN LIEU OF TAXES 10	171,795	171,795	171,795	171,795	-	-	-	-	-	-	-	-	687,180	2,062,116	33%
303608	RISK & EE BENEFIT SERVICES 10	19,734	19,734	19,734	19,734	-	-	-	-	-	-	-	-	78,936	252,600	31%
303621	ADMIN SERVICES 10	188,066	188,066	188,066	188,066	-	-	-	-	-	-	-	-	752,264	2,423,500	31%
303622	PUBLIC WORKS SERVICES 10	143,053	143,053	143,053	143,053	-	-	-	-	-	-	-	-	572,212	1,646,000	35%
303626	BLDG INSPECTION SERVICES 10	10,375	10,375	10,375	10,375	-	-	-	-	-	-	-	-	41,500	100,000	42%
303628	SEWER FUND-EPA 10	31,334	31,334	31,334	31,334	-	-	-	-	-	-	-	-	125,336	371,688	34%
306700	IT SERVICES 10	83,924	83,924	83,924	83,924	-	-	-	-	-	-	-	-	335,696	1,021,700	33%
306707	CDBG PERSONNEL/EXP REIMB 10	43,191	40,601	42,746	17,618	-	-	-	-	-	-	-	-	144,156	410,000	35%
306751	HOME PERSONNEL/EXP REIMB 10	1,669	2,079	1,414	849	-	-	-	-	-	-	-	-	6,011	50,000	12%
306753	DUATS PERSONNEL/EXP REIMB 10	-	33,631	-	-	-	-	-	-	-	-	-	-	33,631	200,000	17%
306762	TRANSFER FROM COM. GRANTS 10	7,348	8,958	7,356	4,023	-	-	-	-	-	-	-	-	27,685	125,000	22%
	Sub Total	700,490	733,550	699,797	670,770	-	-	-	-	-	-	-	-	2,804,606	8,662,604	32%
GENERAL GOV LICENSES/PERMITS																
304300	ANIMAL REGISTRATION LATE FEES 10	380	1,235	670	300	-	-	-	-	-	-	-	-	2,585	15,000	17%
304302	GARBAGE HAULERS 10	1,000	-	-	-	-	-	-	-	-	-	-	-	1,000	22,000	5%
304303	CONTRACTOR LICENSES 10	4,550	1,550	1,200	1,127	-	-	-	-	-	-	-	-	8,427	28,000	30%
304304	LIQUOR LICENSES 10	-	250	3,677	100	-	-	-	-	-	-	-	-	4,027	531,000	1%
304305	RENTAL PROGRAM INCOME 10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
304307	OTHER LICENSES 10	5,960	6,461	4,186	3,914	-	-	-	-	-	-	-	-	20,521	371,000	6%
304401	BUILDING PERMITS 10	15,078	40,376	39,226	42,114	-	-	-	-	-	-	-	-	136,794	1,250,000	11%
304402	PIER PERMITS 10	65	-	-	-	-	-	-	-	-	-	-	-	65	-	-
	Sub Total 10	27,033	49,872	48,960	47,556	-	-	-	-	-	-	-	-	173,421	2,257,000	8%

City of Decatur *Shaded revenues are not expected to receive revenue in given month.* **Period Ending: April 2023**

City Treasurer's Financial Report

Revenue Tracking Schedule

Div		Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
GENERAL GOV FINES/FEES																	
303301	ON STREET PARKING	10	374	223	298	299	-	-	-	-	-	-	-	-	1,194	4,000	30%
303302	PARKING LOT 1	10	1,441	1,293	1,389	1,339	-	-	-	-	-	-	-	-	5,462	13,000	42%
303306	PARKING LOT 10	10	537	644	712	436	-	-	-	-	-	-	-	-	2,329	5,000	47%
303308	GARAGE C	10	7,325	1,367	1,470	670	-	-	-	-	-	-	-	-	10,832	28,000	39%
303310	RESIDENTIAL PARKING	10	900	480	300	540	-	-	-	-	-	-	-	-	2,220	4,000	56%
303312	DOWNTOWN EMPL PARKING PERMITS	10	1,417	1,243	2,102	1,225	-	-	-	-	-	-	-	-	5,987	20,000	30%
304490	ADMIN COURT FINES	10	2,418	2,620	3,689	3,400	-	-	-	-	-	-	-	-	12,127	68,000	18%
305500	ADMINISTRATIVE COURT FEES	10	2,108	1,569	1,835	2,656	-	-	-	-	-	-	-	-	8,168	32,000	26%
305501	COURT FINES	10	15,557	12,810	15,026	17,669	-	-	-	-	-	-	-	-	61,061	147,000	42%
305502	BOOT FEE	10	70	35	140	385	-	-	-	-	-	-	-	-	630	2,000	32%
305503	WEED CUTTING FEES	10	4,899	1,026	1,833	7,974	-	-	-	-	-	-	-	-	15,732	42,000	37%
305505	ILLEGAL USE OF VEHICLE	10	32,550	34,525	44,025	23,775	-	-	-	-	-	-	-	-	134,875	227,000	59%
305506	OVERTIME PARKING FEES	10	5,616	7,116	8,559	9,452	-	-	-	-	-	-	-	-	30,743	110,000	28%
305507	VARIANCE AND ZONING	10	-	250	250	300	-	-	-	-	-	-	-	-	800	3,000	27%
305513	OTHER FINES AND FEES	10	8,134	6,946	7,404	8,947	-	-	-	-	-	-	-	-	31,431	64,000	49%
305516	PET CITATIONS	10	217	9,249	3,696	3,483	-	-	-	-	-	-	-	-	16,645	68,000	24%
305520	TRASH & CLEAN UP FINES	10	4,986	4,930	7,947	3,356	-	-	-	-	-	-	-	-	21,219	78,000	27%
305521	VACANT PROPERTY FEE	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Sub Total		88,550	86,325	100,675	85,906	-	-	-	-	-	-	-	-	361,456	915,000	40%
INVESTMENT																	
306700	TRANSFERS FROM OTHER FUNDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
309900	BOND OR NOTE PROCEEDS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
307101	INTEREST INCOME	10	22,284	23,672	24,385	14,423	-	-	-	-	-	-	-	-	84,764	200,000	42%
307102	POOLED INTEREST	10	-	-	-	-	-	-	-	-	-	-	-	-	-	1,500	0%
307141	INVESTMENT INCOME	10	-	-	-	-	-	-	-	-	-	-	-	-	-	4,000	0%
	Sub Total	10	22,284	23,672	24,385	14,423	-	-	-	-	-	-	-	-	84,764	205,500	41%
GENERAL GOV OTHER INCOME																	
303413	AMEREN FRANCHISE PAYMENTS	10	76,759	76,759	76,759	76,759	-	-	-	-	-	-	-	-	307,037	921,000	33%
303415	PROFESSIONAL STANDARDS	10	-	-	-	3,422	-	-	-	-	-	-	-	-	3,422	5,700	60%
303510	ELECTRIC AGGREGATION ADMIN	10	4	3	2	-	-	-	-	-	-	-	-	-	9	35,000	0%
306700	TRANSFER FROM OTHER FUNDS	10														-	
308801	RENTAL OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	100	0%
308802	SALE OF CITY PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	96	0%
308803	SALE OF OTHER PROPERTY	10	-	-	-	-	-	-	-	-	-	-	-	-	-	10,000	0%
308807	DEMOLITION PAYMENTS	10	-	-	-	-	-	-	-	-	-	-	-	-	-	40,000	0%
308810	DAMAGE TO CITY PROPERTY	10	78,476	110	3,306	87	-	-	-	-	-	-	-	-	81,979	43,000	191%
308814	INVENTORY REIMBURSEMENTS	10	1,299	1,230	-	(226)	-	-	-	-	-	-	-	-	2,303	-	-
308817	NOISE ORDINANCE FINES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	3,000	0%
308890	REIMBURSEMENT OF EXPENSE	10	-	22	3,031	-	-	-	-	-	-	-	-	-	3,053	5,000	61%
308898	BANK RECONCILIATION ADJ	10	-	(451)	-	(9,265)	-	-	-	-	-	-	-	-	(9,716)	9,000	-108%
308899	MISCELLANEOUS INCOME	10	3,670	9,116	6,169	22,178	-	-	-	-	-	-	-	-	41,133	20,000	206%
	Sub Total	10	160,209	86,788	89,268	92,956	-	-	-	-	-	-	-	-	429,221	1,091,896	39%
PUBLIC SAFETY INTERGOVERNMENT																	
302403	FIRE TRAINING REIMBURSEMENT	10	-	-	-	-	-	-	-	-	-	-	-		-	17,000	0%
	Sub Total	10	-	-	-	-	-	-	-	-	-	-	-	-	-	17,000	0%
PUBLIC SAFETY TRANSFER																	
303405	SCHOOL DISTRICT REIMB	10	-	250,642	-	-	-	-	-	-	-	-	-	-	250,642	42,000	597%
310010	FIRE PROGRAMS	10	80	17,312	160	180	-	-	-	-	-	-	-	-	17,732	496,000	4%
	Sub Total		80	267,954	160	180	-	-	-	-	-	-	-	-	268,374	538,000	50%
PUBLIC SAFETY FINES & FEES																	
305512	FIRE & BURGLAR ALARMS	10	1,790	433	-	-	-	-	-	-	-	-	-	-	2,223	16,000	14%
305514	POLICE RECORDS	10	2,521	1,814	1,426	1,798	-	-	-	-	-	-	-	-	7,559	19,000	40%
308800	PUBLIC SAFETY LIFT ASSIST FEES	10	-	-	-	-	-	-	-	-	-	-	-	-	-	50,000	0%
	Sub Total		4,311	2,246	1,426	1,798	-	-	-	-	-	-	-	-	9,782	85,000	12%
PROPERTY TAX ROAD & BRIDGE																	
301102	ROAD & BRIDGE TAX	10	-	-	-	-	-	-	-	-	-	-	-	-	-	384,000	0%
	Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	384,000	0%
HIGHWAYS/STREETS INTERGOVERNMENTAL																	
302401	STATE ROUTE MAINTENANCE	10	34,526	-	-	34,526	-	-	-	-	-	-	-	-	69,053	131,000	53%
	Sub Total		34,526	-	-	34,526	-	-	-	-	-	-	-	-	69,053	131,000	53%
303601	MFT REIMB-MSC/TRAF SIGNAL	10	36,838	24,770	48,221	31,647	-	-	-	-	-	-	-	-	141,476	550,000	26%
303606	WATER STREET CUTS	10	29,361	27,251	-	31,053	-	-	-	-	-	-	-	-	87,665	255,000	34%
	Sub Total		66,199	52,021	48,221	62,699	-	-	-	-	-	-	-	-	229,141	805,000	28%
	General Fund Total		**6,479,130**	**6,309,981**	**6,002,627**	**5,803,605**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**24,545,343**	**87,097,000**	28%

City of Decatur
City Treasurer's Financial Report
Revenue Tracking Schedule

Shaded revenues are not expected to receive revenue in given month.

Period Ending: April 2023

Div	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Revised Budget	% of Budget
Other Funds																
various COMMUNITY GRANT	16	1,148	-	-	-	-	-	-	-	-	-	-	-	1,148	138,000	1%
various HOME PROGRAM	17	38,168	1,321	11,767	20,739	-	-	-	-	-	-	-	-	71,996	1,436,000	5%
various CDBG	18	61,595	3,590	110,281	41,737	-	-	-	-	-	-	-	-	217,202	2,679,188	8%
various OLDE TOWNE TIF	19	176	183	168	102	-	-	-	-	-	-	-	-	629	1,067,653	0%
various WABASH CROSSING TIF	21	1,457	1,516	1,392	847	-	-	-	-	-	-	-	-	5,213	346,753	2%
various DUATS	22	24	96,715	49	25	-	-	-	-	-	-	-	-	96,812	421,000	23%
various EASTGATE TIF	23	18,909	18,929	18,927	18,866	-	-	-	-	-	-	-	-	75,630	379,131	20%
various SOUTHSIDE TIF	24	133	138	127	77	-	-	-	-	-	-	-	-	474	51,103	1%
various STATE DRUG ENFORCEMENT	25	35,126	19,977	353	12,166	-	-	-	-	-	-	-	-	67,622	103,500	65%
various DUI COURT FINES	26	6,134	4,946	4,598	6,323	-	-	-	-	-	-	-	-	22,001	107,100	21%
various POLICE PROGRAMS/LAB	27	147	139	218	78	-	-	-	-	-	-	-	-	581	1,800	32%
various PINES SHOPPING CENTER TIF	28	3,158	3,163	3,159	3,129	-	-	-	-	-	-	-	-	12,609	114,208	11%
various GRAND & OAKLAND TIF	29	5,895	5,906	5,897	5,840	-	-	-	-	-	-	-	-	23,538	205,561	11%
various FEDERAL DRUG ENFORCEMENT	30	178	100,256	238	144	-	-	-	-	-	-	-	-	100,817	85,200	118%
various BUILDING FUND	34	51,868	201,843	51,784	51,490	-	-	-	-	-	-	-	-	356,985	739,583	48%
various LIBRARY OPERATIONS	35	210,557	48,941	132,834	194,372	-	-	-	-	-	-	-	-	586,704	5,551,754	11%
various BAND	36	1,090	2,438	2,654	1,064	-	-	-	-	-	-	-	-	7,245	83,040	9%
various FOREIGN FIRE INSURANCE	37	269	247	248	248	-	-	-	-	-	-	-	-	1,013	185,550	1%
various PEG PROJECTS	40	2,419	11,459	81	48	-	-	-	-	-	-	-	-	14,007	68,543	20%
various LOCAL STREETS & ROADS	42	154,526	143,323	138,563	150,445	-	-	-	-	-	-	-	-	586,858	1,840,000	32%
various 2018 PROJECT FUND	44	410	299	158	95	-	-	-	-	-	-	-	-	961	770	125%
various CAPITAL STREET PROJECTS	45	31	356,191	38	18	-	-	-	-	-	-	-	-	356,278	3,330,000	11%
various MFT PROJECTS	46	279,706	225,330	257,856	221,982	-	-	-	-	-	-	-	-	984,874	4,381,500	22%
various DEBT SERVICE	50	18,006	1,834,573	18,340	17,857	-	-	-	-	-	-	-	-	1,888,776	2,669,449	71%
various LIBRARY CAPITAL	58	763	741	681	414	-	-	-	-	-	-	-	-	2,599	950,700	0%
various LIBRARY TRUST FUNDS	59	376	119	407	193	-	-	-	-	-	-	-	-	1,095	9,000	12%
various FLEET MAINTENANCE	60	291,784	276,599	286,437	267,139	-	-	-	-	-	-	-	-	1,121,959	3,246,884	35%
various EQUIPMENT REPLACEMENT	61	(678)	20,911	(829)	2,054,081	-	-	-	-	-	-	-	-	2,073,484	4,250,500	49%
various RISK MANAGEMENT	64	339,848	340,190	351,294	339,147	-	-	-	-	-	-	-	-	1,370,479	4,059,600	34%
various EMPLOYEE BENEFIT	65	897,060	956,986	1,303,554	907,427	-	-	-	-	-	-	-	-	4,065,027	13,316,273	31%
various PUBLIC TRANSIT	70	2,364,699	67,739	1,029,465	79,087	-	-	-	-	-	-	-	-	3,540,990	17,973,575	20%
various FIBER OPTICS	77	7,735	383,744	7,429	1,952	-	-	-	-	-	-	-	-	400,860	500,550	80%
various STORMWATER PROJECTS	78	129,878	224,633	131,518	149,011	-	-	-	-	-	-	-	-	635,040	1,928,969	33%
various SEWER PROJECTS	79	642,339	628,425	682,108	576,550	-	-	-	-	-	-	-	-	2,529,423	7,018,000	36%
various WATER	80	2,640,715	2,699,728	2,612,198	2,645,190	-	-	-	-	-	-	-	-	10,597,831	33,408,669	32%
various WATER CAPITAL	81	11,919	351,006	10,376	1,016,121	-	-	-	-	-	-	-	-	1,389,422	5,500,000	25%
various DCDF	82	1,518	1,524	1,548	1,556	-	-	-	-	-	-	-	-	6,146	18,000	34%
various COMMUNITY REVITALIZATION	84	11,676	12,319	9,473	5,763	-	-	-	-	-	-	-	-	39,231	1,238,420	3%
various GRANTS	85	116	121	494,025	268	-	-	-	-	-	-	-	-	494,531	6,100,000	8%
various RECYCLING	88	56,771	53,264	68,224	55,736	-	-	-	-	-	-	-	-	233,995	725,000	32%
various WATER BOND FUND	89	40,532	20,046	59,380	72,802	-	-	-	-	-	-	-	-	192,759	-	-
various FIRE PENSION	90	(2,153,754)	5,022,249	(2,137,029)	1,941,522	-	-	-	-	-	-	-	-	2,672,987	9,850,556	27%
various POLICE PENSION	91	(1,985,934)	5,960,004	(2,347,416)	1,760,863	-	-	-	-	-	-	-	-	3,387,517	13,410,684	25%
various AMERICAN RESCUE PLAN	99	-	-	-	-	-	-	-	-	-	-	-	-	-		-
Grand Total Revenues		10,667,622	26,411,753	9,325,199	18,426,118	-	-	-	-	-	-	-	-	64,780,692	236,588,766	27%

City of Decatur, Macon County home
Property Tax Levy
City and TIF Districts
Billed Tax Amounts

Net Assessed Value $: 941,610,236 not certified
City Tax Rate: 1.62733% not certified

Assessed Value Year 2022
Pay Year 2023
In Process

note	Tax Levy Item	Fund	Net Assessed Value not certified	Tax Rate certified (input)	Tax Levy $ Amount ordinance (input)	Extension $ Amount not certified (input)	Billed $ Amount not certified
	General Obligation Bond Debt	50	941,610,236	0.06945%	653,928.00	653,928.00	653,928.00
	General Purpose	10	941,610,236	0.00000%	-	-	-
	Fire Pension	10	941,610,236	0.64783%	6,100,000.00	6,100,000.00	6,100,000.00
	Police Pension	10	941,610,236	0.58729%	5,530,000.00	5,530,000.00	5,530,000.00
	City Library	35	941,610,236	0.31568%	2,972,500.00	2,972,500.00	2,972,500.00
	Municipal Band	36	941,610,236	0.00708%	66,700.00	66,700.00	66,700.00
	Public Transit	70					
	xxxxx	xx					
1	**Total City**		941,610,236	1.62733%	15,323,128.00	15,323,128.00	15,323,128.00
			ok	ok	ok	ok	ok

	TIF District (tax code district)	Fund	AV Increment Value not certified (input)	Tax Rate certified (input)	AV Increment $ Amount	Extension $ Amount not certified (input)	Billed $ Amount not certified
	ZTF3 Pines TIF (4062)	28	781,248	0.00000%	-	-	-
	ZTF5 Olde Towne TIF (4555)	19	11,326,813	0.00000%	-	-	-
	ZTF6 Near North TIF (4455)	21	3,531,077	0.00000%	-	-	-
	ZTF8 Eastgate TIF (9543)	23	1,684,970	0.00000%	-	-	-
	ZTF0 Grand & Oakland (4062)	29	1,361,874	0.00000%	-	-	-
	ZTFA SS Redevelopment (xxxx)	24	517,439	0.00000%	-	-	-
	xxxxx	xx	-	0.00000%	-	-	-
2	**Redevelopment TIF**		19,203,421		-	-	-
			ok		ok	ok	ok
	Total Property Tax Levy				15,323,128.00	15,323,128.00	15,323,128.00

Note(s)

1 Data per City of Decatur 2022 Tax Levy - certification and extension dated May xx, 2023 certified May xx, 2023 received by City May xx, 2023

2 Data per Macon County - AV increment, Tax Rates, certification and extension dated May xx, 2023 received by City May xx, 2023

Prepared By:
Office of the City Treasurer

City of Decatur, Macon County home — **Assessed Value Year** 2022
Property Tax Levy — **Pay Year** 2023
City and TIF Districts — **In Process**
Tax Collections

Tax Levy Item	Fund	Billed $ Amount	99.0% Collection Rate	Expected Collection $ Amount	input Distribution 1 xx/xx/2023	input Distribution 2 xx/xx/2023	input Distribution 3 xx/xx/2023	input Distribution 4 xx/xx/2023	input Distribution 5 xx/xx/2023	input Distribution 6 xx/xx/2023	input Distribution 7 xx/xx/2023	Total Distribution	Expected Account Receivable $ Amount	Actual Collection Rate	
GO Bond Debt	50	653,928.00	99.0%	647,389.00	-	-	-	-	-	-	-	-	647,389.00	0.0%	
General Purpose	10	-	99.0%	-	-	-	-	-	-	-	-	-	-		-
Fire Pension	10	6,100,000.00	99.0%	6,039,000.00	-	-	-	-	-	-	-	-	6,039,000.00	0.0%	
Police Pension	10	5,530,000.00	99.0%	5,474,700.00	-	-	-	-	-	-	-	-	5,474,700.00	0.0%	
City Library	35	2,972,500.00	99.0%	2,942,775.00	-	-	-	-	-	-	-	-	2,942,775.00	0.0%	
Municipal Band	36	66,700.00	99.0%	66,033.00	-	-	-	-	-	-	-	-	66,033.00	0.0%	
Mass Transit												-	-		
												-	-		
Total City		15,323,128.00		15,169,897.00	-	-	-	-	-	-	-	-	15,169,897.00	0.0%	
												City Collection Rate:	0.0%		
ZTF3 Pines (4062)	28	-	100.0%	-	-	-	-	-	-	-	-	-	0		-
ZTF5 Olde Towne (4555)	19	-	98.0%	-	-	-	-	-	-	-	-	-	0		-
ZTF6 Near North (4455)	21	-	100.0%	-	-	-	-	-	-	-	-	-	0		-
ZTF8 Eastgate (9543)	23	-	100.0%	-	-	-	-	-	-	-	-	-	0		-
ZTF0 Grand/Oakland (xxxx)	29	-	100.0%	-	-	-	-	-	-	-	-	-	0		-
ZTFA Southside (xxxx)	24	-	100.0%	-	-	-	-	-	-	-	-	-	0		-
xxxxx	xx	-	0.0%	-	-	-	-	-	-	-	-	-	0		-
Redevelopment TIF		-		-	-	-	-	-	-	-	-	-	-		-
												City Collection Rate:	#DIV/0!		
Total Property Tax Levy		15,323,128.00		15,169,897.00	-	-	-	-	-	-	-	-	15,169,897.00	0.0%	
				City Collection Rate:	xx	xx	xx	xx	xx	xx	xx	0.0%			

Note(s)

1 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
2 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
3 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
4 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
5 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
6 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023
7 Payment received xx/xx/2023 from Macon County Treasurer with ACH EFT xxx dated xxxxx xx, 2023

Footnote (Not a part of City Tax Levy)		input Distribution 1 xx/xx/2023	input Distribution 2 xx/xx/2023	input Distribution 3 xx/xx/2023	input Distribution 4 xx/xx/2023	input Distribution 5 xx/xx/2023	input Distribution 6 xx/xx/2023	input Distribution 7 xx/xx/2023	Total Distribution	
Decatur Road & Bridge Tax Distribution	10-0831-301102	-	-	-	-	-	-	-	-	
Total County Distribution to Civil City		-	-	-	-	-	-	-	-	
		xx	xx	xx	xx	xx	xx	xx		
Footnote (Not a part of City Tax Levy)										
Decatur Mobile Home Privilege Tax Distribution	10-0231-301106	-	-					-	-	test s/b "0"
Distribution to City including TIF & Mobile Home		-	-	-	-	-	-	-	-	-
		xx	xxxxx	xx	xx	xx	xx	xx		

GO Bond Debt	50-43500-301103	-	ZTF3 Pines TIF (4062)	28-43281-301103	-
General Purpose	10-0231-301103	-	ZTF5 Olde Towne TIF (4555)	19-45190-301103	-
Fire Pension	10-0231-301103	-	ZTF6 Near North TIF (4455)	21-43210-301103	-
Police Pension	10-0231-301103	-	ZTF8 Eastgate TIF (9543)	23-43230-301103	-
City Library	35-59350-301103	-	ZTF0 Grand & Oakland (xx)	29-43291-301103	-
Municipal Band	36-43360-301103	-	ZTFA SS Redevelopment (xx)	24-43241-301103	-
			xxxxx	xx	-

reonciliation of receipts and recording		
agree w/row 18	-	ok
agree w/row 27	-	ok
agree w/row 43	-	ok
agree w/row 48	-	ok
test s/b "0"	-	

Prepared By:
Office of the City Treasurer

City of Decatur **April 2023**

City Treasurer's Financial Report

Expenditure Tracking

Div	Month of Fiscal Year / Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
General Government																	
010 LEGISLATIVE	10	2,791	13,296	4,199	3,172	-	-	-	-	-	-	-	-	23,459	64,463	64,463	36%
015 EXECUTIVE	10	72,183	54,152	82,419	58,666	-	-	-	-	-	-	-	-	267,420	770,672	770,672	35%
016 HUMAN RESOURCES	10	45,270	45,750	69,813	48,608	-	-	-	-	-	-	-	-	209,441	623,556	623,556	34%
017 INFORMATION TECHNOLOGIES	10	109,915	128,607	134,022	334,398	-	-	-	-	-	-	-	-	706,941	2,052,613	2,052,613	34%
018 DATA & COMMUNICATIONS	10	22,224	38,806	38,201	24,451	-	-	-	-	-	-	-	-	123,682	526,284	526,284	24%
020 LEGAL	10	103,406	76,105	99,237	66,262	-	-	-	-	-	-	-	-	345,011	1,014,417	1,014,417	34%
035 FINANCE	10	127,595	113,476	165,517	115,319	-	-	-	-	-	-	-	-	521,908	1,764,361	1,764,361	30%
037 PURCHASING	10	16,202	16,561	33,737	17,296	-	-	-	-	-	-	-	-	83,796	214,114	214,114	39%
038 CIVIC CENTER	10	54,216	17,185	50,719	(165)	-	-	-	-	-	-	-	-	121,955	558,760	558,760	22%
039 CITY GENERAL ADMINISTATIVE	10	648,568	2,481,673	58,204	2,067,500	-	-	-	-	-	-	-	-	5,255,944	11,106,750	11,106,750	47%
040 CENTRAL BUSINESS DISTRICT	10	2,291	3,136	74,338	26,756	-	-	-	-	-	-	-	-	106,520	407,500	407,500	26%
Sub Total		1,204,660	2,988,748	810,406	2,762,264	-	-	-	-	-	-	-	-	7,766,079	19,103,490	19,103,490	41%
Community & Economic Development Services																	
050 PLANNING & SUSTAINABILITY	10	43,529	56,989	92,826	41,240	-	-	-	-	-	-	-	-	234,584	682,245	682,245	34%
052 BUILDING INSPECTIONS	10	61,371	62,316	96,606	66,736	-	-	-	-	-	-	-	-	287,029	830,764	830,764	35%
053 NEIGHBORHOOD INSPECTIONS	10	69,650	73,744	105,330	139,537	-	-	-	-	-	-	-	-	388,262	1,666,078	1,666,078	23%
054 REVITALIZATION & HOUSING	10	44,282	45,288	68,294	44,845	-	-	-	-	-	-	-	-	202,709	734,545	734,545	28%
055 ECONOMIC DEVELOPMENT	10	70,000	3,100	53	-	-	-	-	-	-	-	-	-	73,153	373,907	373,907	20%
Sub Total		288,832	241,438	363,109	292,358	-	-	-	-	-	-	-	-	1,185,737	4,287,539	4,287,539	28%
Public Safety																	
065 POLICE	10	2,458,290	1,864,157	2,608,030	2,162,887	-	-	-	-	-	-	-	-	9,093,363	32,097,738	32,097,738	28%
070 FIRE	10	1,192,135	1,097,502	1,607,985	1,200,791	-	-	-	-	-	-	-	-	5,098,413	22,735,698	22,735,698	22%
Sub Total		3,650,425	2,961,659	4,216,015	3,363,677	-	-	-	-	-	-	-	-	14,191,776	54,833,436	54,833,436	26%
Public Works																	
080 PUBLIC WORKS ADMIN	10	26,750	26,309	36,941	29,930	-	-	-	-	-	-	-	-	119,929	531,699	531,699	23%
082 ENGINEERING	10	91,327	86,040	138,130	97,069	-	-	-	-	-	-	-	-	412,565	1,408,068	1,408,068	29%
083 MUNICIPAL SERVICES	10	416,508	385,976	476,287	363,055	-	-	-	-	-	-	-	-	1,641,825	5,260,111	5,260,111	31%
084 STREETS	10	103,032	89,136	93,798	105,060	-	-	-	-	-	-	-	-	391,026	1,262,881	1,262,881	31%
086 TRAFFIC & PARKING	10	111,345	109,397	127,913	150,915	-	-	-	-	-	-	-	-	499,570	1,361,493	1,361,493	37%
088 LAND & BUILDING MGMT	10	41,613	37,966	85,883	51,091	-	-	-	-	-	-	-	-	216,554	813,283	813,283	27%
Sub Total		790,575	734,823	958,951	797,120	-	-	-	-	-	-	-	-	3,281,469	10,637,535	10,637,535	31%
General Fund Expenditure Total		5,934,492	6,926,668	6,348,482	7,215,420	-	-	-	-	-	-	-	-	26,425,062	88,862,000	88,862,000	30%
Community & Economic Development																	
16 COMMUNITY GRANT	16	266	-	249	40,000	-	-	-	-	-	-	-	-	40,515	138,000	138,000	29%
17 HOME PROGRAM	17	36,977	5,936	4,956	19,845	-	-	-	-	-	-	-	-	67,714	1,225,875	1,225,875	6%
18 CDBG PROGRAM	18	64,159	46,478	66,835	39,300	-	-	-	-	-	-	-	-	216,772	2,666,797	2,666,797	8%
22 DUATS	22	9,699	42,943	23,115	503	-	-	-	-	-	-	-	-	76,259	421,000	421,000	18%
70 PUBLIC TRANSIT	70	645,842	785,791	844,929	784,251	-	-	-	-	-	-	-	-	3,060,813	17,446,823	17,446,823	18%
82 DCDF	82	631	11	2,776	79	-	-	-	-	-	-	-	-	3,497	174,700	174,700	2%
84 COMMUNITY REVITALIZATION	84	144,968	335,511	592,508	514,927	-	-	-	-	-	-	-	-	1,587,914	9,550,000	9,550,000	17%
88 RECYCLING	88	78,363	44,709	75,767	71,368	-	-	-	-	-	-	-	-	270,207	592,185	592,185	46%
Sub Total		980,906	1,261,379	1,611,133	1,470,273	-	-	-	-	-	-	-	-	5,323,691	32,215,380	32,215,380	17%
Redevelopment & TIF																	
19 OLDE TOWNE TIF	19	-	-	-	-	-	-	-	-	-	-	-	-	-	1,078,386	1,078,386	0%
21 WABASH CROSSING TIF	21	-	-	-	-	-	-	-	-	-	-	-	-	-	346,753	346,753	0%
23 EASTGATE TIF	23	-	-	-	-	-	-	-	-	-	-	-	-	-	350,000	350,000	0%
24 SOUTHSIDE TIF	24	-	-	-	-	-	-	-	-	-	-	-	-	-	51,103	51,103	0%
28 PINES SHOPPING CENTER TIF	28	-	-	-	-	-	-	-	-	-	-	-	-	-	110,000	110,000	0%
29 GRAND & OAKLAND TIF	29	-	-	-	-	-	-	-	-	-	-	-	-	-	205,561	205,561	0%
Sub Total		-	-	-	-	-	-	-	-	-	-	-	-	-	2,141,803	2,141,803	0%

City of Decatur **April 2023**

City Treasurer's Financial Report

Expenditure Tracking

Div	Fund	1 Jan	2 Feb	3 Mar	4 Apr	5 May	6 Jun	7 Jul	8 Aug	9 Sep	10 Oct	11 Nov	12 Dec	Actual YTD	Original Budget	Revised Budget	YTD % of Budget
Public Safety																	
25 STATE DRUG ACTIVITIES	25	2,842	11,200	-	318									14,360	100,000	100,000	14%
26 DUI COURT FINES	26	456	1,497	1,682	2,744									6,379	104,000	104,000	6%
27 POLICE PROGRAMS/LAB	27	-	-	-	-									-	25,000	25,000	0%
30 FEDERAL DRUG ENFORCEMENT	30	-	-	2,100	756									2,856	85,000	85,000	3%
37 FOREIGN FIRE INSURANCE	37	17,435	26,191	29,146	13,558									86,329	185,550	185,550	47%
Sub Total		20,733	38,887	32,928	17,376	-	-	-	-	-	-	-	-	109,925	499,550	499,550	22%
Debt Service																	
50 DEBT SERVICE PAYMENTS	50	-	1,312,369	-	-	-	-	-	-	-	-	-	-	1,312,369	2,707,230	2,707,230	48%
Sub Total		-	1,312,369	-	-	-	-	-	-	-	-	-	-	1,312,369	2,707,230	2,707,230	48%
Public Works																	
42 LOCAL MFT PROJECTS	42	523	558,482	-	34,660	-	-	-	-	-	-	-	-	593,665	3,179,971	3,179,971	19%
44 2018 PROJECT FUND	44	-	341,222	-	7,364	-	-	-	-	-	-	-	-	348,586	900,000	900,000	39%
45 CAPITAL PROJECTS	45	33,751	323,737	4,630	23,169	-	-	-	-	-	-	-	-	385,288	3,330,000	3,330,000	12%
46 STATE MFT PROJECTS	46	348,449	33,433	339,760	31,647	-	-	-	-	-	-	-	-	753,289	5,943,154	5,943,154	13%
60 FLEET OPERATIONS	60	169,124	238,868	222,260	199,783	-	-	-	-	-	-	-	-	830,035	3,117,421	3,117,421	27%
61 EQUIPMENT REPLACEMENT	61	115,475	282,130	318,201	933,744	-	-	-	-	-	-	-	-	1,649,549	5,252,000	5,252,000	31%
78 STORM WATER PROJECTS	78	84,904	66,121	135,294	108,083	-	-	-	-	-	-	-	-	394,403	3,092,392	3,092,392	13%
79 SEWER PROJECTS	79	974,785	649,208	735,395	597,707	-	-	-	-	-	-	-	-	2,957,096	14,452,128	14,452,128	20%
Sub Total		1,727,011	2,493,202	1,755,540	1,936,157	-	-	-	-	-	-	-	-	7,911,910	39,267,066	39,267,066	20%
Library																	
35 LIBRARY OPERATIONS	35	316,724	319,475	441,279	306,999	-	-	-	-	-	-	-	-	1,384,477	5,518,850	5,518,850	25%
58 LIBRARY CAPITAL PROJECTS	58	141,480	-	-	-	-	-	-	-	-	-	-	-	141,480	1,250,000	1,250,000	11%
59 LIBRARY TRUST FUNDS	59	1,206	269	744	2,183	-	-	-	-	-	-	-	-	4,402	120,000	120,000	4%
Sub Total		459,410	319,744	442,023	309,182	-	-	-	-	-	-	-	-	1,530,359	6,888,850	6,888,850	22%
Internal Service and Other																	
34 BUILDING FUND	34	71,840	171,036	250,492	163,885	-	-	-	-	-	-	-	-	657,253	871,923	871,923	75%
36 BAND	36	2,048	636	217	1,847	-	-	-	-	-	-	-	-	4,748	82,102	82,102	6%
40 PEG CAPITAL PROGRAMMING	40	2,686	8,790	2,190	3,681	-	-	-	-	-	-	-	-	17,346	88,963	88,963	19%
64 RISK MANAGEMENT	64	288,302	36,614	232,845	257,661	-	-	-	-	-	-	-	-	815,421	3,958,988	3,958,988	21%
65 BENEFIT INSURANCE	65	1,129,636	1,132,736	1,010,939	1,305,627	-	-	-	-	-	-	-	-	4,578,938	14,028,689	14,028,689	33%
77 FIBER OPTICS	77	(72,580)	57,150	8,998	(2,568)	-	-	-	-	-	-	-	-	(8,999)	1,306,920	1,306,920	-1%
85 GRANT FUND	85	-	-	11,385	-	-	-	-	-	-	-	-	-	11,385	6,000,000	6,000,000	0%
99 AMERICAN RESCUE PLAN	99	68,967	1,846	5,108	6,113	-	-	-	-	-	-	-	-	82,034	1,509,300	1,509,300	5%
Sub Total		1,490,899	1,408,808	1,522,174	1,736,245	-	-	-	-	-	-	-	-	6,158,126	27,846,885	27,846,885	22%
Water Utility																	
80 WATER UTILITY	80	1,308,406	10,216,812	1,543,642	1,230,214	-	-	-	-	-	-	-	-	14,299,074	32,777,472	32,777,472	44%
81 WATER CAPITAL	81	1,575,887	1,466,826	1,254,073	680,383	-	-	-	-	-	-	-	-	4,977,169	7,415,160	7,415,160	67%
89 2022 BOND FUND	89	55,798	-	367,487	1,200	-	-	-	-	-	-	-	-	424,485	14,279,569	14,279,569	3%
Sub Total		2,940,091	11,683,638	3,165,202	1,911,797	-	-	-	-	-	-	-	-	19,700,728	54,472,201	54,472,201	36%
Fudiciary Trust & Agency																	
90 FIRE PENSION	90	817,419	796,726	804,855	828,219	-	-	-	-	-	-	-	-	3,247,219	9,610,877	9,610,877	34%
91 POLICE PENSION	91	921,553	976,696	951,135	974,776	-	-	-	-	-	-	-	-	3,824,159	10,021,643	10,021,643	38%
Sub Total		1,738,973	1,773,422	1,755,989	1,802,995	-	-	-	-	-	-	-	-	7,071,378	19,632,520	19,632,520	36%
Grand Total Expenditures		15,292,514	27,218,116	16,633,471	16,399,445	-	-	-	-	-	-	-	-	75,543,546	274,533,485	274,533,485	28%

City of Decatur **Month of: April 2023**

Water Utility Financial Report

Operating Fund Statement of Revenue and Expense

home

US$ (whole)	Current Month Actual	Current Month Budget	O(U) Budget	Prior Year MTD Actual	O(U) Prior Year	Current YTD Actual	Current YTD Budget	O(U) Budget	Prior YTD Actual	O(U) Prior Year
Revenue										
Water Sales	2,435,294	2,486,233	(50,938)	2,446,589	(11,294)	10,234,588	10,079,425	155,163	9,918,704	315,884
UCS Billing Reimb	11,905	13,722	(1,817)	13,069	(1,164)	47,620	54,890	(7,270)	52,276	(4,656)
Tapping Fees	7,000	-	7,000	-	7,000	11,375	8,690	2,685	10,650	725
Lake Lic. / Permits	88,399	30,559	57,840	29,837	58,563	88,466	31,086	57,380	30,333	58,133
Interest/Investment Income	2,074	-	2,074	-	2,074	17,328	232	17,096	-	17,328
Other Income	100,518	35,505	65,013	284,240	(183,722)	198,454	204,235	(5,781)	850,576	(652,122)
Total Revenue	2,645,190	2,566,020	79,171	2,773,734	(128,544)	10,597,831	10,378,558	219,273	10,862,539	(264,708)
Cost of Service										
801 Water Production	480,639	438,220	42,419	439,519	41,119	2,037,069	1,734,990	302,079	1,726,464	310,605
804 Water Services	243,731	276,417	(32,686)	252,873	(9,142)	1,148,902	1,250,636	(101,734)	1,145,305	3,597
Total Cost of Service	724,369	714,637	9,733	692,392	31,977	3,185,971	2,985,626	200,345	2,871,769	314,202
% of Revenue	27.4%	27.9%		25.0%		30.1%	28.8%		26.4%	
Water Gross Margin	1,920,821	1,851,383	69,438	2,081,342	(160,521)	7,411,860	7,392,932	18,928	7,990,770	(578,910)
% of Revenue	72.6%	72.1%		75.0%		69.9%	71.2%		73.6%	
Operating Expense										
802 Lake Management	86,357	129,078	(42,722)	80,879	5,478	378,821	524,136	(145,315)	328,925	49,896
803 Water Administration	344,963	409,193	(64,231)	363,281	(18,319)	1,388,821	1,656,934	(268,113)	1,464,616	(75,795)
805 Customer Service	74,526	80,180	(5,654)	68,876	5,650	301,819	350,868	(49,049)	300,514	1,306
Total Operating Expense	505,845	618,451	(112,606)	513,036	(7,190)	2,069,462	2,531,939	(462,478)	2,094,055	(24,593)
% of Revenue	19.1%	24.1%		18.5%		19.5%	24.4%		19.3%	
Margin Before Debt Service	1,414,976	1,232,931	182,045	1,568,306	(153,330)	5,342,398	4,860,993	481,406	5,896,715	(554,317)
% of Revenue	53.5%	48.0%		56.5%		50.4%	46.8%		54.3%	
Debt Service										
808 GO Bond Debt	-	-	-	-	-	8,064,903	6,643,392	1,421,511	6,752,109	1,312,794
809 IEPA - Nitrate Facility	-	-	-	-	-	-	-	-	-	-
80B IEPA - Water Tower	-	-	-	-	-	180,840	180,841	(0)	180,840	-
80C JCI - Auto Water Meter	-	-	-	-	-	797,898	805,969	(8,071)	778,295	19,602
Total Debt Service	-	-	-	-	-	9,043,641	7,630,202	1,413,440	7,711,245	1,332,396
% of Revenue	0.0%	0.0%		0.0%		85.3%	73.5%		71.0%	
Operating Income	1,414,976	1,232,931	182,045	1,568,306	(153,330)	(3,701,243)	(2,769,209)	(932,034)	(1,814,530)	(1,886,713)
% of Revenue	53.5%	48.0%		56.5%		-34.9%	-26.7%		-16.7%	
Transfer to Capital										
CapEx Funding	-	-	-	-	-	-	-	-	-	-
Income after Capital Transfer	1,414,976	1,232,931	182,045	1,568,306	(153,330)	(3,701,243)	(2,769,209)	(932,034)	(1,814,530)	(1,886,713)
% of Revenue	53.5%	48.0%		56.5%		-34.9%	-26.7%		-16.7%	

Balance Sheet Items (Operating Fund)			
Cash	5,751,294		5,256,943	
Interfund AR	-		-	
Investments	-		-	
Total Cash & Investments	5,751,294			
Accounts Receivable	4,143,102		6,038,061	

Prepared By: *Office of the City Treasurer*

City of Decatur **Month of:** ***April 2023***

Water Utility Financial Report

Capital Fund Statement of Revenue and Expense

home

	Current Month Actual	Current YTD Actual	Current YTD Budget	O(U) Budget	Full Year Budget	Comments	
Revenue							
CapEx Funding	-	-	-	-	2,000,000	*CapEx funding from Water Operating Fund*	
ADM Cost Share	1,000,000	1,000,000	-	1,000,000	1,000,000	*Actual ADM cost share*	
Grants	10,000	48,932	-	48,932	200,000		
Other	6,121	340,490	-	340,490	2,300,000	*Other Transfers*	
Total Revenue	1,016,121	1,389,422	-	1,389,422	5,500,000		
CapEx Project Spending							
Operating CapEx	-	-	-	-	430,000	*81808112*	*423700*
Professional Services	-	4,454	131,425	(126,972)	558,000	*81808118*	*428000*
Automotive Equipment	-	-	462,119	(462,119)	556,393	*81808118*	*451000*
Other Equipment	-	-	-	-	377,902	*81808118*	*452000*
System leak detection	-	-	-	-	34,848	*81808118*	*486300*
Water Main Replacement	-	1,236,864	53,842	1,183,021	-	*81808118*	*488800*
Water System Improvements	-	-	173,333	(173,333)	537,500	*81808118*	*497000*
SWTP Improvements	665,403	3,422,052	10,651	3,411,401	6,215,000	*81808118*	*499200*
Lake cap operating	-	128,409	392,656	(264,247)	865,183	*81808122*	*423700*
Lake cap land acq	-	-	-	-	100,000	*81808128*	*450100*
Lake cap additional water	14,981	185,391	-	185,391	695,000	*81808128*	*488900*
Water Distribution System	-	-	-	-	-		
Total CapEx Spending	680,383	4,977,169	1,224,026	3,753,143	10,369,826		
Surplus (Deficit)	335,738	(3,587,746)	(1,224,026)		(4,869,826)		

Capital Fund Cash Position

Cash Position Start of Month	2,047,939	
Cash Position Close of Month	2,383,677	
Interfund AR	481,816	*Due to Water Capital fund from Capital Fund 45*

Prepared By: *Office of the City Treasurer*

City of Decatur | home | **April 2023**

Water Utility Financial Report

Key Metrics

Change the formulas in row "R" for the current month!

Current Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	YTD Comparison
Water Bill Count														
Original Bills														
Residential	26,045	24,570	29,767	3,486									83,868	
Industrial	30	30	30	30									120	
Commercial	2,641	2,459	2,980	2,327									10,407	
Total	28,716	27,059	32,777	5,843	-	-	-	-	-	-	-	-	94,395	80.1%
Delinquent Bills														
Residential	7,399	6,442	7,849	7,420									29,110	
Industrial	-	-	1	-									1	
Commercial	452	365	417	446									1,680	
Total	7,851	6,807	8,267	7,866	-	-	-	-	-	-	-	-	30,791	98.4%
Total Bill Count	36,567	33,866	41,044	13,709	-	-	-	-	-	-	-	-	125,186	84.0%
Cubit Feet Consumption Billed														
Residential	11,188,618	10,200,018	11,181,561	10,418,156									42,988,353	100.3%
Industrial	41,752,330	45,530,232	39,297,719	42,569,239									169,149,520	100.3%
Commercial	9,746,511	9,514,979	9,438,037	9,121,604									37,821,131	97.5%
Total	62,687,459	65,245,229	59,917,317	62,108,999	-	-	-	-	-	-	-	-	249,959,004	99.8%
Water Shut Offs	397	578	624	533									2,132	88.8%
Customer Service Telephone Calls	4,761	4,507	5,297	5,109									19,674	103.0%
Water Billed $														
Residential	713,684	655,213	734,445	639,338									$ 2,742,680	101.2%
Industrial	1,180,971	1,274,432	1,120,980	1,205,209									$ 4,781,592	104.1%
Commercial	531,637	512,087	538,180	495,811									$ 2,077,714	101.0%
Total	$ 2,426,292	$ 2,441,732	$ 2,393,604	$ 2,340,358									$ 9,601,987	102.6%
Penalty $	$ 12,708	$ 12,183	$ 28,499	12,293									$ 65,683	74.0%
Total Billed	$ 2,439,000	$ 2,453,914	$ 2,422,104	$ 2,352,652	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,667,670	102.3%
Raw Water Gallonage Billed														
Gallons (000)	417,880	430,520	384,500	411,830									1,644,730	139.5%
$ Billed	130,629	134,580	120,195	128,738									$ 514,142	143.0%
Water Billed vs Cash Receipts														
Billed $	2,426,292	2,588,495	2,542,298	2,481,390									$ 10,038,475	103.5%
Cash Revenue $	2,618,861	2,624,376	2,556,057	2,435,294									$ 10,234,588	103.2%
% Cash to Billed	108%	101%	101%	98%	-	-	-	-	-	-	-	-	102.0%	

Prior Year 2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year	Comparison w/21 Year End
Water Bill Count														
Original Bills														
Residential	27,110	24,647	29,930	25,326	26,392	27,154	26,104	27,548	25,994	25,913	25,241	28,176	319,535	
Industrial	30	30	30	30	30	30	30	30	30	30	30	30	360	
Commercial	2,696	2,456	2,973	2,527	2,650	2,749	2,587	2,757	2,666	2,591	2,569	2,793	32,014	
Total	29,836	27,133	32,933	27,883	29,072	29,933	28,721	30,335	28,690	28,534	27,840	30,999	351,909	100.4%
Delinquent Bills														
Residential	7,699	6,189	8,220	7,620	7,117	7,730	7,259	8,562	7,450	7,173	5,802	7,613	88,434	
Industrial	1	1	-	2	-	-	-	-	-	-	-	-	4	
Commercial	389	373	383	410	415	487	424	521	379	397	355	439	4,972	
Total	8,089	6,563	8,603	8,032	7,532	8,217	7,683	9,083	7,829	7,570	6,157	8,052	93,410	162.1%
Total Bill Count	37,925	33,696	41,536	35,915	36,604	38,150	36,404	39,418	36,519	36,104	33,997	39,051	445,319	109.1%
Cubit Feet Consumption Billed														
Residential	11,184,528	10,282,443	11,409,142	9,982,145	10,708,828	12,341,876	13,441,741	13,110,299	11,769,566	11,004,884	10,401,384	11,352,187	136,989,023	97.5%
Industrial	41,470,827	44,584,892	39,019,803	43,645,501	40,739,955	46,143,194	45,127,686	48,070,058	47,584,588	44,934,063	43,074,465	42,314,326	526,709,358	101.0%
Commercial	9,930,161	9,606,508	9,610,928	9,625,113	9,647,832	11,450,965	13,138,686	14,551,851	13,079,787	11,705,659	10,419,866	10,060,763	132,828,119	100.4%
Total	62,585,516	64,473,843	60,039,873	63,252,759	61,096,615	69,936,035	71,708,113	75,732,208	72,433,941	67,644,606	63,895,715	63,727,276	796,526,500	100.3%
Water Shut Offs	671	547	727	455	599	722	523	784	485	485	493	431	6,922	178.0%
Customer Service Telephone Calls	5,148	4,411	5,080	4,460	4,819	5,046	4,736	5,534	4,867	4,628	4,290	4,556	57,575	109.0%
Water Billed $														
Residential	703,333	643,773	727,048	637,301	681,642	780,533	825,157	820,740	742,358	704,837	670,574	736,125	$ 8,673,422	100.9%
Industrial	1,132,178	1,202,794	1,072,338	1,184,640	1,116,602	1,297,006	1,281,131	1,322,918	1,338,144	1,249,155	1,203,368	1,193,051	$ 14,593,326	103.2%
Commercial	525,898	496,750	526,010	508,700	519,399	602,099	647,131	703,415	649,857	600,205	548,219	554,569	$ 6,882,252	104.6%
Total	$ 2,361,409	$ 2,343,317	$ 2,325,396	$ 2,330,641	$ 2,317,643	$ 2,679,638	$ 2,753,419	$ 2,847,073	$ 2,730,359	$ 2,554,198	$ 2,422,162	$ 2,483,745	$ 30,148,999	102.9%
Penalty $	$ 28,636	$ 1,256	$ 14,002	44,879	12,766	14,479	14,411	18,681	7,829				$ 156,941	148.5%
Total Billed	$ 2,390,046	$ 2,344,573	$ 2,339,398	$ 2,375,521	$ 2,330,409	$ 2,694,117	$ 2,767,830	$ 2,865,754	$ 2,738,188	$ 2,554,198	$ 2,422,162	$ 2,483,745	$ 30,305,940	103.0%
Raw Water Gallonage Billed														
Gallons (000)	292,670	292,140	296,130	297,810	293,350	364,980	359,540	341,610	474,570	434,280	448,320	418,660	4,314,060	111.6%
$ Billed	89,264	89,103	90,320	90,832	89,472	111,319	109,659	104,191	148,351	135,756	140,145	130,873	$ 1,329,284	112.7%
Water Billed vs Cash Receipts														
Billed $	2,361,409	2,444,983	2,429,718	2,465,169	2,419,881	2,805,436	2,877,490	2,969,845	2,892,391	2,703,216	2,572,314	2,628,308	$ 31,570,159	103.1%
Cash Revenue $	2,170,717	2,780,145	2,521,253	2,446,589	2,435,294	2,435,294	2,785,495	3,079,668	2,435,294	795,849	2,435,294	2,602,017	$ 28,922,911	93.7%
% Cash to Billed	92%	114%	104%	99%	101%	87%	97%	104%	84%	29%	95%	99%	91.6%	

City of Decatur **Period Ending: April 2023**

Treasurer's Financial Report

Headcount Staffing Level

	2023 Budget	Current Year Staffing Levels												Prior Yr End
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Full Time Staffing														
Executive, City Clerk, Data/Comms	11	10	10	10	10	-	-	-	-	-	-	-	-	10
Finance	23	19	20	20	21	-	-	-	-	-	-	-	-	19
Human Resources	4	4	4	4	4	-	-	-	-	-	-	-	-	4
Information Technology	8	9	8	8	8	-	-	-	-	-	-	-	-	9
Corporation Counsel	7	7	7	7	7	-	-	-	-	-	-	-	-	7
Economic & Community Dev	27	26	26	26	25	-	-	-	-	-	-	-	-	27
Public Safety	270	250	247	244	246	-	-	-	-	-	-	-	-	249
Public Works	115	105	105	108	110	-	-	-	-	-	-	-	-	107
Total Full Time	465	430	427	427	431	-	-	-	-	-	-	-	-	432
Part Time Staffing														
Executive	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Legislative	7	7	7	7	8	-	-	-	-	-	-	-	-	7
Finance	-	3	3	3	3	-	-	-	-	-	-	-	-	3
Human Resources	-	1	1	1	1	-	-	-	-	-	-	-	-	1
Information Technology	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corporation Counsel	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Economic & Community Dev	-	1	1	1	1	-	-	-	-	-	-	-	-	1
Public Safety	-	5	5	5	3	-	-	-	-	-	-	-	-	4
Public Works	-	1	1	2	3	-	-	-	-	-	-	-	-	-
Total Temporary	7	18	18	19	19	-	-	-	-	-	-	-	-	16
Total City Staff Headcount	472	448	445	446	450	-	-	-	-	-	-	-	-	448

Note: *Above report includes all City Staff, Full Time and Temporary W-2 EE's*

City of Decatur **Period Ending: April 2023**

Treasurer's Financial Report

Headcount Staffing Level

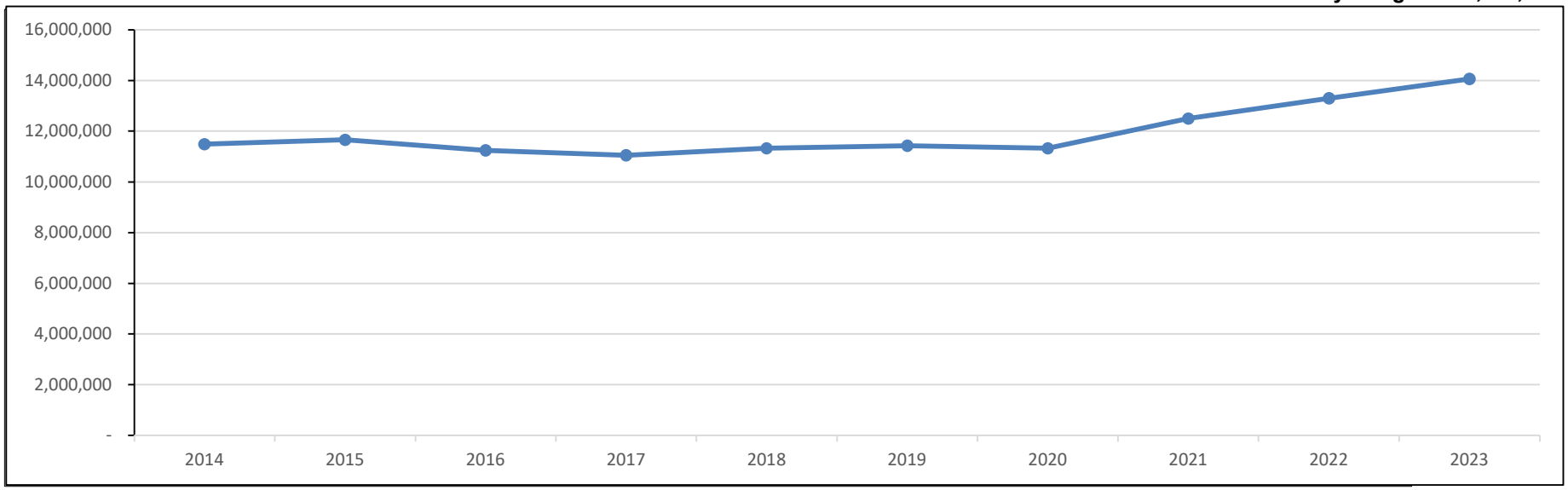
	2023 Budget	Current Year Staffing Levels Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Prior Yr End
Full Time Staff														
Executive														
Executive, City Clerk, Data/Comms	7	6	6	6	6									5
Mass Transit & Facilities	4	4	4	4	4									4
Total	11	10	10	10	10	-	-	-	-	-	-	-	-	10
Finance														
Finance	14	12	12	12	13									12
Purchasing	2	1	2	2	2									1
Utility Customer Service	7	6	6	6	6									6
Total	23	19	20	20	21	-	-	-	-	-	-	-	-	19
Human Resources	4	4	4	4	4									4
Information Technology	8	9	8	8	8									9
Corporation Legal Counsel	7	7	7	7	7									7
Economic & Community Devel														
Planning, Sustainability, Admin	5	5	5	5	4									6
Building Inspections	7	7	7	7	7									7
Neighborhood Inspection	9	8	8	8	8									8
Neighborhood Services	6	6	6	6	6									6
Total	27	26	26	26	25	-	-	-	-	-	-	-	-	27
Public Safety														
Fire	109	105	105	104	103									106
Police	161	145	142	140	143									143
Total	270	250	247	244	246	-	-	-	-	-	-	-	-	249
Public Works														
PW Engineering	12	10	10	10	12									11
Fleet Maintenance	8	7	7	8	8									8
PW Municipal Services	46	44	43	45	46									43
PW Administration	2	2	2	2	2									2
Water Production (Admin)	3	2	2	2	2									2
Water Production (Lake)	7	6	6	6	6									5
Water Production South Plant	15	15	15	15	15									14
Water Services Distribution	22	19	20	20	19									22
Total	115	105	105	108	110	-	-	-	-	-	-	-	-	107
Total City Staffing	465	430	427	427	431	-	-	-	-	-	-	-	-	432
General Fund staffing	399	376	372	372	377	-	-	-	-	-	-	-	-	368
Other Fund staffing	66	54	55	55	54	-	-	-	-	-	-	-	-	55
Total staffing	465	430	427	427	431	-	-	-	-	-	-	-	-	423

Note: *Above report includes all Full Time W-2 EE's*

STATE SALES TAX

Home

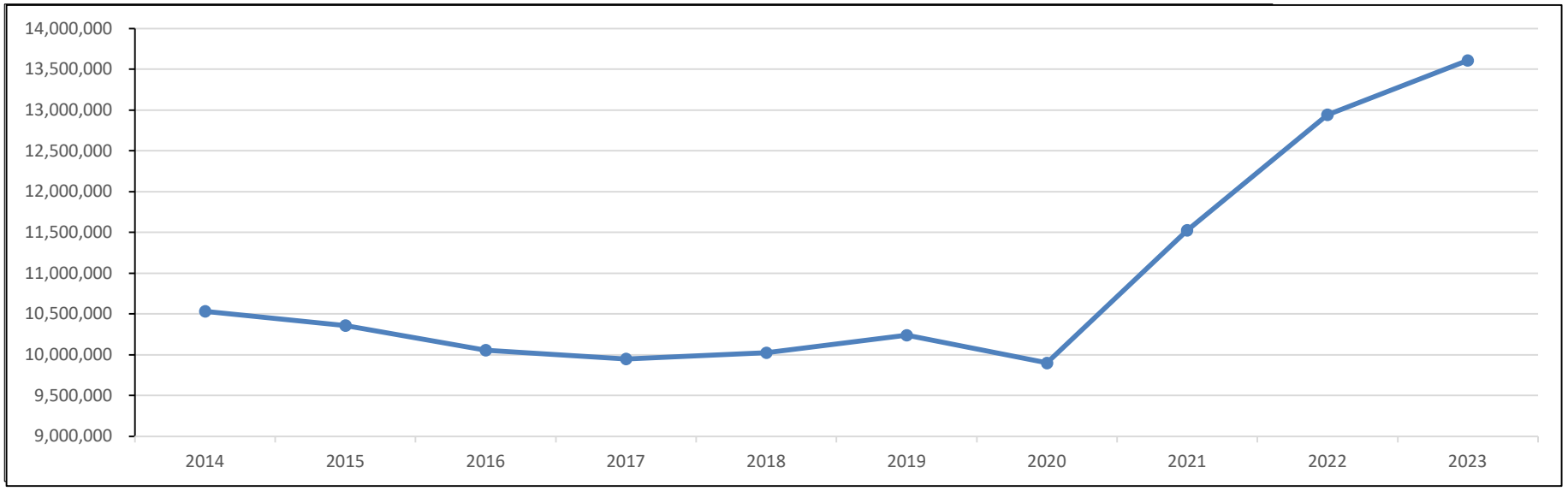
MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	938,684	963,009	946,811	902,833	882,653	984,872	984,354	936,318	1,033,684	1,168,660	A
FEBRUARY	914,587	941,678	904,631	899,838	917,921	935,303	955,006	882,140	1,075,306	1,127,485	A
MARCH	1,106,071	1,120,789	1,119,498	1,107,270	1,088,364	1,093,971	1,112,877	1,115,773	1,269,776	1,289,943	A
APRIL	825,291	857,417	824,458	789,769	840,607	801,923	850,408	909,469	938,656	1,033,077	A
MAY	868,465	877,404	867,538	837,972	819,180	845,440	849,934	864,919	913,545	977,493	B
JUNE	974,156	978,888	940,736	957,693	978,292	975,295	909,787	1,179,406	1,149,425	1,229,885	B
JULY	935,127	944,686	887,325	906,452	942,693	968,093	858,962	1,082,746	1,135,529	1,215,016	B
AUGUST	1,028,409	992,900	943,818	935,012	1,010,708	1,011,477	945,270	1,201,374	1,182,257	1,251,908	B
SEPTEMBER	979,712	1,006,626	994,684	953,644	978,357	930,277	972,693	1,113,247	1,207,478	1,278,894	B
OCTOBER	981,740	991,641	933,239	891,372	943,494	979,187	974,990	1,069,252	1,042,274	1,166,981	B
NOVEMBER	961,614	1,003,087	962,595	934,414	991,142	967,297	940,548	1,087,116	1,178,594	1,186,478	B
DECEMBER	969,684	976,633	916,175	935,863	935,419	930,430	967,339	1,058,332	1,166,847	1,141,958	B
TOTALS	**11,483,540**	**11,654,760**	**11,241,506**	**11,052,132**	**11,328,832**	**11,423,564**	**11,322,169**	**12,500,091**	**13,293,370**	**14,067,778**	
									Year in Play Budget	**14,061,840**	



Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

LOCAL SALES TAX

MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	887,481	889,089	848,993	818,066	807,770	892,334	880,608	840,697	1,006,392	1,157,380	A
FEBRUARY	862,759	863,243	833,995	838,995	837,288	864,722	856,677	781,469	1,041,267	1,134,252	A
MARCH	1,022,997	1,000,115	1,036,321	995,383	959,353	963,236	960,429	992,288	1,201,515	1,246,328	A
APRIL	739,227	739,805	703,472	702,734	712,309	698,869	734,157	813,655	858,286	954,992	A
MAY	779,506	764,685	744,767	729,878	716,975	739,341	727,854	776,379	858,911	919,035	B
JUNE	865,335	832,374	840,488	855,602	852,317	858,115	765,429	1,102,858	1,112,269	1,190,128	B
JULY	864,489	833,551	791,839	814,658	807,532	860,421	735,614	1,046,496	1,094,284	1,170,884	B
AUGUST	957,423	906,467	867,107	877,154	909,719	920,833	834,535	1,045,456	1,170,493	1,237,394	B
SEPTEMBER	916,077	911,765	904,129	852,928	890,655	873,345	873,669	1,046,584	1,169,467	1,236,189	B
OCTOBER	882,079	875,986	822,711	779,788	836,215	868,200	865,615	1,013,580	1,099,159	1,106,221	B
NOVEMBER	884,609	882,605	854,078	835,747	866,834	875,836	819,660	1,048,702	1,201,140	1,144,553	B
DECEMBER	872,277	860,119	810,233	849,336	827,137	824,656	845,741	1,018,861	1,130,587	1,111,984	B
TOTALS	**10,534,258**	**10,359,805**	**10,058,133**	**9,950,270**	**10,024,104**	**10,239,908**	**9,899,988**	**11,527,023**	**12,943,770**	**13,609,341**	
									Year in Play Budget	**13,501,160**	

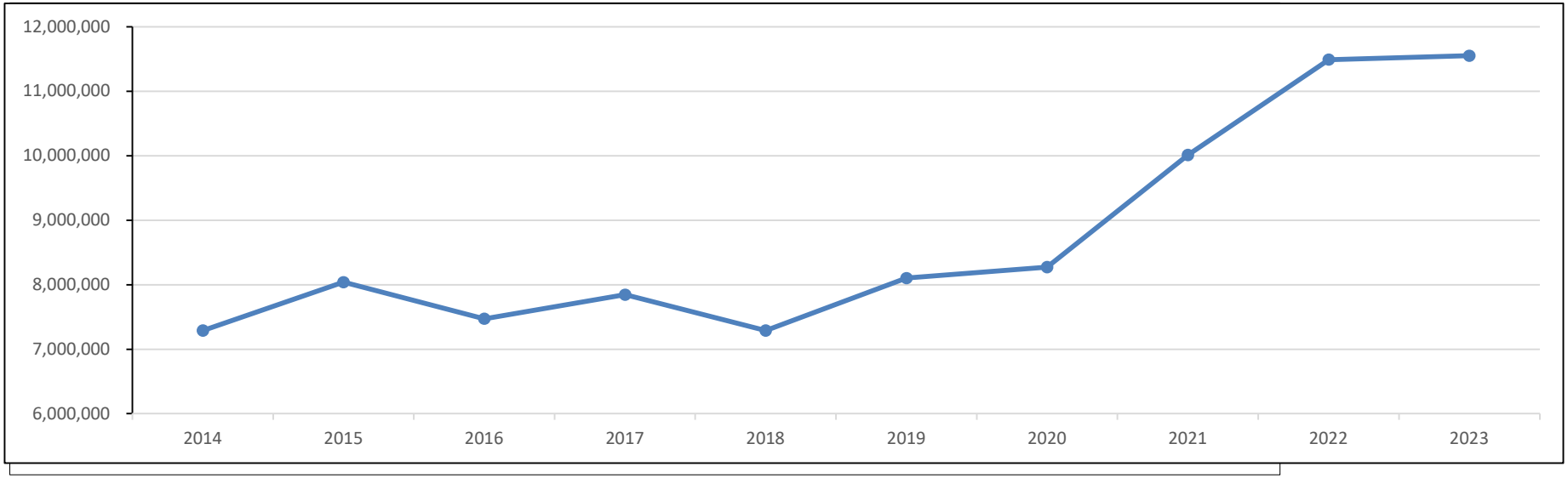


Schedule presents total State Sales Tax Revenue - revenue is recorded in General, Southeast TIF, Eastgate TIF, Pines TIF and Grand/Oakland TIF funds w/ TIF agreements

State imposed 2% collection fee commenced 09/2017; 1.5% fee effective w SFY19

STATE INCOME TAX

MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	850,845	852,700	912,628	851,716	578,461	631,574	696,621	807,110	960,878	1,049,580	A
FEBRUARY	-	-	-	-	837,319	759,834	717,710	853,298	1,198,126	1,037,782	A
MARCH	699,395	620,094	751,474	1,411,585	420,941	457,518	533,688	588,089	519,319	614,640	A
APRIL	742,236	925,184	822,346	-	646,373	734,870	783,855	937,702	1,109,452	989,236	A
MAY	423,934	403,609	476,082	396,235	1,044,019	1,528,635	767,466	1,280,911	2,238,522	2,372,834	B
JUNE	741,339	824,784	1,774,951	764,129	482,298	477,387	475,376	1,123,868	657,580	697,034	B
JULY	1,150,541	1,364,531	-	1,547,903	652,113	713,920	754,878	1,008,212	1,110,107	1,176,713	B
AUGUST	428,542	566,667	496,310	698,009	478,694	511,760	1,032,080	566,126	571,768	606,074	B
SEPTEMBER	709,251	1,263,519	1,120,799	727,037	467,186	452,932	584,790	597,861	621,357	658,638	B
OCTOBER	818,347	-	-	599,068	726,093	808,115	846,827	1,086,453	1,137,578	1,134,366	B
NOVEMBER	-	441,918	450,551	450,852	522,953	527,420	572,208	622,816	720,354	650,282	B
DECEMBER	721,926	776,691	665,793	396,923	433,456	498,389	506,596	539,685	646,330	563,485	B
	13 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	12 ct-2 mo delay	14 ct-no delay						
TOTALS	**7,286,357**	**8,039,696**	**7,470,934**	**7,843,458**	**7,289,905**	**8,102,353**	**8,272,095**	**10,012,130**	**11,491,369**	**11,550,663**	
									Year in Play Budget	**11,874,000**	

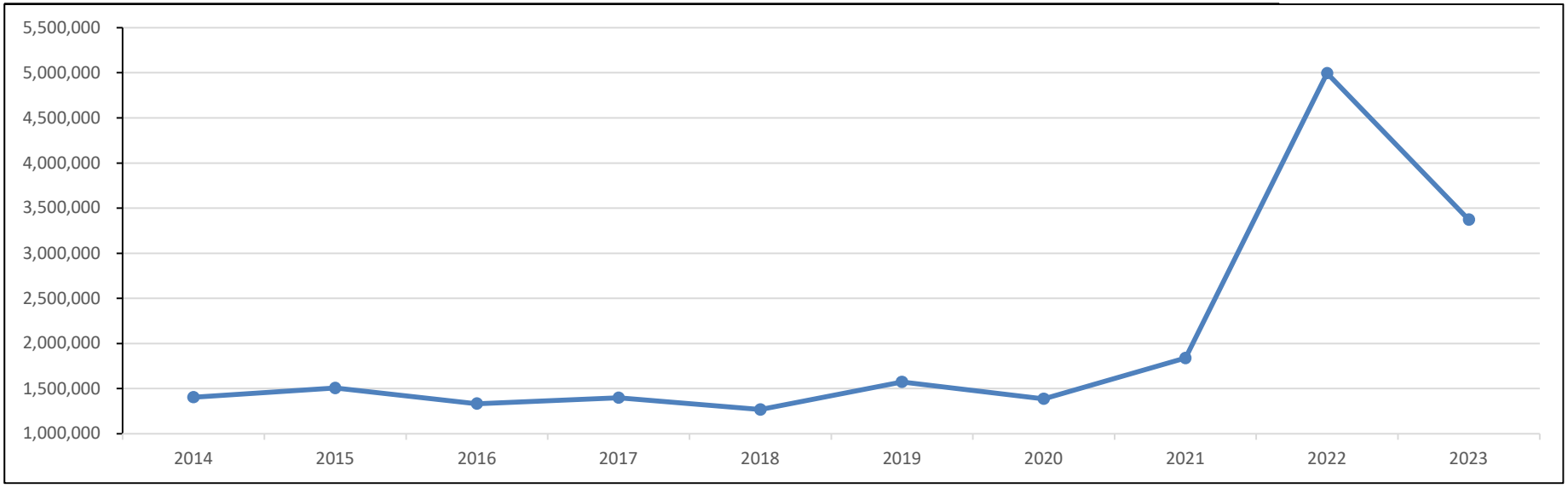


Schedule presents State LGDF distribution

State LGDF 10% distribution reduction commenced w SFY18 August 2017 distribution; distribution reduction of 5% effective for SFY19 and to present

PERSONAL PROPERTY REPLACEMENT TAX

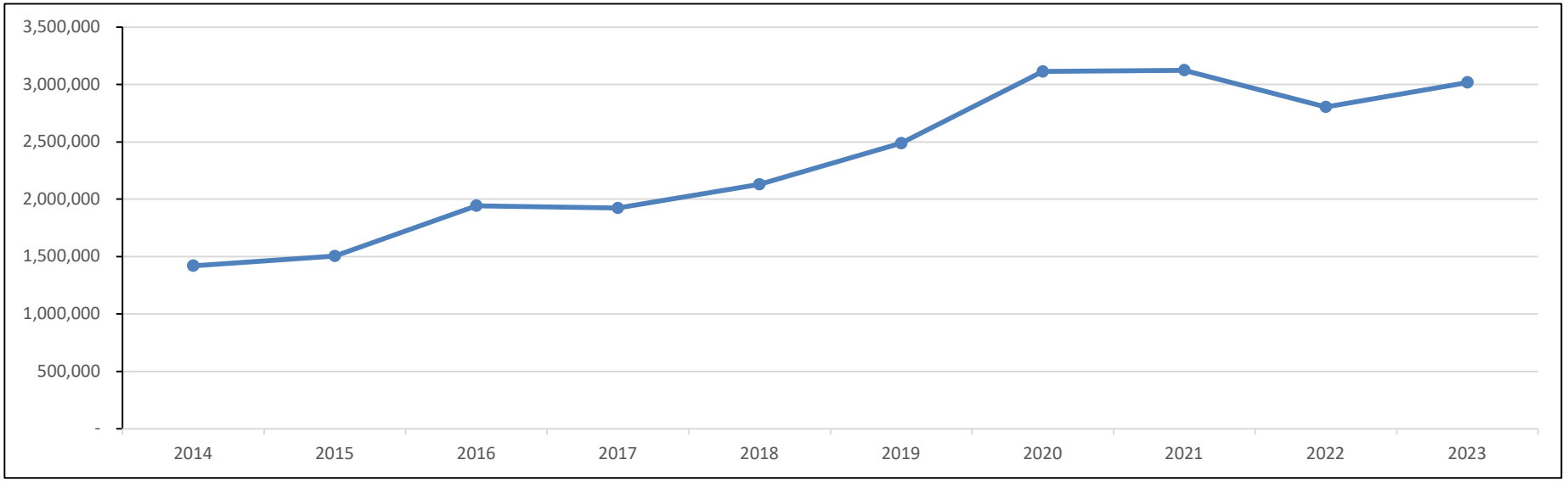
MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	233,315	202,878	195,051	217,463	143,616	153,006	226,930	238,599	489,253	699,404	A
FEBRUARY	2,024	717	-	-	-	-	-	-	-	-	A
MARCH	80,778	70,137	83,788	147,880	132,622	67,368	45,114	86,205	654,576	386,908	A
APRIL	309,261	364,335	271,921	352,780	260,085	301,619	311,508	402,800	743,040	551,668	A
MAY	227,806	293,618	219,695	227,189	269,213	365,884	199,155	519,099	997,471	633,252	B
JUNE	-	2,501	12,343	-	-	3,173	-	-	3,546	2,914	B
JULY	229,514	238,695	239,680	239,384	206,222	217,352	206,917	378,262	718,801	420,189	B
AUGUST	24,688	32,169	27,902	10,712	20,842	26,075	152,903	48,103	82,065	52,114	B
SEPTEMBER	6,877	2,356	4,554	-	-	-	-	26,897	21,828	-	B
OCTOBER	227,489	239,950	218,004	160,071	190,221	376,967	193,839	2,246	968,179	517,870	B
NOVEMBER	-	-	1,876	-	-	1,332	-	6,015	-	-	B
DECEMBER	63,058	58,604	58,514	42,179	46,033	62,824	50,168	131,241	317,059	107,842	B
TOTALS	**1,404,809**	**1,505,959**	**1,333,328**	**1,397,658**	**1,268,855**	**1,575,600**	**1,386,533**	**1,839,468**	**4,995,818**	**3,372,160**	
									Year in Play Budget	**2,908,000**	



Schedule presents State distribution of PPRT. Recorded by City in city general fund (77.2%) and city library fund (22.8%) in accordance with state statutes

LOCAL USE TAX

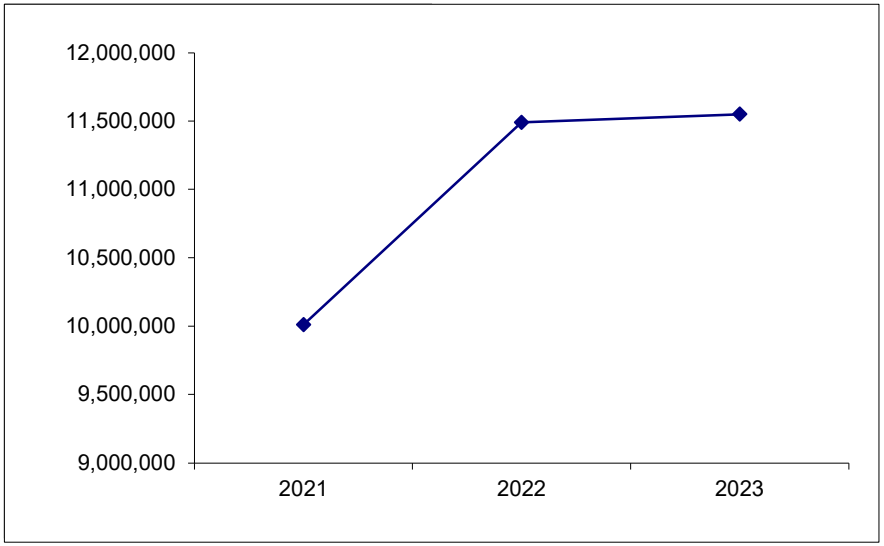
MONTH	2014 Actual	2015 Actual	2016 Actual	2017 Actual	2018 Actual	2019 Actual	2020 Actual	2021 Actual	2022 Year in Play	2023	
JANUARY	115,740	136,569	295,435	159,854	166,257	205,607	244,618	301,148	215,409	253,475	A
FEBRUARY	108,961	129,837	146,086	155,199	192,590	227,498	229,171	320,911	253,062	267,197	A
MARCH	171,437	196,801	208,903	241,170	243,593	275,101	314,455	452,845	320,769	323,206	A
APRIL	90,904	69,628	128,350	139,319	145,000	159,583	217,745	222,022	212,726	226,274	A
MAY	89,241	135,902	130,832	131,114	149,116	183,842	189,224	197,971	205,377	219,754	B
JUNE	117,824	143,287	153,738	170,503	180,080	208,996	240,704	253,092	240,875	257,736	B
JULY	108,621	140,649	149,743	146,418	157,169	197,817	254,820	229,947	192,903	206,406	B
AUGUST	115,406	133,971	145,710	147,521	171,381	198,672	283,392	211,651	219,932	235,327	B
SEPTEMBER	128,816	-	164,340	156,033	183,541	201,970	286,103	241,230	248,103	265,470	B
OCTOBER	109,843	-	130,791	149,381	178,049	207,636	289,306	224,653	216,541	247,590	B
NOVEMBER	118,956	-	142,584	158,864	169,331	198,926	275,488	237,138	224,900	261,350	B
DECEMBER	144,341	419,237	146,571	167,420	194,248	222,795	287,411	231,030	252,890	254,619	B
TOTALS	**1,420,091**	**1,505,880**	**1,943,083**	**1,922,796**	**2,130,355**	**2,488,443**	**3,112,435**	**3,123,637**	**2,803,488**	**3,018,405**	
									Year in Play Budget	**3,020,000**	



Schedule presents State distribution of Use Tax.

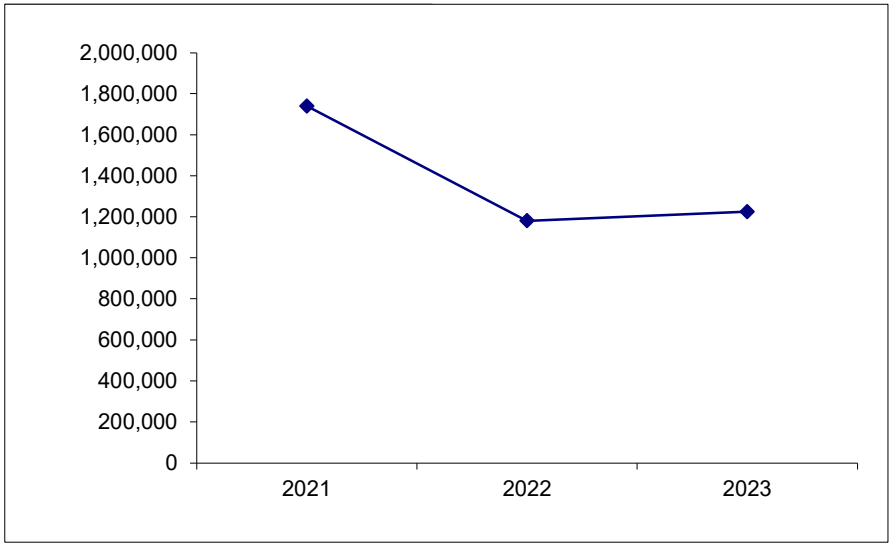
STATE INCOME TAX LGDF DISTRIBUTION

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	807,110	960,878	1,049,580	A
FEBRUARY	853,298	1,198,126	1,037,782	A
MARCH	588,089	519,319	614,640	A
APRIL	937,702	1,109,452	989,236	A
MAY	1,280,911	2,238,522	2,372,834	B
JUNE	1,123,868	657,580	697,034	B
JULY	1,008,212	1,110,107	1,176,713	B
AUGUST	566,126	571,768	606,074	B
SEPTEMBER	597,861	621,357	658,638	B
OCTOBER	1,086,453	1,137,578	1,134,366	B
NOVEMBER	622,816	720,354	650,282	B
DECEMBER	539,685	646,330	563,485	B
TOTALS	**10,012,130**	**11,491,369**	**11,550,663**	
		Current Budget	**11,874,000**	
		Projected Amt Over (Under)	**(323,337)**	



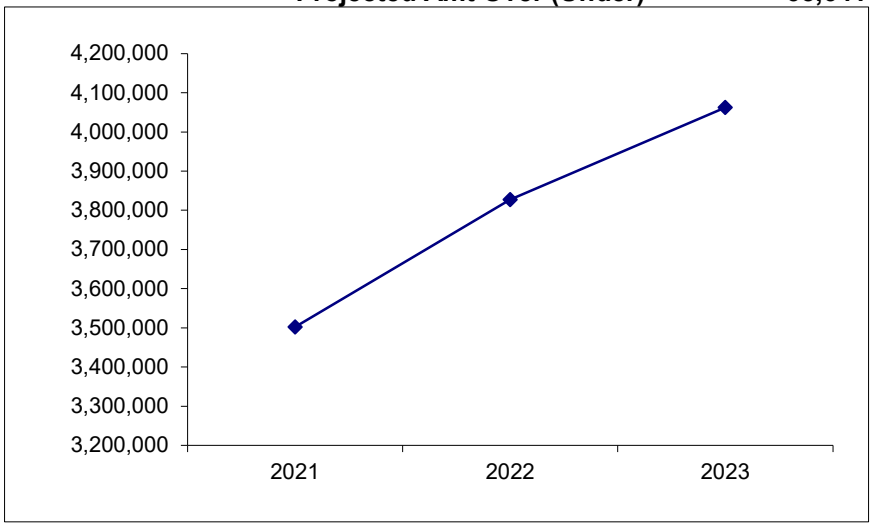
LOCAL TELEPHONE UTILITY TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	585,430	99,599	100,718	A
FEBRUARY	105,214	94,273	101,222	A
MARCH	97,810	97,801	121,496	A
APRIL	91,598	95,983	107,186	A
MAY	97,948	94,162	94,162	B
JUNE	129,008	97,606	97,606	B
JULY	101,474	95,378	95,378	B
AUGUST	111,428	98,967	105,857	B
SEPTEMBER	108,598	87,617	103,168	B
OCTOBER	103,735	116,632	98,548	B
NOVEMBER	105,524	99,450	100,248	B
DECEMBER	102,715	103,560	100,000	B
TOTALS	**1,740,483**	**1,181,029**	**1,225,589**	
		Current Budget	**1,183,000**	
		Projected Amt Over (Under)	**42,589**	



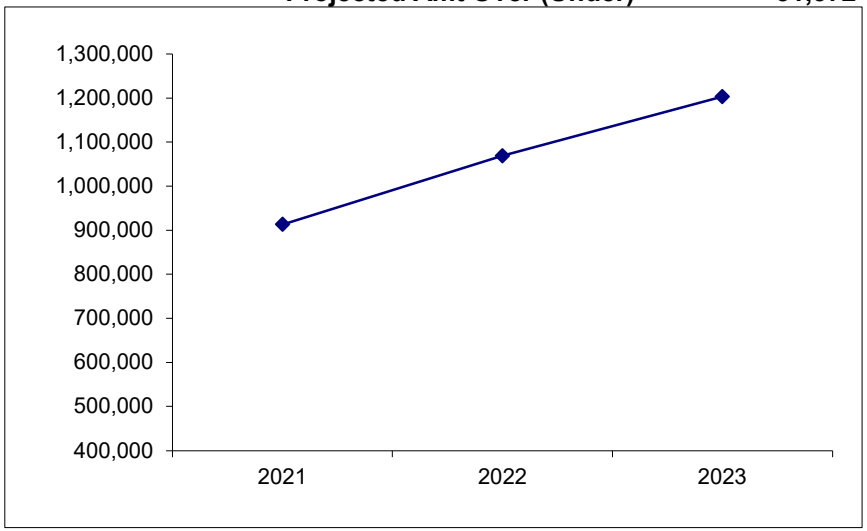
LOCAL FOOD & BEVERAGE TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	259,733	325,939	349,168	A
FEBRUARY	237,003	268,346	310,308	A
MARCH	251,710	254,687	314,152	A
APRIL	316,741	328,645	344,283	A
MAY	302,025	320,770	343,224	B
JUNE	314,701	345,385	369,562	B
JULY	295,357	338,253	361,931	B
AUGUST	307,177	344,233	368,330	B
SEPTEMBER	345,458	318,028	340,290	B
OCTOBER	112,289	326,439	123,753	B
NOVEMBER	460,845	323,232	507,897	B
DECEMBER	299,194	333,647	329,742	B
TOTALS	3,502,233	3,827,604	4,062,641	
		Current Budget	3,997,000	
		Projected Amt Over (Under)	65,641	



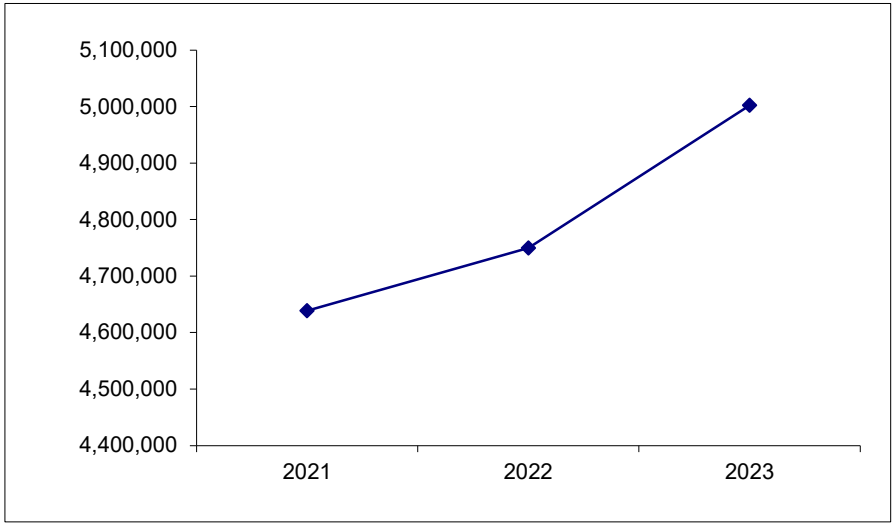
LOCAL HOTEL & MOTEL TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	45,696	62,215	71,531	A
FEBRUARY	38,938	70,247	89,816	A
MARCH	46,068	65,323	74,851	A
APRIL	61,645	76,916	111,415	A
MAY	64,188	76,544	82,438	B
JUNE	80,612	95,446	102,795	B
JULY	82,463	104,261	112,289	B
AUGUST	96,057	91,208	108,626	B
SEPTEMBER	132,160	114,943	149,453	B
OCTOBER	39,548	101,643	44,723	B
NOVEMBER	147,855	120,882	167,202	B
DECEMBER	78,023	89,647	88,233	B
TOTALS	913,254	1,069,274	1,203,372	
		Current Budget	1,152,000	
		Projected Amt Over (Under)	51,372	



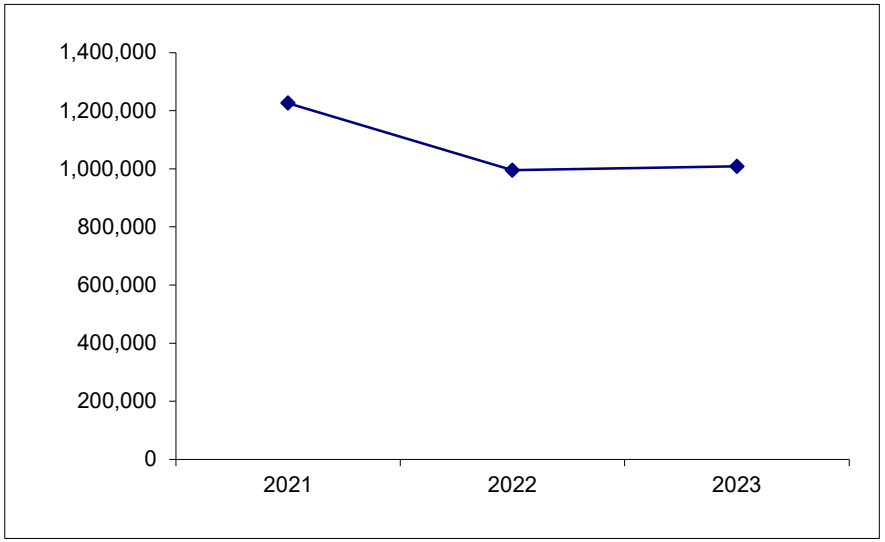
LOCAL UTILITY TAX (GAS & ELECTRIC)

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	387,338	451,232	494,772	A
FEBRUARY	-	-	511,814	A
MARCH	964,355	1,170,976	459,507	A
APRIL	406,775	453,756	411,867	A
MAY	369,203	376,488	401,337	B
JUNE	348,848	327,903	349,545	B
JULY	338,442	311,731	332,305	B
AUGUST	338,344	323,917	378,708	B
SEPTEMBER	375,057	323,685	419,802	B
OCTOBER	372,509	316,968	416,949	B
NOVEMBER	324,568	318,048	363,289	B
DECEMBER	413,270	375,073	462,573	B
TOTALS	4,638,709	4,749,776	5,002,468	
		Current Budget	5,337,000	
		Projected Amt Over (Under)	(334,532)	



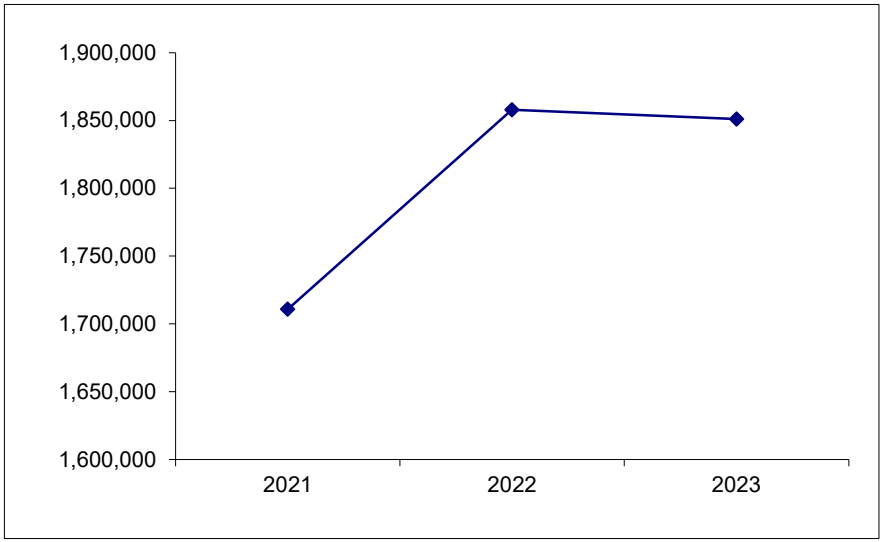
LOCAL CABLE TV TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	115,677	13,687	11,674	A
FEBRUARY	248,600	235,066	228,468	A
MARCH	-	-	-	A
APRIL	14,722	12,982	-	A
MAY	238,382	245,500	249,182	B
JUNE	-	-	-	B
JULY	-	-	-	B
AUGUST	252,130	254,979	258,471	B
SEPTEMBER	-	-	-	B
OCTOBER	-	-	-	B
NOVEMBER	254,330	233,712	260,726	B
DECEMBER	102,715	-	-	B
TOTALS	1,226,555	995,925	1,008,521	
		Current Budget	1,034,000	
		Projected Amt Over (Under)	(25,479)	



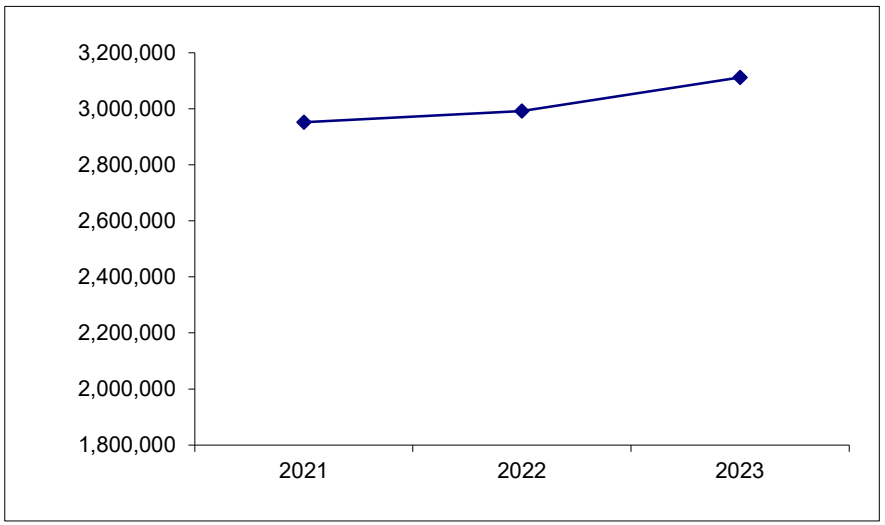
LOCAL MOTOR FUEL TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	137,973	155,334	154,093	A
FEBRUARY	116,174	146,251	142,970	A
MARCH	137,669	125,153	138,333	A
APRIL	141,621	142,456	150,252	A
MAY	143,395	147,235	148,707	B
JUNE	146,898	162,643	164,270	B
JULY	145,659	164,199	165,841	B
AUGUST	150,514	166,136	167,797	B
SEPTEMBER	151,331	173,019	174,749	B
OCTOBER	52,940	162,198	53,469	B
NOVEMBER	239,007	162,085	241,397	B
DECEMBER	147,717	151,229	149,194	B
TOTALS	1,710,898	1,857,939	1,851,075	
		Current Budget	1,840,000	
		Projected Amt Over (Under)	11,075	



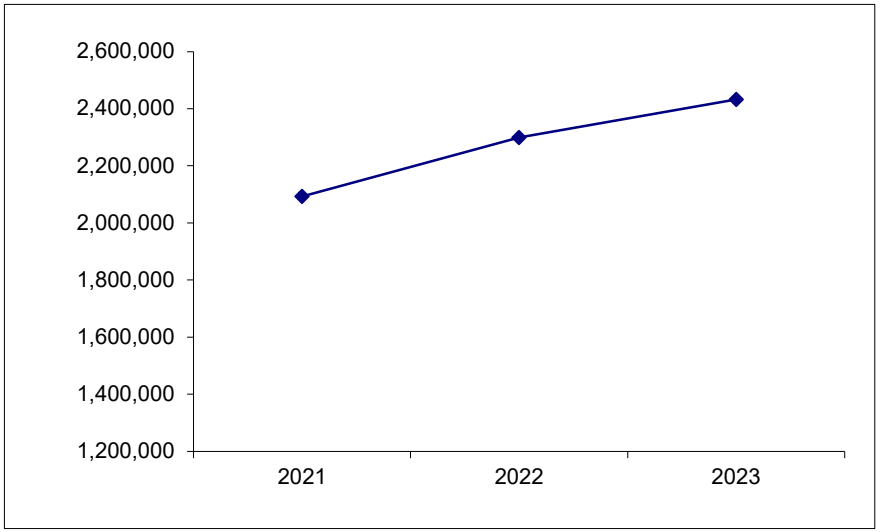
STATE MOTOR FUEL TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	252,696	283,072	275,250	A
FEBRUARY	220,266	258,944	220,663	A
MARCH	208,011	178,756	225,950	A
APRIL	215,526	253,405	219,333	A
MAY	250,786	255,437	268,209	B
JUNE	248,729	256,227	269,038	B
JULY	255,517	265,264	278,527	B
AUGUST	253,309	259,754	271,901	B
SEPTEMBER	274,663	249,395	261,864	B
OCTOBER	263,188	252,007	264,606	B
NOVEMBER	242,427	239,391	276,348	B
DECEMBER	267,134	240,655	280,491	B
TOTALS	2,952,253	2,992,307	3,112,180	
		Current Budget	3,194,000	
		Projected Amt Over (Under)	(81,820)	



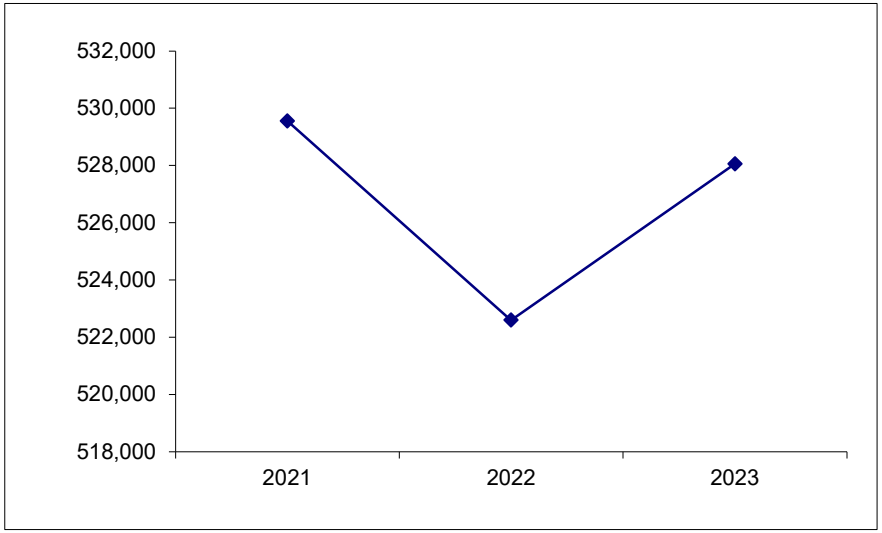
STATE VIDEO GAMING TAX

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	85,531	186,950	187,712	A
FEBRUARY	-	194,055	194,632	A
MARCH	85,407	165,854	192,027	A
APRIL	176,056	170,074	196,183	A
MAY	257,275	230,570	232,876	B
JUNE	244,343	217,794	219,972	B
JULY	223,954	197,376	199,349	B
AUGUST	208,113	183,024	202,000	B
SEPTEMBER	217,309	190,168	202,000	B
OCTOBER	203,717	182,080	202,000	B
NOVEMBER	196,248	191,184	202,000	B
DECEMBER	194,733	189,255	202,000	B
TOTALS	2,092,686	2,298,383	2,432,751	
		Current Budget	2,386,000	
		Projected Amt Over (Under)	46,751	



LOCAL LIQUOR LICENSE FEE

MONTH	2021 Actual	2022 Actual	2023 Year in Play	
JANUARY	3,989	-	-	A
FEBRUARY	-	6,010	250	A
MARCH	2,459	702	3,677	A
APRIL	2,018	-	100	A
MAY	194,556	288,825	288,825	B
JUNE	312,435	217,825	217,825	B
JULY	-	3,280	3,280	B
AUGUST	6,600	200	6,600	B
SEPTEMBER	3,593	600	3,593	B
OCTOBER	100	150	100	B
NOVEMBER	-	3,093	-	B
DECEMBER	3,807	1,914	3,807	B
TOTALS	529,556	522,599	528,057	
		Current Budget	531,000	
		Projected Amt Over (Under)	(2,943)	



DATE: 5/15/2023

MEMO: Memo 2023-1

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Ruby F. James, City Treasurer & Director of Finance

SUBJECT: Resolution Authorizing Professional Services Agreement with CliftonLarsonAllen, LLP for Auditing Services and Non-Audit Advisory Services.

SUMMARY RECOMMENDATION:
City Staff recommends Council approval of the attached Resolution to authorize the Mayor and City Manager to enter into a professional services agreement with CliftonLarsonAllen, LLP ("CLA") for Auditing services and Non-Audit Advisory services whereby CLA will perform the independent audit of the financial statements of the City of Decatur for the year ended December 31, 2022.

BACKGROUND:
CliftonLarsonAllen, LLP has served as the City of Decatur audit partner, and has performed independent auditing services for the City of Decatur, since 2005.

The agreement is structured in two separate statements. The Master Services Agreement outlines the terms and services provided by CLA and is a five year agreement, which can be terminated with 30 days notice. The Statement of Work specifies what work is to be completed for that particular year and how much will be billed for the work.

The relationship has been, and remains, a satisfactory professional relationship benefiting the City of Decatur. The duration of the relationship, and knowledge acquired by CLA over the years regarding the financial affairs of the City, will allow the audit to be completed on or before September 30, 2023, which complies with state and federal regulations. The prior year's audit was significantly delayed due to staff turnovers, lingering pandemic effects and scheduling problems; but it would not be in the City's best interest to have another year's audit delayed. This approach will get the city back on its previous routine audit schedule.

Based upon CLA's estimate of the audit engagement work-scope, the hours estimated for the engagement is 1,080 hours, which will be billed at $150 per hour plus an estimated $5,000 in expenses. This is estimated at a total cost of approximately $167,000, and includes two (2) federal grant program reviews in accordance with federal single audit requirements. Each additional federal

grant program requiring federal single audit review will be billed at $150 per hour.

For the December 31, 2021 audit, the Council originally approved a fee of $79,380. The actual fees paid for the December 31, 2021 audit was $145,358. Due to the Comptroller resigning in 2022 and an unanticipated medical leave for the Director of Finance, the 2021 audit was unavoidably, significantly delayed. Therefore, CLA charged the City additional fees to complete the 2021 audit since the City did not have all of the workpapers and schedules completed in a timely manner, and the audit was competed ten months later than usual, requiring significantly more time on the auditor's part.

Although the current year's fee increase is 15.5% higher compared to the prior year actual expenses, it will be necessary to continue with CLA to complete the current year's audit in a timely manner, utilizing their significant knowledge of the City's financial systems. In addition, costs for auditing firms have increased 30% in the past 18 months due to inflation with salaries and benefits being the largest expense for these firms, and the decrease in the availability of accountants in the industry, which has put a premium on salaries for accountants in general.

Although the Chief Financial Officer for the City is new to the position and the Comptroller is relatively new, the current CFO has an extensive background in accounting and auditing, along with the current Comptroller's experience with the prior year audit. Staff are confident that the 2022 audit will be completed in a timely manner.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Ruby F. James, City Treasurer & Director of Finance, 217-450-2226

BUDGET/TIME IMPLICATIONS:
The audit work will begin June 19, 2023 with projected completion by September 30, 2023, which is in accordance with State and Federal requirements. Several procedures are being implemented by the finance department to reduce the number of hours required by the auditors, thereby potentially keeping auditing fees to a minimum.

The budget includes authorization for the fee schedule proposed by CLA as included in this spending resolution request of the City Council.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
CLA Master Services Agreement	Backup Material

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING PROFESSIONAL SERVICE AGREEMENT WITH CLIFTONLARSONALLEN, LLP FOR AUDITING SERVICES AND NON-AUDIT ADVISORY SERVICES

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

Section 1. That the Professional Service Audit Engagement Agreement presented herewith to the City Council between the City of Decatur, Illinois and CliftonLarsonAllen, LLP, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Manager be, and they are hereby, authorized and directed to sign said engagement agreement, on behalf of the City of Decatur, Illinois.

PRESENTED AND ADOPTED this 15th day of May, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kimberly Althoff, City Clerk

CliftonLarsonAllen LLP
https://www.claconnect.com

Master Services Agreement

City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, IL 62523-1196
MSA Date: April 24, 2023

This master service agreement ("MSA") documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for City of Decatur, Illinois ("you," or "your"). The terms of this MSA will apply to the initial and each subsequent statement of work ("SOW"), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

1. **Scope of Professional Services**
   CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

   If modifications or changes are required during CLA's performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

   Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

2. **Management responsibilities**
   You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

3. **Fees and terms**
   See the applicable SOW for the fees for the services.

   Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our

engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client-initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

4. Other Fees

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel, we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

5. Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

6. Dispute Resolution

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

7. Limitation of remedies

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or

damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

8. Governing Laws, Jurisdiction, and Venue

The MSA is made under and shall be governed by the laws of the state of Illinois, without giving effect to choice-of-law principles. This includes dispute resolution and limitation of remedies.

9. Time limitations

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods ("Limitation Period"), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Tax Consulting Services	36 months
Tax Return Preparation	36 months
Examination, compilation, and preparation services related to prospective financial statements	12 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months
All Other Services	12 months

* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

10. Confidentiality

Except as permitted by the "Consent" section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation, or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation, or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

11. Other provisions

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

12. Consent to use financial information

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of City of Decatur, Illinois anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

13. Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

14. Subcontractors

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on

the use of such information and records as apply to CLA under this MSA.

15. Technology

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

16. Termination of MSA

This MSA shall continue for five years from April 24, 2023, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

17. Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP
Hope Wheeler, CPA
Principal
217-373-3139
hope.wheeler@claconnect.com

Response:

This MSA correctly sets forth the understanding of City of Decatur, Illinois.

CLA
CliftonLarsonAllen



Hope Wheeler, CPA, Principal

SIGNED 4/24/2023, 9:21:27 PM CDT

Client
City of Decatur, Illinois

SIGN: _____

Authorized Governance Signature

DATE: _____

CliftonLarsonAllen LLP
https://www.claconnect.com

Statement of Work - Audit Services

April 24, 2023

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated April 24, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Decatur, Illinois ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended December 31, 2022.

Hope Wheeler, CPA, is responsible for the performance of the audit engagement.

Scope of audit services
We will audit the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Decatur, Illinois, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services
We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.
- Preparation of certain adjusting journal entries, as needed
- Preparation of the Data Collection Form.

· Preparation of the Annual Financial Report (AFR) for the Illinois Comptroller's Office

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will perform procedures on the financial information of Civic Center Authority (or request other auditors to perform procedures on the financial information of Civic Center Authority) to enable us to express our opinions.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

We will make reference to MCK CPAs & Advisors's audit of Civic Center Authority in our report on your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

• Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

• Obtain an understanding of internal control relevant to the audit in order to design audit procedures that

are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

• Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

• Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

• Management override of controls

• Revenue recognition/cutoff related to taxes, other than property taxes, and utility billings

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, Government Auditing Standards, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will

be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under Government Auditing Standards.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and

ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for providing us with, or making arrangements to facilitate (1) unrestricted communication between us and the component auditor(s) to the extent permitted by law or regulation; (2) communications between the component auditor(s), those charged with governance of the component(s), and component management, including communications of significant deficiencies and material weaknesses in internal control; (3) communications between regulatory authorities and the component(s) related to financial reporting matters; (4) access to component information, those charged with governance of the component(s), component management, and the component auditor(s) (including relevant audit documentation requested by us); and (5) permission to perform work, or request a component auditor to perform work, on the financial information of the component(s).

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the

schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities , internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have

received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection

Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to regulators, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the regulators. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees
Our professional fees will be billed based on the time involved and the degree of responsibility and skills required, at an hourly rate of $150 per hour. We will also bill for expenses (including travel, internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

Unexpected circumstances
We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards
Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement
We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Response:
This letter correctly sets forth the understanding of City of Decatur, Illinois.

CLA

CliftonLarsonAllen



Hope Wheeler, CPA, Principal

Client

City of Decatur, Illinois

SIGN:

Authorized Governance Signature

DATE:

City of Decatur, Illinois

SIGN:

Authorized Management Signature

DATE:

DATE: 5/11/2023

MEMO: 2023-09

TO: Mayor Moore Wolfe and City Council

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing the Execution of a Service Agreement for the Electricity Supply for Residential and Small Commercial Retail Customers Under the Municipal Aggregation Program

ATTACHMENTS:

Description	Type
Memo-Supply Agreement for Municipal Aggregation	Cover Memo
Resolution Authorizing Municipal Aggregation Agreement	Resolution Letter

MEMORANDUM 2023-09

DATE: **May 15, 2023**

TO: **Honorable Mayor Julie Moore Wolfe and City Council**

FROM: **Scot Wrighton, City Manager**
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing the Execution of a Service Agreement for the Electricity Supply for Residential and Small Commercial Retail Customers Under the Municipal Aggregation Program.

SUMMARY RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to execute a supply agreement for electricity for the Municipal Aggregation program when optimal pricing is received.

BACKGROUND:

The City of Decatur has run successful municipal aggregation programs for over a decade leading to millions of dollars saved by our residents and small businesses. Every few years new pricing had been secured by the City for our residential and small commercial electrical customers, who had not opted out of this program. Historically the City has been able to secure 10-20% savings in electrical supply costs. There have typically been approximately 35,000 accounts included in the aggregated electrical supply purchase made by the City.

The City's last electrical aggregation pricing expired in December of 2021. The City was not able to secure favorable pricing at that time and residents were sent back to the utility (Ameren). Our residents have been with Ameren pricing since January 2022. The City did enter into an agreement with Arcadia Solar which provided a community solar option with a 10% savings over Ameren. Due to the conflict in Ukraine, rising inflation last year, and global energy challenges pricing has been unfavorable from Ameren and alternative suppliers since 2022. This is starting to change. Ameren's rates are starting to fall from over 12 cents/kwh and suppliers have started to provide more favorable rates as the future seems less unpredictable. The current price, to compare that most of our residents are paying for electrical supply, is 11.83 cents/kwh.

We have recently received pricing below 10 cents/kwh and believe we can save our residents about 15% off of Ameren's supply price through an alternative supplier. Due to the violability of energy costs, pricing received for electricity is typically only good for 24 hours. There can be significant pricing swings on a daily and certainly a weekly basis. The City will receive final and best pricing again on Monday, May 15th. Staff may recommend that this pricing be accepted, or we may opt to reject that pricing and secure pricing again in a week or two. This resolution will authorize the City Manager to continue secure pricing until such a time when we believe that it is the lowest it will be before final execution.

INPUT FROM OTHER SOURCES: City staff and our energy consultant CQI.

STAFF REFERENCE: City Manager, Scot Wrighton or Jon Kindseth can address any questions related to this item.

RESOLUTION NO._____

RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT FOR THE ELECTRICITY SUPPLY FOR RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS UNDER THE MUNICIPAL AGGREGATION PROGRAM

WHEREAS, Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92, permits a city, if authorized by referendum, to adopt an ordinance by which it may operate a program to solicit bids and enter into service agreements for the sale and purchase of electricity and related services and equipment to residential and small commercial customers who do not opt-out of such a program; and

WHEREAS, the City of Decatur provides an opt-out electric aggregation program for eligible electric accounts within its jurisdiction; and

WHEREAS, such aggregation program was authorized by referendum passed by a majority vote of the qualified electors voting on the question; and

WHEREAS, because electricity is a commodity for which supply bids typically are good for about 24 hours, the City of Decatur must act promptly to accept any such desired bid in order to contractually guarantee a per kilowatt hour electric rate for its residential and small commercial customers, and

WHEREAS, the City of Decatur City Council finds that the best interests of the City of Decatur are served by authorizing the Decatur City Manager to receive and review bids and to accept the bid most beneficial to the City of Decatur, pursuant to 20 ILCS 3855/1-92, to aggregate the residential and small commercial retail electric loads located within the City of Decatur and to arrange for competitive electric supply to these retail electrical accounts, and

NOW THEREFORE, BE IT RESOLVED by the Decatur City Council of Decatur Illinois, Macon County, Illinois, as follows:

SECTION 1. The statements set forth in the preamble to this Resolution are hereby found to be true and correct and are hereby incorporated into this Resolution as if set forth in Section 1.

SECTION 2. The corporate authorities of Decatur Illinois hereby authorize and direct the City Manager or his/her designee to receive and review bids and accept the bid most beneficial to the City of Decatur without further action of the Decatur City Council. The City Manager or his/her designee is hereby authorized to execute a service agreement with the bidder who submits the bid most beneficial to the City of Decatur for the supply of electricity for residential and small commercial retail customers who do not opt out of such a program, without further action of the Decatur City Council, with said execution and attestation to take place

within the applicable time constraints required by the bidder, provided , however, that the energy price to be paid per kilowatt hour pursuant to the service agreement is less than the default rate currently in effect, resulting in savings for City of Decatur residential and small commercial retail customers.

SECTION 3. All prior actions of the City of Decatur officials, employees, and agents with respect to the subject matter of this Resolution are hereby expressly ratified.

SECTION 4. The provisions of this Resolution are hereby declared to be severable, and should any provision of this Resolution be determined to be in conflict with any law, statute, or regulation by a court competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein, and all other provisions shall remain unaffected, unimpaired, valid and in full force effect.

SECTION 5. All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

SECTION 6. This Resolution shall be effective immediately and shall remain in effect until rescinded by the City of Decatur and shall remain in effect for the current bid and any and all future bids associated with each occasion when the renewal of an electricity supply contract for its Municipal Electricity Opt-Out Aggregation Program exists.

PRESENTED AND ADOPTED this 15th day of May 2023.

_____
Mayor Julie Moore Wolfe

_____
City Clerk

DATE: 5/11/2023

MEMO:

TO: Mayor Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing an Intergovernmental Agreement Between the City of Decatur and Central Illinois Land Bank Authority for Acquisition of Certain Properties through Abandonment Proceedings

ATTACHMENTS:

Description	Type
Memo Central Illinois Land Bank	Cover Memo
Resolution Central Illinois Land Bank	Resolution Letter
Agreement-Central Illinois Land Bank	Backup Material

MEMORANDUM 2023-10

DATE: **May 15, 2023**

TO: **Honorable Mayor Julie Moore Wolfe and City Council**

FROM: **Scot Wrighton, City Manager**
Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing An Intergovernmental Agreement Between the City of Decatur and Central Illinois Land Bank Authority for Acquisition of Certain Properties through Abandonment Proceedings

SUMMARY RECOMMENDATION:

Staff recommends the City Council authorize the proposed Intergovernmental Agreement with CILBA to empower them to pursue acquisition of properties within Decatur utilizing abandonment proceedings.

BACKGROUND:

The amount of property rehabilitation needed in Decatur is so great that the city must depend on contracted and out-sourced partners to accomplish some of the work. The City Council has already executed several contracts with rehabilitation partners, and we hope to do more.

The City of Decatur and CILBA have been jointly pursuing the acquisition of certain properties within the City that are believed to be salvageable and worth rehabbing. The City has provided funds to CILBA to rehab acquired and distressed properties under the "abandonment to rehab" program utilizing ARP funds. They have recently finished the first whole house rehab-this one in John's Hill across the street from the new school. Under the terms of this agreement the City committed to providing 10 rehab-able homes for this abandonment program. The City has provided CILBA with the 10 houses and they are in various stages of rehab and improvements.

This proposed agreement would take the abandonment of the rehab program to the next level by allowing the program to continue to scale up. The agreement specifically allows the Land Bank to pursue properties utilizing the City's authority under abandonment proceedings. This allows the City or CILBA to essentially take vacant and abandoned properties after 2 years of tax delinquency instead of waiting 4 years as the current tax sale process typically takes. This means that the quality of houses that are ultimately acquired will be better; and it means the City will be taking a more proactive and aggressive approach to addressing problematic properties within neighborhoods, (as opposed to some of the other tools which can be utilized for neighborhood revitalization and stabilization.) This IGA will increase staff capacity by allowing CILBA to initiate their own property acquisitions, while keeping our staff available for other City initiated property acquisitions and neighborhood improvement projects.

INPUT FROM OTHER SOURCES: City staff and CILBA staff.

STAFF REFERENCE: City Manager, Scot Wrighton or Deputy City Manager Jon Kindseth can address any questions related to this agreement.

RESOLUTION NO.____

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DECATUR AND CENTRAL ILLINOIS LAND BANK AUTHORITY FOR ACQUISITION OF CERTAIN PROPERTIES THROUGH ABANDONMENT PROCEEDINGS

WHEREAS, CILBA is an intergovernmental agency formed by numerous Illinois municipalities, including the City of Decatur, to assist in the redevelopment and neighborhood revitalization efforts of its member municipalities; and,

WHEREAS, CILBA, through its counsel, works to acquire, manage, and repurpose vacant, abandoned, and tax delinquent properties within the Municipality and surrounding municipalities; and,

WHEREAS, the City would benefit from the capacity CILBA can add to managing abandonment proceedings in Decatur to acquire properties.

NOW, THEREFORE, in consideration of the mutual promises and covenants, it is agreed between the parties hereto the following:

Section 1. That the City Manager, or their designee be, and they are hereby, authorized and directed to execute the Abandonment Agreement between the City of Decatur, Illinois, and Central Illinois Land Bank Authority as attached hereto.

PRESENTED AND ADOPTED this 15th day of May, 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
CITY CLERK

INTERGOVERNMENTAL AGREEMENT

Between the Central Illinois Land Bank Authority and _____ for the Acquisition of Certain Properties Through Abandonment Proceedings

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into between the Central Illinois Land Bank Authority ("CILBA") and _____, an Illinois municipal corporation ("Municipality") (collectively, "Parties"), and shall commence on the date that the last signatory executes this IGA ("Effective Date").

Recitals

WHEREAS**,** Article VII, Section 10 of the Constitution of the State of Illinois authorizes and encourages units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq*., authorizes cooperative arrangements between public agencies of the State of Illinois; and

WHEREAS, CILBA is an intergovernmental agency formed by numerous Illinois municipalities, including the Municipality, to assist in the redevelopment and neighborhood stabilization efforts of its member municipalities; and

WHEREAS, CILBA, through its counsel, works to acquire, manage, and repurpose vacant, abandoned, and tax delinquent properties within the Municipality and surrounding municipalities;

WHEREAS, the Municipality is an Illinois municipal corporation authorized to acquire, manage, and convey real property in order to facilitate the redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, Section 11-31-1(d) of the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq*., authorizes the Municipality to petition the circuit court to have property declared abandoned, and may thereafter petition for a judicial deed to property so declared (collectively "Abandonment Proceedings"), provided that the property is delinquent in real estate taxes or water bills for two or more years, is unoccupied by persons legally in possession, and contains a dangerous or unsafe building; and

WHEREAS, the Municipality and CILBA seek to enter into this IGA to use Abandonment Proceedings to encourage economic redevelopment and rehabilitation of vacant, abandoned, and tax delinquent properties; and

WHEREAS, the Municipality and CILBA are authorized to execute this IGA by act(s) of their respective duly constituted governing bodies.

NOW, THEREFORE, the parties set forth their mutual understandings as follows:

1. Incorporation of Recitals: The foregoing recitals are made a part of and incorporated into this IGA.

2. Authority to File and Prosecute Abandonment Petitions: The Municipality authorizes and engages CILBA and its counsel to file and prosecute, on its behalf, petition(s) for a declaration of abandonment (pursuant to 65 ILCS 5/11-31-1(d)) ("Petition") for all parcels identified in **Exhibit A** ("Parcels"). Exhibit A may be amended from time to time by written agreement of the Parties' Contacts, as defined herein.

3. Costs: So long as a Parcel is eligible for a declaration of abandonment, CILBA shall pay for all fees, including attorneys' fees and court costs, required to file and prosecute the Petition filed under this Agreement.

4. Title to Abandoned Parcels: If the Municipality obtains a judicial deed to a Parcel as a result of a declaration of abandonment under this Agreement, the Municipality agrees to immediately convey fee simple title to the Parcel to CILBA.

5. Management of Abandoned Parcel: CILBA shall manage and dispose of the Parcel in accordance with the CILBA by-laws and policies and in consultation with the Municipality Contact, as defined herein.

6. Proceeds of Future Sale: CILBA shall be entitled to all proceeds from any future sale of any Parcel acquired by the Municipality and conveyed by the Municipality to CILBA under this Agreement. CILBA shall use the proceeds to further its mission.

7. Properties Ineligible for Abandonment: In the event that CILBA, or its counsel, notifies the Municipality Contact, in writing, that a Parcel is ineligible for a declaration of abandonment, the Municipality may elect to:

a. Dismiss the Petition; or
b. Proceed with the Petition and seek demolition or repair authority for the Municipality pursuant to 65 ILCS 5/11-31-1(a). If the Municipality elects to proceed with the Petition, the Municipality shall engage its own counsel and pay all future costs associated with the Petition.

8. Contacts: The Parties' contacts for implementation of this Agreement are as follows ("Contacts"):

For the Municipality:

Contact (Official): _____
Email Address: _____
Phone Number: _____

Contact (Attorney): _____

Email Address _____
Phone Number: _____

For CILBA:
Mike Davis, AICP, LEED AP BD+C
Executive Director
201 N Vermilion St.
Danville, IL 61832
mdavis@cilba.org
718-551-7314

With a copy to:
Caitlyn Sharrow
Denzin Soltanzadeh LLC
190 S. LaSalle, Suite 2160
Chicago, Illinois 60603
csharrow@denzinlaw.com
(312) 380-7260

9. Incorporation/Survival: This IGA sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, expressed or implied, oral or written, with respect to the subject hereof. Changes, extensions or modifications to this IGA shall only be made by mutual agreement between the parties and shall be in writing. No term of this IGA may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term. Any terms and conditions contained in this IGA that by their express terms, sense or context are intended to survive the termination or expiration of this IGA shall so survive.

10. Complete Agreement: All prior understandings and agreements between the Parties are merged into this Agreement which alone fully and completely expresses the Parties' agreement.

11. No Third-Party Beneficiaries: The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties hereto, and their successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other person, entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IGA.

12. Counterparts: This IGA may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and any signatures to counterparts may be delivered by facsimile or other electronic transmission and shall have the same force and effect as original signatures.

13. Force and Effect; Termination: This Agreement shall be in force and effect as of the Effective Date and shall remain in effect thereafter until terminated by either Party. Either Party may terminate this IGA, for any reason, by the Contact providing thirty (30) days written notice

of its intent to terminate to the other Contact. However, in the event Petitions are pending at the time notice of the termination is sent, the termination shall not be effective until the Parties agree, in writing, to a resolution for each pending Petition, including the costs associated with each pending Petition. A Petition is pending so long as a final order has not been entered in the circuit court and so long as the conveyance described in Paragraph 4, above, has not been completed.

[Remainder Left Blank]

IN WITNESS WHEREOF, this IGA is hereby executed on behalf of the parties through their authorized representatives as set forth below.

MUNICIPALITY:	CENTRAL ILLINOIS LAND BANK AUTHORITY
By: _____	By: _____
Name: _____	Name: Mike Davis
Title: _____	Title: Executive Director
Date: _____	Date: _____

EXHIBIT A

PARCEL(S) APPROVED FOR ABANDONMENT PETITIONS

Common Address:	PIN:

DATE: 5/14/2023

MEMO: 2023-44

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director
Paul Caswell, P.E., City Engineer

SUBJECT:
Resolution Authorizing a Professional Engineering Services Agreement With Crawford, Murphy and Tilly, Inc. to Provide Final Design Engineering Services For The South Water Treatment Plant Electrical Improvements Project, City Project 2022-18.

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 Crawford, Murphy and Tilly, Inc, (CMT) to provide professional services for the South Water Treatment Plant Electrical Improvements, for a fee not to exceed $759,640.

BACKGROUND:
The Water System Long-Term Sustainability Plan recommended that a number of electrical improvements be completed in the short term (2023 – 2029) to address deteriorating conditions due to age and obsolete equipment at the South Water Treatment Plant. The improvements will also improve performance, reduce energy consumption, and improve reliability. The three electrical projects were bundled into one package for efficient bidding, project management and delivery.

The scope of the project includes several short-term projects set forth in the Water System Long-Term Sustainability Plan:

- South Water Treatment Plant Electrical Improvements, $16,067,000
- Lime Lagoon Electrical Improvements, $110,000
- Raw Water Pump Station Electrical Improvements, $2,402,000

Crawford, Murphy and Tilly (CMT) was originally selected by the City through a qualifications based selection process to serve as the City's consultant for water system improvements. They are currently under contract to design the chemical feed systems improvements at the plant, which

should go out for bid later this summer. CMT is now prepared to begin the second phase of the plant improvements addressing the electrical systems. Concurrently, CMT is also assisting the City in preparing and submitting a low-interest loan application to Illinois Environmental Protection Agency (IEPA) and was responsible for preparing the project plan for the loan application. IEPA has approved the project plan.

Concentric Integration, the City's SCADA (supervisory control and data acquisition) consultant, will be a subconsultant to CMT for this project. They will design all of the connections to the existing system, including the replacement of four SCADA control panels.

The scope of services also includes replacing the plant's lighting with energy efficient LEDs and addressing the potential to connect with renewable sources of electricity in the future. The City plans on applying for Ameren Illinois efficiency grant funding and these will lead to savings on operating costs in the future.

Staff is aware of the difficult economic conditions faced by water ratepayers, and we seek to contain costs wherever possible. Inflation and interest rates affect the water system just as they do every citizen. We took a close look at every project in the long-term capital improvement program, looking for every chance to bundle projects and achieve economies of scale. Our goal is to get the best value for ratepayer dollars. Unfortunately, much of the infrastructure built in the 1980s and earlier is now due for replacement.

The South Water Treatment Plant's reinforced concrete containment structure was designed to last a century. But the electrical and mechanical infrastructure within the plant needs to be replaced roughly every one-third (1/3) of a century. The South Water Treatment Plant was completed in 1988; we are now at the one-third of a century mark.

These improvements were anticipated in the CDM Smith water study, and they were a key factor in the City Council's decision to make long range financial planning decisions to assure the city had sufficient funds to complete water system upgrades through the year 2050. These include: allocating $9 million in ARP funds to water system capital, issuing a $25 million water/sewer bond in 2021, applying for additional grants, applying for and receiving approval for IEPA low interest loan funds, continuing to make reasonable and appropriate increases in water charges every year to keep pace with ever-growing costs of new water infrastructure and more. This is wise financial planning since the city's water system is a key component of Decatur's economic development strategy, and it means the city will be able to pay for these electrical improvements when they reach the bidding stage.

Engineering Services Agreement

The scope for CMT's engineering services includes:

1. Review existing background information
2. Site visits

3. Project kickoff meeting
4. Progress/design meetings
5. Opinion of probable construction costs
6. Calculations
7. Specifications
8. Drawings
9. Permitting
10. QA/QC review
11. Constructability review
12. Project management

COUNCIL PRIORITY GOALS:
This project implements City Council Priority Goal #5, implement new revenue initiatives and cost reduction measures designed to make Decatur more financially secure, in that it demonstrates to investors, bond underwriters, citizens and other partners that the Decatur water system is on a sound financial footing.

It also implements City Council Priority Goal #6, collaborate with others to ensure that the management of Lake Decatur and adjoining public open spaces, is integrated and wholistic. It will help to ensure that the water supply is resilient and will provide for economic development opportunities.

PRIOR COUNCIL ACTION:
The City Council authorized a professional service agreement with CMT for final design services for the South Water Treatment Plant (SWPT) chemical feed system improvements, William Street Pump Station Improvements, the bulk water station improvements and a loan application for the plant electrical improvements on October 17, 2022 (Resolution 2022-15). CMT was responsible for preparing the project plan that was submitted with those loan documents.

This work is budgeted in the F.Y. 2023 Capital Improvement Plan.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES:
Crawford, Murphy and Tilly, Inc.

STAFF REFERENCE: Matt Newell, Public Works Director and Paul Caswell, City Engineer. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item. This memorandum was prepared by Robert Weil, Assistant City Engineer.

BUDGET/TIME IMPLICATIONS:
Budget Impact: The proposed engineering services agreement with CMT is for a cost of

$759,640. Funding for this project is allocated in the 2022 Bond Fund but is proposed to be switched to the Water Non-Lake Capital Fund because final design engineering is eligible for reimbursement once the City receives final authorization of the IEPA low-interest loan. The IEPA loan is expected to be at a lower interest rate.

Staffing Impact: Staff time is allocated to manage and review the consultant's work.

COPY:
Ty Besalke, CMT

ATTACHMENTS:

Description	Type
2023-44 Resolution with Agreement 2022-18	Resolution Letter

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH CRAWFORD, MURPHY AND TILLY, INC. TO PROVIDE FINAL DESIGN ENGINEERING SERVICES FOR THE SOUTH WATER TREATMENT PLANT ELECTRICAL IMPROVEMENTS PROJECT, CITY PROJECT 2022-18

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

Section 1. That the Professional Engineering Services Agreement for Crawford, Murphy, and Tilly Inc. (CMT), presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Crawford, Murphy, and Tilly Inc. (CMT), and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Crawford, Murphy and Tilly Inc. (CMT), for a fee not to exceed $759,640.

PRESENTED and ADOPTED this 15th day of May, 2023.

_____
Julie Moore Wolfe, Mayor

Attest:

_____
Kim Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
FOR
SOUTH WATER TREATMENT PLANT UPGRADES
CITY PROJECT 2023-XX

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

Crawford, Murphy, and Tilly, 2750 W. Washington St, Springfield, IL 62702, (“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” and Exhibit “A1”, 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 AMENDMENTS. 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 Amendment from the City’s Representative, to perform extra work before such work is actually performed. An Amendment 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 Amendments 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. PRELIMINARY DESIGN PHASE.

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

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.

2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.

3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.

4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.

5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report 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 Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. 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 by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. 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.

C. BIDDING PHASE.

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

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.

2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.

3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.

4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of

plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.

5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.

6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.

7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) 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.

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, no less than, one million dollars ($1,000,000) per occurrence. General Liability Insurance shall include:

      Personal Injury Liability coverage.

   c. Automobile Liability: Combined single limits of, no less than, 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, no less than, 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.

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. TIMELINESS. 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 on a Time & Expense basis, not to exceed the amounts indicated in Exhibit A – Scope of Work. Consulting Engineer shall invoice for work completed using the hourly rate schedule included in Exhibit H and in Exhibit H1 (for Automation Design).

Hourly rates 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 and H1 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 1.10.

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. 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. Monthly Progress Reports. 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. Maximum Payment Requests. 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. Time and Manner of Payments. 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. Release of Claims. 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. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.

E. PAYMENT UPON TERMINATION. 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 _____ , 2023

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

_____
City Clerk

CONSULTING ENGINEER FIRM
Crawford, Murphy & Tilly

By: _____

EXHIBIT A – SCOPE OF WORK

CITY OF DECATUR
SOUTH WATER TREATMENT PLANT
ELECTRICAL IMPROVEMENTS PROJECT
WTP, NITRATE FACILITY AND RAW WATER PUMP STATION

The **Project Scope** for the City of Decatur SWTP Electrical Improvements Project shall consist of the following areas of work.

A. At the South Water Treatment Plant replace the exterior Medium Voltage service entrance rated electrical gear feeding the facility, replace the Medium Voltage Main Distribution Switchgear, Medium Voltage High Service Pump Motor Control Center, 480VAC HVAC and Chemical Feed Motor Control Centers, replace Lighting Panelboard transformers, and replace SCADA control panels associated with such improvements (SCC-2). Design the incorporation of Automatic Transfer for the electrical feeds to Nitrate Facility. In addition, replace all the lighting in the water treatment facility, including an associated lighting control system.

B. At the Nitrate Facility replace the existing exterior Transformers, Motor Control Center, Feed Pump Variable Frequency Drives, and the SCADA control panel (SCC-5). In addition, replace the HVAC to the facility with Gas Fired Roof Top Unit.

C. At the Raw Water Pump station, replace the Medium voltage Motor Control Center with Medium Voltage Variable Frequency Drives, replace exterior Low Voltage transformers, replace the 480VAC Motor Control Center, and upgrade the SCADA control panels (SCC-10, SCC-11).

D. At the Lime Lagoon replace the existing 100 Amp Panels, and 30KVA transformer.

E. Included in the improvements above is the demolition of existing electrical gear, provide new conduit and wiring and to include an electrical coordination study, short circuit calculations and arc flash analysis.

F. Provide coordination with the City on possible renewable energy and include provisions at the WTP for possible future connection to the electrical distribution system.

G. Coordinate and apply for possible energy grants from Ameren with the replacement of the lighting fixtures.

H. CMT to include a sub-agreement for the Automation Design by Concentric Integration. Further detail of Concentrics Scope of Services in included in Attachment “A1”.

The **Design Phase Scope of Services** for the City of Decatur SWTP Electrical Improvements Project shall consist of the following tasks:

1. **Review existing background information**. Review existing plans and reports relevant to the project design.

2. **Site Visits**. Conduct site visits to verify existing conditions and obtain information required for design.

3. **Project Kickoff Meeting**. Conduct a project kickoff meeting at the Decatur water treatment plant with client and CMT staff. In addition to the Project Manager other staff at the meeting will include electrical, SCADA, mechanical, and structural as necessary.

4. **Progress/Design Meetings**. Meet with the City at the 30%, 60% and 95% design levels and conduct review meetings.

5. **Opinion of Probable Construction Cost**. At the 60% and 95% and final design levels, prepare an Engineer's Opinion of Probable Construction Cost.

6. **Calculations**. Prepare calculations for sizing of equipment for the electrical improvements.

7. **Specifications**. Prepare project specifications in CSI format using the 48 division format. Incorporate City of Decatur administrative document requirements as necessary.

8. **Drawings**. Prepare drawings to bid and construct the project. Drawings will be made available for client review at the 30%, 60% and 95% levels. Incorporate CLIENT review comments after each review. Finalize drawings for permitting and bidding phase.

9. **Permitting**. Complete and submit IEPA Permit Application and Engineer's Design Summary.

10. **QA/QC Review**. Provide review of calculations, plans and specifications for electrical, structural, civil and process mechanical work. Develop a QA/QC plan with documented review of the plans and specifications at the 60% and 95% levels from Professional Electrical Engineer not directly involved with the project.

11. **Constructability Review:** Include an internal Engineer as well as engage with an Electrical Contractor to conduct a constructability review of the plans during the design process.

12. **Project Management**. Provide coordination between engineering disciplines and subcontractor for Automation Design, schedule and lead project meetings, correspondence with client and regulatory agency.

Estimated Schedule
The estimated completion for the construction plans and specifications is 13 months after receipt of a signed Agreement for Engineering Services authorizing CMT to proceed.

Not Included in Design Scope of Services
1. Environmental Remediation.
2. SRF Loan Assistance.
3. Surveying and exact building layout (plans to utilize existing facility drawings)
4. Design of the renewable energy source.

5. Bidding Phase Engineering Services.
6. Construction Phase Engineering Services

The project **Compensation** for the City of Decatur SWTP Electrical Improvements Project shall consist of the following:

1. CMT Design Phase Services: $559,810.00.
2. Concentric Design Phase Services: $120,000.
3. If Authorized, Additional Services will be agreed by the City, in writing for an estimated fee not to exceed $30,000.

Total Design Phase Services: $709,810.00.

END OF DESIGN PHASE SCOPE OF SERVICES

EXHIBIT A – SCOPE OF WORK

CITY OF DECATUR
SOUTH WATER TREATMENT PLANT
ELECTRICAL IMPROVEMENTS PROJECT
WTP, NITRATE FACILITY AND RAW WATER PUMP STATION

BIDDING PHASE SERVICES

The **Bidding Phase Scope of Services** for the City of Decatur SWTP Electrical Improvements Project shall consist of the following tasks:

1. **Reproduce and Distribute Contract Documents**. Print plans and specifications and mail or deliver to vendors, contractors and plan houses.

2. **Maintain Inventory of Plan Holders**. Develop and maintain plan holders list as required to distribute addenda when necessary and to provide plan holders list for distribution to plan houses, vendors and contractors.

3. **Pre-Bid Meeting.** Prepare meeting agenda. Attend/conduct pre-bid meeting and prepare and distribute meeting minutes.

4. **Issue Addenda.** Prepare and issue addenda for clarification of the contract documents.

5. **Respond to Questions.** Respond to contractor and vendor questions for clarification of bidding requirements.

6. **Attend Bid Opening**. Attend bid opening and assist with the opening of the contractors' bids and recording of contractor information.

7. **Prepare Bid Tabulation.** Tabulate bids and prepare and distribute bid tabulation.

8. **Evaluate bids and make recommendation**. Evaluate contractor bids for compliance with bidding documents and make a recommendation to CLIENT for award of construction contract.

9. **Prepare Owner/Contractor Agreement.** Prepare agreement between owner and contractor (construction agreement). Prepare Notice of Award and Notice to Proceed.

Services to be performed by the City of Decatur

1. Advertisement for bids

Not Included in Scope of Services
Preparation of a conformed set of construction documents.

Fee for Bidding Phase Services $49,830.00.

END OF BIDDING PHASE SCOPE OF SERVICES

April 25, 2023

Mr. Lou Weller
Sr. Electrical Engineer
Crawford, Murphy &Tilly
2750 W. Washington St
Springfield, IL 62704

Subject: SWTP Electrical Improvements –Automation Design

Concentric Project Number: 2325228.00

Dear Mr. Weller:

Thank you for allowing us the opportunity to provide the automation design the City of Decatur SWTP Electrical Improvements. We look forward to providing you with outstanding design services! We will work with the CMT to support the electrical design with automation design. Our project approach is to conduct an initial site visit and review existing documentation to assess the current conditions of the WTP and locations for the new SCADA control panels. We will design Process and Instrumentation Diagrams and SCADA Diagrams to provide documentation for the connection of new motor starters and the reconnection of existing instruments. Concentric will attend milestone design meetings for 30%, 60% and 90% completion that will also include follow-up site visit to coordinate design.

Based on initial review we are anticipating the following improvements:

- Replacement of SCADA Cabinet SCC-2 in the Water Treatment Plant. The new SCADA cabinet may have some connections to new Medium Voltage(MV) Switchgear, MV Motor Control Centers (MCCs) for High Service and Transfer Pumping, Chemical Feed MCC, HVAC MCC and a new ATS for the Nitrite Facility. The new SCADA panel will also have provisions to reconnect the existing instrumentation and other control panels which will remain.
- Replacement of SCADA Cabinet SCC-5 in the Nitrate Facility. The new SCADA cabinet will have connections to a new MCC and feed pump VFDs along with the existing instrumentation and other control panels which will remain.
- Replacement of SCADA Cabinet SCC-11 in the Raw Water Pump Station. The new SCADA cabinet(s) will have connections to a new MV MCC with VFDs and a new 480V MCC along with the existing instrumentation and other control panels which will remain.
- Replacement of SCADA Cabinet SCC-10 and the reconnection of devices for the Dam Facility.
- Connections to MCCs which include a mix of hardwired connections for alarms and data connections for power monitoring and other diagnostic information.

Concentric will coordinate control panel sizes and locations with CMT's electrical design team and review documents to coordinate design efforts.

8678 Ridgefield Rd., Crystal Lake, IL 60012 • 815-788-3600 • www.goconcentric.com

We sincerely look forward to sharing more ideas and working with you on this project.

Scope of Services

Labor

Project Management

1. Plan, schedule, and coordinate the activities that must be performed to complete the Project.
2. Coordinate meetings and site investigations of Facility.
3. Provide project status updates via email every month.

Design/Bidding Phase

4. DESIGN – Prepare Design Documents consisting of Drawings and Specifications showing the general scope, extent, and character of the construction work to be included in the Construction Plans and Specifications
    a. Tentative Sheet List
        i. Symbol Sheet
        ii. PID No.1 - Raw Water Pumping
        iii. PID No.2 - Raw Water PS MCC and Miscellaneous
        iv. PID No.3 - Chemical Feed MCC and Miscellaneous
        v. PID No.4 - HVAC MCC and Miscellaneous
        vi. PID No.5 - High Service & Transfer Pumping
        vii. PID No.6 - WP Main SWGR
        viii. PID No.7 - Nitrite Feed Pumping
        ix. PID No.8 - Nitrite Facility IX System (Typical)
        x. PID No.9 - Nitrite Facility Brine System
        xi. PID No.10 - Nitrite Facility Chem Pump
        xii. PID No.11 – Raw Water Dam Facility
        xiii. SCADA Network Diagram WTP
        xiv. SCADA Network Diagram WTP (SCC-2)
        xv. SCADA Network Diagram Nitrite (SCC-5)
        xvi. SCADA Network Diagram Raw Pumps (SCC-11)
        xvii. SCADA Network Diagram Dam (SCC-10)
        xviii. Installation Details

b. Tentative Specification List

i. General Automation Specifications for installation of control panels.

ii. SCADA Specification with Scope and input/output (IO) list for Integration of the work described above.

5. OPINION OF PROBABLE COST - Prepare a detailed engineer's opinion of probable construction cost of the project.
6. REVIEW AND APPROVAL - Submit all bid documents to CMT for review and approval prior to distribution.

Fee

Our fee for the above scope will be computed on the basis of hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs, which total amount will not exceed $120,000.

Concentric Assumptions / Customer Responsibilities

1. Customer will assign an initial project manager at the project kickoff meeting.
2. Customer will provide front-end documents and conduct all advertisement and bidding services.
3. Chemical systems controls and HVAC controls will remain as is and only require new connections for monitoring as in the existing SCADA system.
4. Existing instrumentation in the water treatment processes will not be replaced as part of this project.
5. Equipment naming and tagging convention will be discussed at the Kick-off meeting and will be defined after the 30% Design Submittal after a consensus is reached by the Project team.

Project Schedule

Project schedule will be coordinated with CMT Engineers' design schedule for advertising the project.

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____.

PROJECT TIMELINE

Electrical Improvements Project

Notice to Proceed	May 1, 2023
Kickoff Meeting	May 19, 2023
30% Design Documents	September 29, 2023
60% Design Documents	January 26, 2024
90% Design Documents	April 29, 2024
Final Design Documents	May 31, 2024
Permitting	June 1, 2024
Ready to Bid	September 1, 2024
Construction Start	November 2024
Construction Final	March 2026

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

Amendment No

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 amendments $ _____

Amount of current amendment $ _____

Amount of adjusted/final contract $ _____

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

State fully the nature and reason for the amendment change _____

_____

_____

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

Exhibit E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/2023

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 1-800-527-9049 Holmes Murphy & Associates - IL 6035 N. Knoxville Suite 103A Peoria, IL 61614	CONTACT NAME: Audrey McNeill PHONE (A/C, No, Ext): 309-282-3907 FAX (A/C, No): 866-501-3945 E-MAIL ADDRESS: amcneill@holmesmurphy.com
INSURED Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield, IL 62702	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : EMPLOYERS MUT CAS CO 21415 INSURER B : TRAVELERS PROP CAS CO OF AMER 25674 INSURER C : COLONY INS CO 39993 INSURER D : XL SPECIALTY INS CO 37885 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 67706080 **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	X COMMERCIAL GENERAL LIABILITY			5D57480	01/01/23	01/01/24	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Sev of Int						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
							Valuable Papers	$ 1,000,000
A	AUTOMOBILE LIABILITY			5E57480	01/01/23	01/01/24	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			5J57480	01/01/23	01/01/24	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5M57480 (FL)	01/01/23	01/01/24	X PER STATUTE / OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N / A		5H57480	01/01/23	01/01/24	E.L. EACH ACCIDENT	$ 1,000,000
B	(Mandatory in NH)			6JUB6R19963 (IL)	01/01/23	01/01/24	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			5T57480 (NJ)	01/01/23	01/01/24	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Pollution Liability			CSP4223613	01/01/23	01/01/24	Claim / Aggregate	2,000,000
D	Professional Liability			DPR5006413	01/01/23	01/01/24	Each Claim	5,000,000
	Each Claim						Aggregate	7,000,000

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

THE CITY OF DECATUR IS NAMED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS.
A 30 DAY NOTICE OF CANCELLATION APPLIES TO THE GENERAL LIABILITY, AUTO LIABILITY, UMBRELLA LIABILITY, AND WORKERS COMPENSATION POLICIES AS REQUIRED BY WRITTEN CONTRACT, PER POLICY TERMS AND CONDITIONS.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR AGREEMENT – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

E. All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

1. Your ongoing operations; or

2. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a written contract or agreement, and only if the written contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and

2. Was executed prior to loss.

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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.

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 ____Sangamon_____)

SECTION I. BUSINESS STATUS STATEMENT

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

A. _____Crawford, Murphy & Tilly, Inc._____ (Hereinafter "Consulting Engineer") is a:
Company Name

(Place mark in front of appropriate type of business)

__X__ Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

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

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is _____37-084462_____.

B. CORPORATION

The State of Incorporation is _____Delaware_____

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
_Brian R. Welker_____ Name	__2750 West Washington Street_____ Company Address, Principal Office
_550 N Commons DR., Suite 116_____ Address	__Springfield, IL 62702_____ City, State, Zip
__Aurora, Illinois 60504_____ City, State, Zip	__(217) 787-8050_____ Telephone Facsimile
__(630) 820-1022_____ Telephone	__www.cmtengr.com_____ Website

The corporate officers are as follows:

President: ___William L. Baily, Jr._____

Vice President: ___Adam J Burns_____

Secretary: ___Raed A. Armouti_____

C. PARTNERSHIP OR LLC

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

_____ _____
Name Home Address & Telephone

_____ _____
Name Home Address & Telephone

_____ _____
Name Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is_____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract ___X____ None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

David L Burkum
Signature

David L Burkum
Printed Name

Vice President
Title

SUBSCRIBED and SWORN to before me this 3 day of March, 2023.

Sami J Held
Notary Public

OFFICIAL SEAL
SAMI J. HELD
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-03-2025

CRAWFORD, MURPHY & TILLY, INC.
STANDARD SCHEDULE OF HOURLY CHARGES
JANUARY 1, 2023

Classification	Regular Rate
Principal	$ 275
Project Engineer II Project Architect II Project Manager II Project Environmental Scientist II Project Structural Engineer II	$ 265
Project Engineer I Project Architect I Project Manager I Project Environmental Scientist I Project Structural Engineer I	$ 230
Sr. Structural Engineer II	$ 215
Sr. Technician II	$ 190
Aerial Mapping Specialist	$ 185
Sr. Engineer I Sr. Architect I Sr. Structural Engineer I Land Surveyor	$ 185
Technical Manager II Environmental Scientist III	$ 170
Sr. Technician I	$ 165
Sr. Planner I GIS Specialist Engineer I Architect I Structural Engineer I	$ 165
Environmental Scientist II Technician II	$ 140
Planner I Technical Manager I Environmental Scientist I Technician I Project Administrative Assistant	$ 120
Administrative/Accounting Assistant	$ 80

If the completion of services on the project assignment requires work to be performed on an overtime basis, labor charges above are subject to a 15% premium. These rates are subject to change upon reasonable and proper notice. In any event this schedule will be superseded by a new schedule effective January 1, 2024.

Out of pocket direct costs will be added at actual cost for blueprints, supplies, transportation and subsistence and other miscellaneous job-related expenses directly attributable to the performance of services. A usage charge may be made when specialized equipment is used directly on the project. Subconsultant services furnished to CMT by another company will be invoiced at actual cost, plus ten percent.

2023 Rate Sheet

Exhibit H1

Role	Rate	Description & Typical Duties
Vice President	$240	Provides oversight & direction. Responsible for contracts, scope, overall satisfaction.
Electrical/Automation Engineer VI	$220	Technical expert and/or lead designer/integrator who performs advanced design, programming, troubleshooting and field activities. Provides high level troubleshooting of complex technical issues.
Electrical/Automation Engineer V	$200	Team leader. Independently performs and coordinates advanced design, programming, troubleshooting and field activities, as well as project management and oversight.
Electrical/Automation Engineer IV	$185	Independently performs and coordinates advanced design, programming, troubleshooting and field activities for electrical/automation work. Can also provide project management and coordination.
Electrical/Automation Engineer III	$165	Works independently under little supervision to perform more advanced design, programming, troubleshooting and field activities for electrical/automation work.
Electrical/Automation Engineer II	$145	Works as a team member to perform more advanced design, programming, troubleshooting and field activities for electrical/automation work with direction from senior staff.
Electrical/Automation Engineer I	$135	Works as a team member to perform basic design, programming, troubleshooting and field activities for electrical/automation work with direction from senior staff.
IT Consultant VI	$220	Technical expert and/or lead industrial/automation information technology designer. Responsible for commissioning, quality control, and project management. Performs and coordinates advanced design of client networks/systems.
IT Consultant V	$200	Team leader. Independently performs server, network, and desktop architecture, design, management, and oversight. High level troubleshooting of network, security, and server technical issues. Provides project management and quality control.
IT Consultant IV	$185	Independently performs server, network, and desktop management and oversight and typical higher-level network administration duties. Can also provide project management and coordination.
IT Consultant III	$165	Works independently under little supervision to provide more advanced systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
IT Consultant II	$145	Works as a team member to provide more advanced systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
IT Consultant I	$135	Works as a team member to provide basic systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
Administrative Support	$95	Coordinates purchasing and logistics/shipping for automation, controls, instrumentation, and related IT and security equipment. Prepares equipment specifications.

A. The hourly rate charged is the same for regular hours, after hours, emergency service, weekend, holiday, and overtime.

B. There is no minimum call-out charge during normal business hours. There is a 1.0 hour minimum charge for after-hours emergency support.

C. Mileage for travel is billed at the IRS approved amount as calculated from the employee's office location to site visited during normal business hours, or from deployment location to the site visited for emergency service.

D. Travel time is charged at the same hourly billing rates indicated above.

8678 Ridgefield Rd., Crystal Lake, IL 60012 • 815-788-3600 • www.goconcentric.com

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: _____

EXHIBIT J
STATE REVOLVING FUND LOAN RELATED CONTRACT PROVISIONS

1. *Small and Minority Firms and Women's Business Enterprises*: The **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 Public Water Supply loan rules. As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the **ENGINEER** acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

2. *Records and Audits*: The **ENGINEER** shall maintain books, records, documents and other evidence directly pertinent to performance of Public Water Supply Loan Program 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, New York 10019; June 1, 1987). The Illinois Environmental Protection Agency (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 **ENGINEER** will provide facilities for such access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards in the United States of America.

3. *Disclosure of Information*: The **ENGINEER** agrees to the disclosure of all information and reports resulting from access to records pursuant to Item 2 above, to the IEPA. Where the audit concerns the **ENGINEER**, the auditing agency will afford the 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.

4. *Maintaining Records*: Records under Item 2 above shall be maintained and made available during performance on IEPA loan work under this Agreement and until three years from date of final loan audit for the Project. In addition, those records which relate to any "dispute" pursuant to the Loan Rules Section 662.650 (Disputes) or litigation, or the settlement of claims arising of such performance, costs or items to which an audit exception has been taken shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

5. *Covenant Against Contingent Fees*: The **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 bonafide employees. For breach or violation of this warranty, the loan recipient 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.

6. *Disbarment Under Federal Executive Order 12549*: The **ENGINEER** certifies that the services of anyone debarred or suspended under Federal Executive Order 12549 has not or will not be used for design. EPA Form 5700-49 is completed and attached.

7. *Nondiscrimination Clause:* The **ENGINEER** 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 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 **AGREEMENT** or other legally available remedies.

8. *Construction Contract Completion Date: This **AGREEMENT** will end ninety (90) days from the construction completion date.*

DATE: 5/5/2023

MEMO: 2023-45

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Resolution Rescinding a Local Public Agency Agreement for Federal Participation of Brush College Road/Faries Parkway Railroad Grade Separation.

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the attached Resolutions:

1. Resolution rescinding a Local Public Agency Agreement for Federal Participation for the construction of the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized the expenditure of $48,640,691. Section 09-00933-01-BR. This agreement was approved by the City Council on January 18, 2022. When the City rejected the higher than expected bids received in January, 2022, IDOT did not execute this agreement and it is no longer in effect for this project.

2. Resolution authorizing a Joint Funding Agreement for Construction Work for the construction of the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorizes the expenditure of $62,589,265 for the construction of the grade separation which represents the following funds:

a. $35,800,000 in National Highway Freight Program funds (Federal Funding).
b. $11,424,255 in Grade Crossing Protection funds.
c. $6,000,000 in Multi-Model Transportation Bond Funds (Rebuild Illinois Funds).
d. $1,500,000 in State fund commitment for Martin Luther King, Jr. Drive / Wood Street reallocated to Brush College Road.
e. $7,865,010 in City funds. City funds are budgeted to include State MFT, Water, and Storm Water funds. The final allocation of City funds will be determined once bids are received and actual costs are known. Under an agreement with the Norfolk Southern Railway Company, the City will be reimbursed $1 million for this project. The City was awarded a Congressional Earmark from Senator Tammy Duckworth through the Federal Railroad Administration for $2 million. The City has requested an additional $5 million in

Grade Crossing Protection Funds for the project. The City is still seeking additional funding through applications for additional grants to offset the City's cost obligation.

3. Resolution rescinding a Local Public Agency Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc., to perform construction engineering services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of $4,541,821. Section 09-00933-01-BR. This was approved by the City Council on December 6, 2021. With the passage of time since that agreement and increased personnel costs and an expected increase in the construction length as the project begins late in the year, it was considered best to do a fresh agreement.

4. Resolution authorizing a Local Public Agency Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc., to perform construction engineering services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of $5,012,278.00. It is expected that the City will be reimbursed for $3.5 million of this expense as part of the Joint Agreement currently being reviewed by the Illinois Department of Transportation (IDOT).

BACKGROUND:

Joint Funding Agreement

The Brush College Road Grade Separation Project is to be advertised for bid in the State bulletin on Friday, May 12, 2023, with a planned bid letting by the State of Illinois on June 16, 2023. The foundation document of getting the project to construction is the $62.59 million Joint Funding Agreement for Construction Work between the State of Illinois and the City of Decatur. This agreement establishes the currently approved funding for the project and will allow bids to be received and construction to begin under the direction of the State of Illinois with day-to-day project management by the City with State and Federal reimbursement as outlined in the agreement and detailed on Table 1.

Construction Engineering

A significant component of the Agreement is the Local Public Agency Engineering Services Agreement with AECOM to manage the day-to-day construction oversight for the planned 3-year project. The construction engineering component is just under 8% of the expected construction cost, which is lower than the 10%-12% which would normally be anticipated on this type of a project.

A detailed scope of services is provided in the agreement. The work includes:

- Coordination with the City and affected businesses including the railroads.
- Approval of Contractor prepared drawings and materials.
- Construction observation and documentation in accordance with Federal and State requirements.
- Preparation of "as-built" plans.

Project Funding
A complete outline of the current funding for the overall project is detailed on Table 1 in the Appendix. Of note, the project was pushed forward so quickly, the Joint Funding Agreement was put together and went through the IDOT approval process prior to the preparation of the final project estimate. The final project estimate was about $6.3 million higher than the estimate used for the Joint Agreement. Table 1 shows the overall funding based on the final construction project estimate of $63.7 million, which includes the two railroad agreements.

Additional funds and proposed funding shown in Table 1 include:

- Under the agreement with the Norfolk Southern Railway Company, the City will be reimbursed $1 million at the conclusion of this project.

- On May 1, the City entered a Supplemental Petition with the Illinois Commerce Commission (ICC) to request an additional $5 million in Grade Crossing Protection Funds for the project. The ICC has indicated a willingness to provide requested additional funding. The plan is to have a Supplemental Order in place by the end of June.

- City staff is preparing final documents with the Federal Railroad Administration (FRA) on an agreement for a $2 million Congressional Earmark provided by Senator Tammy Duckworth. This agreement should be finalized within the next two months.

The City continues to work with our Transportation Consultant, Ann Schneider, to find additional funding sources to relieve the City's funding obligation. There is time to secure added funding as the State will normally pay for the project using Federal and State funds first and then seek the City funds toward the end of the project.

PRIOR COUNCIL ACTION:
See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:
AECOM, Illinois Department of Transportation

SCHEDULE: DESIGN AND CONSTRUCTION:

The project bid letting is planned for June 16, 2023. Construction should begin within 2-3 months of the letting. The estimated time of construction is 36 months.

STAFF REFERENCE: Matt Newell, Public Works Director or Paul Caswell, City Engineer. Paul Caswell will attend the City Council meeting to answer any questions of the Council on this

item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: City funding is budgeted in the State Motor Fuel Tax Fund, the Water Fund, and the Storm Water Fund. The actual funding split will be determined once bids are received and actual costs are known for the various pay items. The planned and proposed project funding is outlined on Table 1. Local funding is roughly estimated to be about 8% of the project total.

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

ATTACHMENTS:

Description	Type
Resolution Rescinding a Local Public Agency Agreement for Federal Participation of Brush College Road/Faries Parkway Railroad Grade Separation	Resolution Letter

RESOLUTION NO. _____

RESOLUTION RESCINDING A LOCAL PUBLIC AGENCY AGREEMENT FOR FEDERAL PARTICIPATION OF THE BRUSH COLLEGE ROAD/FARIES PARKWAY RAILROAD GRADE SEPARATION

Section 1. That Resolution No. R2022-10, passed by Council on January 18, 2022, authorizing Local Agency Agreement for Federal Participation with the State of Illinois for Brush College/Faries Parkway Grade Separation City, be, and the same is hereby, rescinded.

PRESENTED and ADOPTED this 15th day of May 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM L. ALTHOFF, CITY CLERK

DATE: 5/5/2023

MEMO: 2023-45

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Scot Wrighton, City Manager**
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Authorizing a Joint Funding Agreement for Construction of the Brush College Road Grade Separation of Faries Parkway

SUMMARY RECOMMENDATION: See transmittal memo for additional information.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Joint Funding Agreement for Construction of the Brush College Road Grade Separation of Faries Parkway	Resolution Letter
Appendix A	Backup Material
Funding Plan	Backup Material
Overall Plan	Backup Material
Grade Separation	Backup Material

CITY OF DECATUR
Section No.: 09-00933-01-BR
Project No.: 3ELT(222)
Job No.: C-97-106-21

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A JOINT FUNDING AGREEMENT FOR THE CONSTRUCTION OF THE BRUSH COLLEGE ROAD GRADE SEPARATION AT FARIES PARKWAY

WHEREAS, the City of Decatur endeavors to improve a segment of Brush College Road by construction of a grade separation at Faries Parkway and the Norfolk Southern Railroad, that is approximately 0.01 miles in length and known to the Illinois Department of Transportation as Section Number 09-00933-01-BR and State Job Number C-97-106-21.

WHEREAS, the above state improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT) and signee; and

WHEREAS, the use of these funds requires a Joint Funding Agreement (AGREEMENT) with IDOT, hereto attached as Exhibit A; and

WHEREAS, the improvement requires matching funds; and

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

Section 1. That the City Council of the City of Decatur, Illinois hereby appropriates the sum of Seven Million, Eight Hundred Sixteen Thousand, Ten Dollars ($7,865,010.00,) or so much thereof as may be necessary, from any money now or hereafter allotted to the City of Decatur, including State Motor Fuel Tax funds, to pay its share of the cost of the aforementioned project and furthermore agrees to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2. That only those streets, highways; and operations as listed and described as part of the Brush College Road / Faries Parkway Grade Separation Project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 09-00933-01-BR.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above-mentioned Joint Funding Agreement for Construction Work (attached as Exhibit A) and any other such documents related to the advancement and completion of said project.

Section 4. That this resolution will become Attachment 3 of the AGREEMENT.

PRESENTED and ADOPTED this 15th day of May 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM L. ALTHOFF, CITY CLERK

Illinois Department of Transportation

Joint Funding Agreement for Construction Work

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
NHFP/GCPF/STATE	N/A	DUATS	DEC 19-09

Construction

State Job Number	Project Number
C-97-106-21	3ELT(222)

☒ Construction ☒ Construction Engineering ☐ Utilities ☒ Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "**STATE**". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "**FHWA**".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Brush College Road	FAU 7448	0.01 mi.	2.72	2.73

Location Termini

Over Faries Parkway and Norfolk Southern Railroad

Current Jurisdiction	Existing Structure Number(s)
City of Decatur	N/A

Add Location | Remove

PROJECT DESCRIPTION

Construction of a grade crossing separation of Brush College Road over Faries Parkway and the Norfolk Southern Railroad

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)
Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share BALANCE divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
    a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
    d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA**'s concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding $100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
    a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.

4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
   a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
   b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions

2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

3. This agreement shall be binding upon the parties, their successors, and assigns.

4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests**: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

2. **Financial Integrity Review and Evaluation (FIRE) program**: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice**: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4. **Project Closeout**: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

5. **Project End Date**: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement.

   Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. Single Audit Requirements: If the **LPA** expends $750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than $750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not Included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes..

7. **Federal Registration**: **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business Information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/

8. **Required Uniform Reporting**: For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed In the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA)..

   NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Granter agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ ResourceLibrary.aspx)

ADDENDA

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

☒	1.	Location Map
☒	2.	Division of Cost
☒	3.	Resolution*
☐	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Julie Moore Wolfe

Title of Official

Mayor

Signature | Date

The above signature certifies the agency's TIN number is

376001308 conducting business as a Governmental Entity.

DUNS Number 075613000

UEI HCL3MP6L8XV5

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

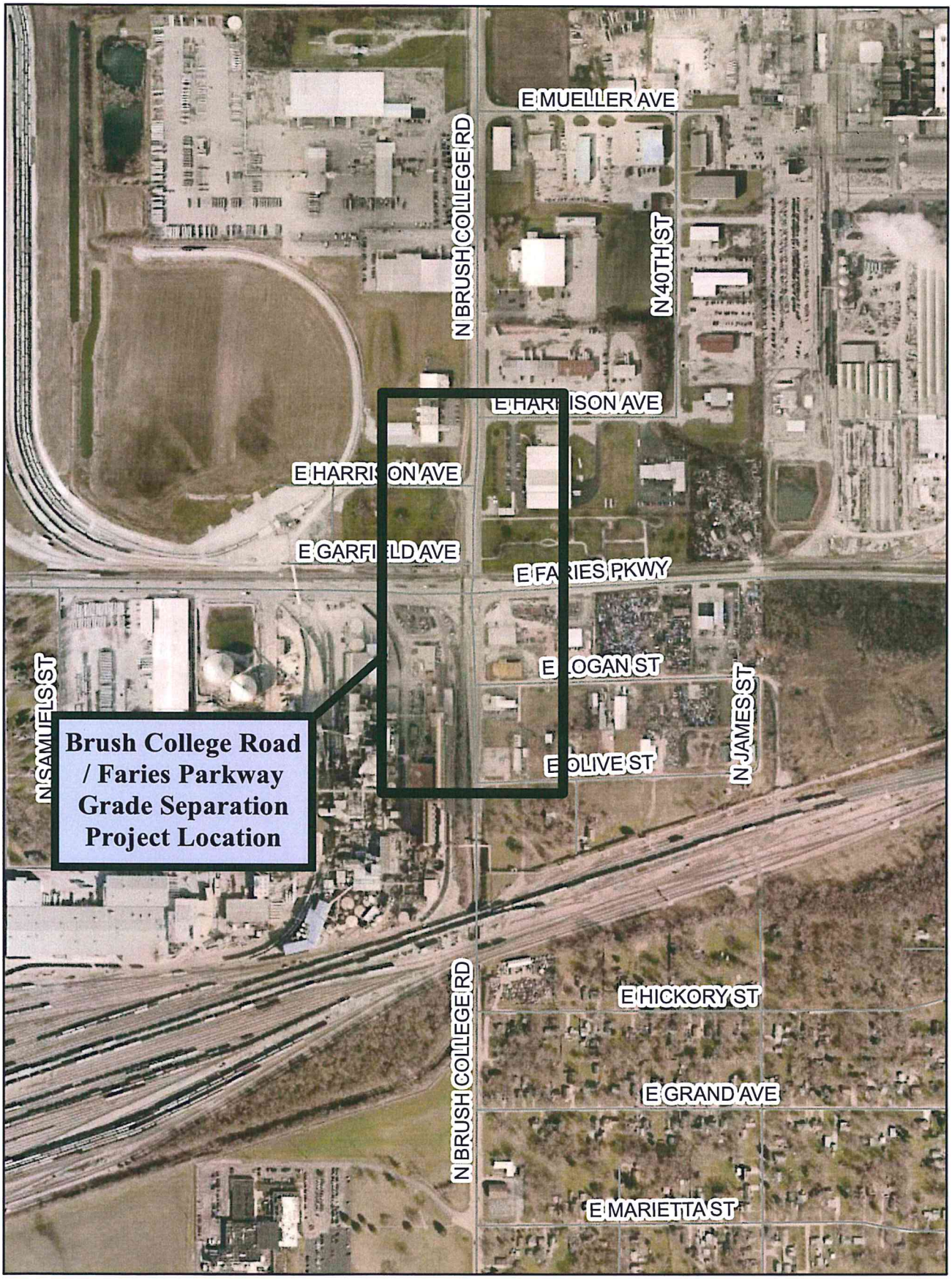
Yangsu Kim, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☒ Please check this box to open a fillable Resolution Form within this Addenda.

ADDENDA NUMBER 1



BRUSH COLLEGE ROAD IMPROVEMENT PROJECT

ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
City of Decatur	Macon	09-00933-01-BR	C-97-106-21	3ELT(222)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	NHFP	$33,800,000.00	(1)	GCPF	$8,747,268.00	(2)	Local		(5)	$42,547,268.00
Participating Construction				State Funds	$1,500,000.00	(3)	Local		(5)	$1,500,000.00
Participating Construction				MMTBF	$6,000,000.00	(4)	Local	$5,952,732.00	(5)	$11,952,732.00
Non-Participating Construction							Local	$200,000.00	100%	$200,000.00
Construction Engineering	NHFP	$2,000,000.00	(1)	GCPF	$1,300,000.00	(2)	Local	$1,712,278.00	(5)	$5,012,278.00
Railroads				GCPF	$1,376,987.00	(2)	Local		(5)	$1,376,987.00
	Total	$35,800,000.00		Total	$18,924,255.00		Total	$7,865,010.00		$62,589,265.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

(1) 80% NHFP funds NTE $35,800,000 (Construction Engineering portion 80% NTE $2,000,000)
(2) Lump Sum Grade Crossing Protection Funds NTE $11,424,255(Construction Engineering portion NTE $1,300,000, Railroad portion NTE $1,376,987)
(3) 100% State funds NTE $1,500,000
(4) 100% Multi-Modal Transportation Bond Fund (MMTBF) NTE $6,000,000
(5) Balance is the responsibility of the LPA after other fund sources used. LPA funding includes Norfolk Southern contribution, direct FRA grant, and other local funds.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

APPENDIX A

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.

9. **August 7, 2017** – City Council approved Resolution R2017-96, 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.

10. **August 7, 2017** – City Council approved Resolution R2017-97, 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.

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to $2,400,000 in Federal funds which represents 80% of $3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.

12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating $600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.

13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of $3,349,667, with an expected reimbursement of $2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).

14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of $3,349,667, with an expected reimbursement of $2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).

15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of $339,311 which is added to the original fee of $168,375 for a total fee of $507,686.

16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of $120,000 in State Motor Fuel Tax funds which included $80,000 for purchase of the property and $40,000 for anticipated relocation reimbursement.

17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating $3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City's portion of the Local Public Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

20. **October 21, 2019 –** City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for $250,000 in State Motor Fuel Tax funds which includes $200,000 for purchase of the property and $50,000 for anticipated relocation reimbursement.

21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for $194,600 in State Motor Fuel Tax funds which includes $164,600 for purchase of the property and $30,000 for anticipated relocation reimbursement.

22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for $5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.

23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional $874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of $120,000 in State Motor Fuel Tax funds which included $80,000 for purchase of the property and $40,000 for anticipated relocation reimbursements. The anticipated $40,000 allocated for relocation and moving reimbursements will total $40,874.89 which exceeded the authorized amount by $874.89.

24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional $2.2 million for a total of $5.8 million in Federal funds from the $25 million Illinois Competitive Freight Program grant awarded to the City.

25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for $2,000,000 in State Motor Fuel Tax funds which includes $900,000 for purchase of the property and $1,100,000 for anticipated relocation reimbursement.

26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional $950,000 in Grade Crossing Protection Funds.

27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional $1,390,000 in Grade Crossing Protection Funds.

28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of $576,078 for a total design fee of $3,925,745, with $3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.

29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.

30. **January 4, 2021-** City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for $57,100 in State Motor Fuel Tax funds with an expected $45,680 reimbursement from the Illinois Competitive Freight Program.

31. **February 1, 2021**- City Council approved Resolution R2021-13 authorizing the purchase of property and temporary easements on the Northeast Corner of North Brush College Road and Faries Parkway for $13,840 in State Motor Fuel Tax funds with an expected $11,072 reimbursement from the Illinois Competitive Freight Program.

32. **March 1, 2021 –** City Council approved Resolution R2021-30 authorizing the purchase of property owned by Archer Daniels Midland Company for $398,600 in State Motor Fuel Tax Funds with an expected $318,800 reimbursement from the Illinois Competitive Freight Program

33. **July 19, 2021-** City Council approved Resolution R2021-125 authorizing an authority to work agreement with AT&T to relocate terminal box for Brush College Road Grade Separation Project in the amount of $153,363.66.

34. **July 19, 2021-** City Council approved Resolution R2021-127 authorizing a construction maintenance agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project in the amount of $776,481.

35. **September 20, 2021-** City Council approved Resolution R2021-177 amending an agreement for preliminary engineering services with Norfolk Southern Railway Company for the Brush College Road Grade Separation Project in the amount of $20,481 added to the original agreement of $18,596 for a total of $39,077.

36. **November 15, 2021**- City Council approved Resolution R2021-212 authorizing a public improvements agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation Project for a fee of $600,506.

37. **December 6, 2021-** City Council approved Resolution R2021-218 approving a local public agency engineering services agreement with AECOM Technical Services, Inc. for the Brush

College/Faries Parkway Grade Separation Project City Project 2009-33 Section No. 09-00933-01-BR for a fee not to exceed $4,542,821.

38. **January 18, 2022-** City Council approved Resolution R2022-10 authorizing Local Agency Agreement for Federal Participation with the State of Illinois for the Brush College Road/Faries Parkway Grade Separation City Project 2009-363 Section 09-00933-01-BR for fee not to exceed $3,916,436.00.

39. **July 5, 2022-** City Council approved Resolution R2022-106 accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company Inc. for Brush College Buildings Demolition City Project 2009-33 in the amount of $397,322.00.

Table 1
Brush College-Faries Parkway-Norfolk Southern Railroad Grade Separation
Project Estimate
5-8-2023

Project Phase	Total Estimated Cost	Freight Funds	Illinois Jobs Now! Funds	State Fund Commitment	Grade Crossing Protection Funds*	Multi-Modal Transportation Bond Fund (ICC)	Norfolk Southern Contribution (To City)	FRA CRISI Grant (To City)	City Funds
Right of Way Acquisition	$5,800,000	$3,040,000	$2,000,000						$760,000
Engineering	$4,505,767	$2,400,000			$2,105,767				
Ameren Utility Relocation	$4,179,251	$2,760,000			$1,419,251				
AT&T Relocation	$153,564				$153,564				
Construction Engineering	$5,012,278	$2,000,000			$1,000,000			$2,000,000	$12,278
Construction Estimate **	$62,302,832	$33,800,000		$1,500,000	$13,874,453	$6,000,000	$1,000,000		$6,128,379
NSRR	$600,506				$600,506				
CNRR	$776,481				$776,481				
Totals	**$83,330,679**	**$44,000,000**	**$2,000,000**	**$1,500,000**	**$19,930,022**	**$6,000,000**	**$1,000,000**	**$2,000,000**	**$6,900,657**

***** The Grade Crossing Protection Fund column shows the increased $5 million and adjusted allocations proposed in the City's recent Supplemental Petition and the ICC's draft First Supplmental Order. These proposed changes differ from those shown in the current IDOT Joint Funding Agreement and reflect the most current funding estimations. When approved by the ICC, the Joint Funding Agreement will be amended to reflect the updated allocations.

** The construction estimate reflects the most recent engineer's estimate ($62.3 million) prepared by AECOM as part of their plan update for the IDOT June 16 Project Letting. This differs from the old estimate ($56 million) used for the Joint Funding Agreement which was approved prior to the updated estimate.

Project Plan

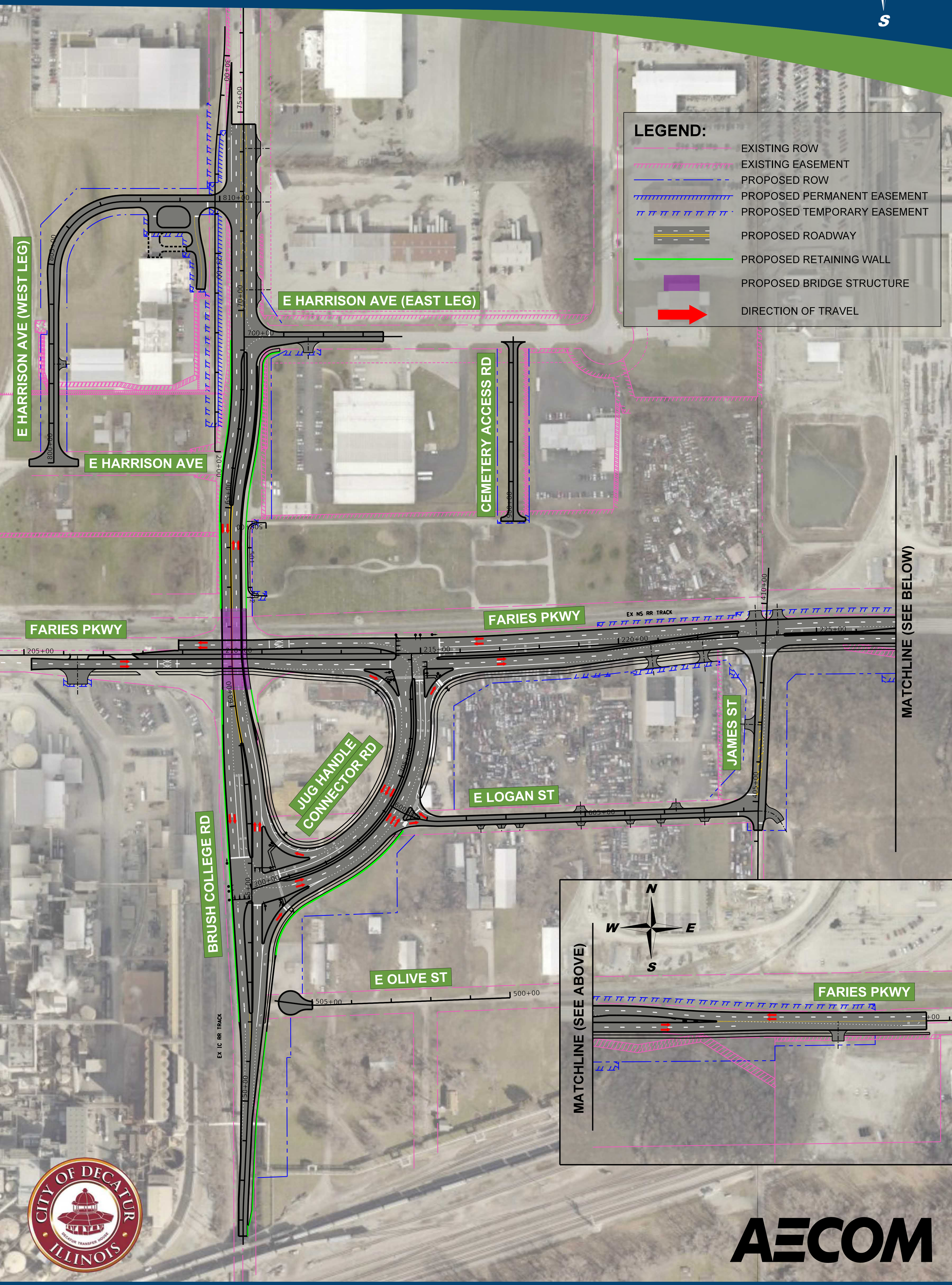




Exhibit A-17 – Rendering – Overpass at Faries Parkway – Ramp with Traffic Signals

DATE: 5/5/2023

MEMO: 2023-45

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Scot Wrighton, City Manager**
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Rescinding a Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc. for Construction Engineering Services for Brush College/Faries Parkway.

ATTACHMENTS:

Description	Type
Resolution Rescinding a Local Public Agency Engineering Services Agreement with AECOM Technical Services for Construction Engineering Services for Brush College Road/Faries Parkway	Resolution Letter

RESOLUTION NO. _____

RESOLUTION RESCINDING A LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR BRUSH COLLEGE / FARIES PARKWAY

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

Section 1. That Resolution No. R2021-218, passed by Council on December 6, 2021, approving a Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc. for the Brush College/Faries Parkway Grade Separation, be, and the same is hereby, rescinded.

PRESENTED and ADOPTED this 15th day of May 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

DATE: 5/5/2023

MEMO: 2023-45

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Scot Wrighton, City Manager**
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Approving a Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc. for Construction Engineering Services for Brush College/Faries Parkway Grade Separation Project City Project 2009-33 Section 09-00933-01-BR

SUMMARY RECOMMENDATION: See transmittal memo for additional information.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc. for Construction Engineering Services for Brush College Road/Faries Parkway Grade Separation Project City Project 2009-33 Section 09-00933-01-B	Resolution Letter

RESOLUTION NO. _____

RESOLUTION APPROVING A LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR CONSTRUCTION ENGINEERING SERVICES FOR BRUSH COLLEGE / FARIES PARKWAY GRADE SEPARATION PROJECT CITY PROJECT 2009-33 SECTION 09-00933-01-BR

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 Brush College / Faries Parkway Grade Separation project, City Project 2009-33, presented to the Council herewith and attached as Exhibit 1, between the City of Decatur and AECOM Technical Services, Inc., be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Professional Engineering Services Agreement between the City of Decatur, Illinois and AECOM Technical Services, Inc., for a fee not to exceed $5,012,278.00, with an expected reimbursement of $3,300,000 in accordance with the Joint Funding Agreement for Construction Work, Section 09-00933-01-BR.

PRESENTED and ADOPTED this 15th day of May 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

Illinois Department of Transportation

Local Public Agency Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal CE

Agreement Type: Original

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Decatur	Macon	09-00933-01-BR	D-97-009-19

Project Number	Contact Name	Phone Number	Email
6WGY(165)	Matt Newell	(217) 424-2747	mnewell@decaturil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Brush College Road	FAU 7448	0.01 mi	Proposed 058-9202

Location Termini: Over Faries Parkway and NS Railroad

Add Location / Remove Location

Project Description: Construction of a grade separation of Brush College Road over Faries Parkway and the NS Railroad.

Engineering Funding ☒ Federal ☒ MFT/TBP ☒ State ☒ Other — Local Match

Anticipated Construction Funding ☒ Federal ☒ MFT/TBP ☒ State ☒ Other — Local Match

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
AECOM Technical Services, Inc.	Kirsten Mawhinney	(312) 373-6792	kirsten.mawhinney@aecom.com

Address	City	State	Zip Code
303 E. Wacker Dr. Ste. 1400	Chicago	IL	60601

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

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

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

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

AGREEMENT EXHIBITS

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

☒ EXHIBIT A: Scope of Services

☒ EXHIBIT B: Project Schedule

☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)

☐ _____

☐ _____

☐ _____

I. THE ENGINEER AGREES,

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

II. THE LPA AGREES,

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

(a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

(b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

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

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

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

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

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

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

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,

   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,

   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,

   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and

   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

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

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

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

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

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

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

    (a) Publishing a statement:

        (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

        (2) Specifying actions that will be taken against employees for violations of such prohibition.

        (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

            (a) abide by the terms of the statement; and

            (b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.

    (b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.

(e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
AECOM Technical Services, Inc.	95-2661922	$1,758,121.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Quigg Engineering, Inc.	20-4818431	$2,273,841.00
WHKS	42-0943938	$980,316.00
	Subconsultant Total	$3,254,157.00
	Prime Consultant Total	$1,758,121.00
	Total for all work	$5,012,278.00

AGREEMENT SIGNATURES

Attest: The Local Public Agency Type: City of Local Public Agency: Decatur

By (Signature & Date)

By (Signature & Date)

Local Public Agency: Decatur | Local Public Agency Type: City Clerk | Title: Mayor

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name: AECOM Technical Services, Inc.

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Decatur	AECOM Technical Services, Inc.	Macon	09-00933-01-BR

EXHIBIT A
SCOPE OF SERVICES

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

See Attached Exhibit A.

Exhibit A – Scope of Services

Detailed Phase III Engineering Scope of Services
Brush College Road at Norfolk Southern Railroad and Faries Parkway
AECOM Technical Services, Inc.
For Decatur Illinois
April 26, 2023

General

This document serves as the scope of services for Phase III Construction Engineering Services for an overpass carrying Brush College Road over the Norfolk Southern Railroad and Faries Parkway in Decatur, Illinois. This is the basis for an agreement with the City of Decatur, Illinois. The scope of work has been broken down into the following tasks:

Task 01000	Field Work
Task 02000	Office Support
Task 03000	Project Management
Task 04000	ODC
Task 05000	Quigg Engineering, Inc
Task 06000	WHKS & Co.

Project Understanding

It is our understanding that Phase III Construction Services are required for the construction of Brush College Roadway over Faries Parkway and Norfolk Southern Railroad Section 09-00933-01-BR Contract Number 95893. City Project Number 2009-33. The project includes a two-span bridge, multiple retaining walls and approach roadways including off system roadways. The project includes watermain relocation and storm sewer installation requiring jack and bore operations under two railroads, the Norfolk Southern and Illinois Central (CN) Railroads.

The project will be stage constructed to maintain traffic and requires the use of detour routes. Faries Parkway will maintain traffic flow while sections of Brush College Road will be closed at times utilizing the detour routes. The closure of the south leg of Brush College Road at the existing railroad underpass should be minimized when possible.

The project timeline for manpower planning is from September 1, 2023 – September 30 ,2026. It is anticipated that the PS&E will be on a August 4, 2023 letting. It is assumed for this estimate that the Contractor will have substantial completion by August 14, 2026.

Roadway Reconstruction Limits

The project limits on Brush College extend from station 46+59.44 just north of the existing NS RR viaduct to station 78+00 just north of Harrison Street. The work will include improvements to Faries Parkway station 205+00 to 235+50, and a connector roadway between Faries Parkway and the new Brush College Road overpass. Access roadway improvements will include James Street, Logan Street, a new Access Roadway for Harrison Ave (west leg), Harrison Ave (east leg), a Cul-De-Sac on Olive Street, and Access Roadway from Harrison Ave to the Lutheran Cemetery.

Task 01000 Field Work

The AECOM team has the skills, knowledge, and ability to effectively manage this project and to coordinate Phase III Services for the City of Decatur (City). The AECOM team will provide services for this contract as established in this scope of services, per the schedule established for Phase III. It is anticipated that the Contractor will work five days per week with reasonable overtime and occasional Saturdays. For this estimate the RE, Assistant RE and Construction Observer as well as the Document Engineer will work overtime hours with occasional Saturdays during the construction season from March through November.

Exhibit A – Scope of Services

Fifty to fifty-five-hour work weeks for the RE, ARE, and Construction Observer have been assumed during those months. Forty-Five-hour work weeks have been assumed for the Documentation Engineer during those months. We will implement our staff in an organized approach from the first day after Notice to Proceed (Anticipated 9/1/23) through project close out (9/30/2026) as follows:

Pre-Construction:

1. Coordinate contact with City representatives to establish a working relationship and to discuss areas of concern.
2. Review Phase I project report, Phase II design plans and other supporting documents.
3. Update the contact list in the project Special Provisions with names, affiliation, addresses, email addresses and phone numbers of personnel assigned to the project including the City, utilities, railroads, emergency response teams, schools, and any other identified entities of interest.
4. Review site with plans in-hand to determine if any change conditions exist since plan submittal.
5. Document removal items.
6. In conjunction with the City, notify the local residents and businesses impacted directly by the construction of this project in one kickoff meeting prior to actual construction starts.
7. Schedule and conduct one utility kickoff meeting to update the status of utilities from the contract plans. Invite the outstanding utility relocation companies to the project progress meeting as scheduled on a weekly basis. Call for one railroad coordination meeting.
8. Set up field books and review quantities and other pay items.
9. Attend one Pre-Construction Conference.
10. Review progress schedule and milestone dates to determine manpower assignments, supplier delivery dates, utility clearance, staging changes, and public notices.
11. Confirm with the Contractor borrow/waste sites are approved for use.
12. Aid in setting up regular once a month meeting between the Contractor, City, and Utilities attended by the RE and if needed, the Project Manager.

Construction:

1. Provide for the inspection of proportioning for PCC Concrete and Hot Mix Asphalt according to applicable IDOT Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as follows:
   - Obtain soil samples and perform standard proctor tests to generate curves for use in determining soil density.
   - Perform field and lab testing of Cellular Lightweight Fill.
   - Perform Plant QA testing for the PCC plant according to Schedule C of Check Sheet #25.
   - Provide plastic cylinder molds to make PCC test cylinders. Cylinder sizes will match what the Contractor's QC personnel use.
   - Transport PCC test cylinders to the Millennia lab in Morton, Illinois, where they will wet cure the cylinders, perform strength tests on the cylinders, and report the results.
   - Perform QA nuclear density testing on HMA mixes being placed (IDOT to perform QA testing at the HMA plant).
2. Provide for inspection of materials when inspection is not provided for at the source.
3. Inspect, document and report maintenance of traffic control.
4. Spot check contractor staking/ layout as required
5. Perform quality control of construction work in progress.
6. Document, measure, and compute pay items.

7. The field staff will respond to Contractor RFIs. It is anticipated that office support staff will be involved with RFIs and will support field staff if technical input or details are required. For this estimate it is assumed that a total of 20 RFIs required office support at 6 hours per RFI. Hours will be divided between AECOM (78), and WHKS (42).
8. Maintain daily records of Contractor's activities and progress.
9. Prepare all required partial and final pay estimates, change orders, records, documentation, and reports required by the City and State.

Key personnel will include:

1. Quigg Engineers will provide a Field Manager who will be responsible for all aspects of the work documents (must be an Illinois Licensed Professional Engineer)
2. Quigg Engineers will provide a Resident Engineer – responsible for daily operations of inspection and documentation of contract pay items.
3. AECOM will provide an Assistant Resident Engineer assigned to all significant operations where progress documentation of pay items is needed
4. Quigg Engineers will provide a Documentation Engineer. The person actively performing the documentation on the project who will possess a current IDOT Construction Document certificate.
5. WHKS will provide a Construction Observer knowledgeable in specifications, the IDOT Construction Manual including the Construction Inspectors Checklists, and other IDOT manuals and guides.
6. Millennia Engineers will provide an "as-needed" proportioning technician in the PCC plant for QA testing.

Post-Construction:

1. Coordinate final inspection that includes responsible parties.
2. Oversee punch list work generated during final inspection
3. Prepare as-built plan markups to correctly reflect constructed project.
4. Provide final project documents within a reasonable time.

Task 02000 Office Support

Contractor Shop Drawing reviews. Quigg will review shop drawings for walls W004, W006 and W007. WHKS will review shop drawings for wall W003. AECOM will review shop drawings for the bearings and the expansion joint for Bridge. For purposes of this estimate it is assumed there will be 40 hours of shop drawing review per wall and 60 hours of shop drawing review for the bridge. Shop drawing review includes initial review of the shop drawing and one iteration to verify that the initial comments are addressed.

Both railroads have requested that Contractor submittals to the railroads be reviewed by the Engineer of Record for the technical approach and compliance to the railroad standards prior to submittal to the railroad. Required Contractor submittals are listed in the Public Projects Manual and include:

- General Project Means and Methods / Construction Phasing
- Construction Excavation & Shoring
- Falsework for bent caps and Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
- Erection and Hoisting Plan
- Erosion Control
- Emergency Action Plan

Prior to submittal of the Contractors structural retaining walls and the bridge structural steel erection plan, and formwork drawings the railroads will require review by the Engineers of Record.

It is assumed for purposes of this estimate that the Contractor will prepare six Utility Permits and will require temporary shoring for the utility crossings. There are 10 Temporary Soil Retention System (Special) locations for the Utility Permits. Additionally, there are 14 Temporary Soil Retention System (Special) locations adjacent to the railroads that require submittal by the Contractor to the railroads for construction of retaining walls, bridge pier, water main connection, and drainage items. These reviews of the Utility Permits and TSR (Special) locations are not intended to be structural reviews but rather compliance to railroad standards prior to submittal to the railroads as requested by the railroads. The Contractor is responsible for structural design and review.

Task 03000 Project Management

Monthly progress report and updates prepared and submitted with the invoices. Project Management task will include management of staff, schedules, and deliverables.

Consultant Deliverables

- Generate progress pay estimates through CMMS for Contractor's work for payment throughout duration of the project.
- Prepare construction contract change orders when authorized by City/IDOT.
- Prepare and maintain a record of inspection reports for Contractor's work on the project.
- Prepare and maintain a record of Quality Assurance (QA) material inspection and testing in accordance with IDOT Bureau of Materials guidelines.
- Review and maintain a record of approved shop drawings furnished by the Contractor.
- As-Built Plan Markups.

ASSUMPTIONS AND EXCLUSIONS

1. It is assumed that the Contractor will work a 5 day per week, single shift schedule with some reasonable overtime. Oversite of overtime work due to contract acceleration or extra work not required to fulfill the intent of the original contract is excluded.
2. The schedule of work is assumed from October 1, 2023 to September 30, 2026 for substantial completion date of the project by the Contractor with post construction close out activities by August 15, 2026.
3. Construction layout staking is not included in the scope or work. According to the contract, the Contractor will provide their own layout staking. AECOM will spot check Contractor layout to assess accuracy.
4. AECOM is not responsible for Contractor means, methods or schedules.
5. AECOM is not responsible for Contractor or overall site safety. However, perceived threats to the safety of crews or the public will be addressed immediately.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Decatur	AECOM Technical Services, Inc.	Macon	09-00933-01-BR

EXHIBIT B
PROJECT SCHEDULE

See Attached Exhibit B.

EXHIBIT B
Brush College Road Overpass Farles Parkway and NS RR
PHASE III CONSTRUCTION ENGINEERING SERVICES

PROBABLE CONSTRUCTION SCHEDULE

PROBABLE CONSTRUCTION SCHEDULE

	MONTH	Jun 2023 Letting	July	Aug	Sep	Oct	Nov	Dec	Jan 2024	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan 2025	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan 2026	Feb	Mar	May	June	July
PRECONSTRUCTION ACTIVITIES after June 16 letting	August 7, 2023																																				
Work Line Items to show overlap of stages	September 21, 2023				Pre-Stages			Winter Work			Stage One							Stages	Three	Four	Five on overpass and retaining walls											Winter Work					
SUBSTANTIAL COMPLETION DATE	August 14, 2026														Stage Two										Stage Three				Stage Four								
PUNCHLIST COMPLETION	August 26, 2026																																Winter Work		Stage Four and Five		
PROJECT CLOSEOUT August 3rd - August 28th	August 28, 2026																																				

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Decatur	AECOM Technical Services, Inc.	Macon	09-00933-01-BR

Exhibit C

Qualification Based Selection (QBS) Checklist

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

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

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal 07/18/18

Method(s) used for advertisement and dates of advertisement

Decatur Tribune 6-27-18 & 7-4-18

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Project Understanding & Approach	25%
Firm's Experience	20%
Technical Project Management	10%
DBE Use	5%
Assigned Personnel	25%
Firm's Ability & Capacity	10%
Proximity to the City	5%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒

Selection committee (titles) for this project

Public Works Director, City Engineer, Asst. City Engineer, Transportation Consultant, County Engineer, ADM Representatives

Top three consultants ranked for this project in order	
1	AECOM
2	CMT
3	Hanson

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Decatur	AECOM Technical Services, Inc.	Macon	09-00933-01-BR

13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☐	☒

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
AECOM Technical Services, Inc.	Kirsten Mawhinney	2/27/2023
Consultant / Subconsultant Name	**Job Number**	
AECOM Technical Services, Inc.	D-97-009-19	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	36	MONTHS
START DATE	9/1/2023	
RAISE DATE	10/1/2023	
END DATE	8/31/2026	

OVERHEAD RATE	128.43%
COMPLEXITY FACTOR	0
% OF RAISE	2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/1/2023	10/1/2023	1	2.78%
1	10/2/2023	10/1/2024	12	34.00%
2	10/2/2024	10/1/2025	12	34.68%
3	10/2/2025	9/1/2026	11	32.43%

The total escalation = 3.88%

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
AECOM Technical Services, Inc.	D-97-009-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	3.88%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Director/Principal	$78.00	$81.03
Project Manager	$76.63	$79.61
Technical Specialist	$74.99	$77.90
Proj. Eng., Scientist, Planner, Arch.	$60.99	$63.36
Snr. Eng., Scientist, Planner, Arch.	$69.72	$72.43
Engineer, Scientist, Planner, Arch.	$42.95	$44.62
Resident Engineer	$70.24	$72.97
Construction Engineer	$50.06	$52.00
Inspector, Field Office Engineer	$42.01	$43.64
Surveyor	$34.04	$35.36
Engineering Tech, Designer, CADD	$46.62	$48.43
PM Support/Project Controls	$49.97	$51.91
Administrative Assistant	$28.99	$30.12

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
AECOM Technical Services, Inc.	D-97-009-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Quigg Engineering, Inc.	714,808.00	71,480.80
WHKS and Co.	312,948.00	31,294.80

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
AECOM Technical Services, Inc.		D-97-009-19

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)	36	$30.00	$1,080.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$1,080.00**

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Job Number
D-97-009-19

Consultant / Subconsultant Name
AECOM Technical Services, Inc.

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 128.43%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management	1,080	461	34,847	44,754	11,499		91,100	1.82%
Office Support		984	69,434	89,174	22,913		181,521	3.62%
			-	-	-		-	
AECOM Field			-	-	-	1,483,101	1,483,101	29.59%
			-	-	-		-	
Quigg			-	-	-	2,273,841	2,273,841	45.37%
WHKS			-	-	-	980,316	980,316	19.56%
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Subconsultant DL							$1,318.68	0.03%
Direct Costs Total ===>	$1,080.00						$1,080.00	0.02%
TOTALS		1445	104,281	133,928	34,412	4,737,258	5,012,278	100.00%
			238,209					

The subconsultant fee has been adjusted due to 15% fixed

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
AECOM Technical Services, Inc.

Job Number
D-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Office Support						AECOM Field					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Director/Principal	81.03	0.0																	
Project Manager	79.61	556.0	38.48%	30.63	356	77.22%	61.47	200	20.33%	16.18									
Technical Specialist	77.90	334.0	23.11%	18.01	70	15.18%	11.83	264	26.83%	20.90									
Proj. Eng., Scientist, Planne	63.36	520.0	35.99%	22.80				520	52.85%	33.48									
Snr. Eng., Scientist, Planne	72.43	0.0																	
Engineer, Scientist, Planne	44.62	0.0																	
Resident Engineer	72.97	0.0																	
Construction Engineer	52.00	0.0																	
Inspector, Field Office Engi	43.64	0.0																	
Surveyor	35.36	0.0																	
Engineering Tech, Designe	48.43	0.0																	
PM Support/Project Contro	51.91	0.0																	
Administrative Assistant	30.12	35.0	2.42%	0.73	35	7.59%	2.29												
		0.0																	
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TOTALS		1445.0	100%	$72.17	461.0	100.00%	$75.59	984.0	100%	$70.56	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
AECOM Technical Services, Inc.	Kirsten Mawhinney	2/27/2023
Consultant / Subconsultant Name	**Job Number**	
AECOM Technical Services, Inc.	D-97-009-19	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	36	MONTHS	OVERHEAD RATE	103.58%
START DATE	9/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	10/1/2023		% OF RAISE	2.00%
END DATE	8/31/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/1/2023	10/1/2023	1	2.78%
1	10/2/2023	10/1/2024	12	34.00%
2	10/2/2024	10/1/2025	12	34.68%
3	10/2/2025	9/1/2026	11	32.43%

The total escalation = 3.88%

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
AECOM Technical Services, Inc.	D-97-009-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	3.88%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Director/Principal	$78.00	$81.03
Project Manager	$76.63	$79.61
Technical Specialist	$74.99	$77.90
Proj. Eng., Scientist, Planner, Arch.	$60.99	$63.36
Snr. Eng., Scientist, Planner, Arch.	$69.72	$72.43
Engineer, Scientist, Planner, Arch.	$42.95	$44.62
Resident Engineer	$70.24	$72.97
Construction Engineer	$50.06	$52.00
Inspector, Field Office Engineer	$42.01	$43.64
Surveyor	$34.04	$35.36
Engineering Tech, Designer, CADD	$46.62	$48.43
PM Support/Project Controls	$49.97	$51.91
Administrative Assistant	$28.99	$30.12

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
AECOM Technical Services, Inc.	D-97-009-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
AECOM Technical Services, Inc.		D-97-009-19

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)	1043	$85.00	$88,655.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	2600	$0.66	$1,703.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	259	$65.00	$16,835.00
Vehicle Rental	Actual Cost (Up to $55/day)	600	$55.00	$33,000.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum (7.00 per quarter day = 28.00 per day)	1043	$28.00	$29,204.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$169,397.00**

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
AECOM Technical Services, Inc.

Job Number
D-97-009-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 103.58%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Field	169,397	7655	558,569	578,565	170,570		1,307,704	88.53%
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Subconsultant DL							-$0.02	0.00%
Direct Costs Total ===>	$169,397.00						$169,397.00	11.47%
TOTALS		7655	558,569	578,565	170,570	-	1,477,101	100.00%
			1,137,134					

The subconsultant fee has been adjusted due to 15% fixed

BLR 05514 (Rev. 02/09/23)
COST EST

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
AECOM Technical Services, Inc.

Job Number
D-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Field														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Director/Principal	81.03	0.0																	
Project Manager	79.61	0.0																	
Technical Specialist	77.90	0.0																	
Proj. Eng., Scientist, Planne	63.36	0.0																	
Snr. Eng., Scientist, Planne	72.43	0.0																	
Engineer, Scientist, Planne	44.62	0.0																	
Resident Engineer	72.97	7,655.0	100.00%	72.97	7655	100.00%	72.97												
Construction Engineer	52.00	0.0																	
Inspector, Field Office Engi	43.64	0.0																	
Surveyor	35.36	0.0																	
Engineering Tech, Designe	48.43	0.0																	
PM Support/Project Contro	51.91	0.0																	
Administrative Assistant	30.12	0.0																	
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TOTALS		7655.0	100%	$72.97	7655.0	100.00%	$72.97	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
Quigg Engineering, Inc.	Kurt Horton, P.E.	4/26/2023
Consultant / Subconsultant Name	**Job Number**	
Quigg Engineering, Inc.		

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	36	MONTHS	OVERHEAD RATE	134.64%
START DATE	9/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	7/1/2024		% OF RAISE	2.00%
END DATE	8/31/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/1/2023	7/1/2024	10	27.78%
1	7/2/2024	7/1/2025	12	34.00%
2	7/2/2025	7/1/2026	12	34.68%
3	7/2/2026	9/1/2026	2	5.90%

The total escalation = 2.35%

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
Quigg Engineering, Inc.	

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	2.35%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$78.00	$79.84
Administrative Principal	$64.98	$66.51
Engr VI	$76.31	$78.11
Engr V	$67.93	$69.53
Engr IV	$56.00	$57.32
Engr III	$43.30	$44.32
Engr II	$35.84	$36.68
Engr I	$30.64	$31.36
ET VI	$48.97	$50.12
ET V	$43.01	$44.02
ET IV	$36.83	$37.70
ET III	$33.89	$34.69
ET II	$28.22	$28.88
ET I	$21.77	$22.28
LS III	$40.32	$41.27
LS II	$28.61	$29.28

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
Quigg Engineering, Inc.		

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	1824	$65.00	$118,560.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	595	$16.85	$10,025.75
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Millenia Material Testing	Actual Cost (Provide breakdown of each cost)	232141.02	$1.00	$232,141.02
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$360,726.77**

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
Quigg Engineering, Inc.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 134.64%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management	2,340	230	13,599	18,310	4,488		36,397	1.60%
Construction Inspection	126,246	14535	679,342	914,667	224,183		1,818,192	79.96%
Office Support		120	6,587	8,868	2,174		17,629	0.78%
Project Administration		36	2,394	3,224	790		6,408	0.28%
QC Survey/X-Sections		350	12,886	17,350	4,252		34,488	1.52%
Millenia Material Testing	232,141		-	-	-		-	0.00%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$360,726.77						$360,726.77	15.86%
TOTALS		15271	714,808	962,419	235,887	-	2,273,841	100.00%
			1,677,227					

pted 4/26/2023 7:37 AM

ocal Public Agency
ity of Decatur

County
Macon

Section Number
09-00933-01-BR

:onsultant / Subconsultant Name
uigg Engineering, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Construction Inspection			Office Support			Project Administration			QC Survey/X-Sections		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
ncipal	79.84	0.0																	
ministrative Principal	66.51	36.0	0.24%	0.16										36	100.00%	66.51			
gr VI	78.11	20.0	0.13%	0.10	20	8.70%	6.79												
gr V	69.53	40.0	0.26%	0.18							40	33.33%	23.18						
gr IV	57.32	7,970.0	52.19%	29.91	210	91.30%	52.33	7740	53.25%	30.52	20	16.67%	9.55						
gr III	44.32	60.0	0.39%	0.17							60	50.00%	22.16						
gr II	36.68	0.0																	
gr I	31.36	0.0																	
VI	50.12	0.0																	
V	44.02	0.0																	
IV	37.70	0.0																	
III	34.69	6,795.0	44.50%	15.43				6795	46.75%	16.22									
II	28.88	0.0																	
I	22.28	0.0																	
III	41.27	220.0	1.44%	0.59													220	62.86%	25.9
II	29.28	130.0	0.85%	0.25													130	37.14%	10.8
		0.0																	
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		0.0																	
TOTALS		15271.0	100%	$46.81	230.0	100.00%	$59.13	14535.0	100%	$46.74	120.0	100%	$54.89	36.0	100%	$66.51	350.0	100%	$36.8

Millennia Professional Services of Illinois, Ltd.

850 North Main Street · Morton, Illinois 61550 · (Office) 309-321-8141 · (Fax) 309.321.8142

April 25, 2023

Kurt Horton
Quigg Engineering Inc.

Subject: Brush College Road - Auxiliary Materials Testing Services
Updated Cost Estimate

Introduction:

Millennia Professional Service of Illinois, Ltd (MPS) is pleased to submit this revised proposal to provide auxiliary materials testing services to Quigg Engineering (QEI) on the Brush College Road project in Decatur, IL. **MPS is a certified Disadvantage Business Enterprise (DBE) pre-qualified by Illinois Department of Transportation.** Our team of experienced, licensed professionals provides a wide variety of services to meet your business needs with high quality, high value results. MPS has a fully equipped laboratory accredited by IDOT, AASHTO, CCRL, AMRL and OMP.

Scope of Services:

As per your request, Millennia will provide auxiliary materials testing services to QEI, on an on-call basis, to assist with miscellaneous laboratory testing, PCC plant testing, and limited field testing for the Brush College Road project. These services will only be provided at the request of the QEI staff. It is the responsibility of the QEI Resident Engineer to ensure that all testing requirements are being met and that Millennia is being notified and properly scheduled to assist with Quality Assurance testing. Below is an outline of the estimated scope of services.

- Obtain soil samples and perform 6 standard proctor tests to generate curves for QEI field staff to use in determining soil density.
- Perform field and lab testing of Cellular Lightweight Fill.
- Perform Plant QA testing for the PCC plant according to Schedule C of Check Sheet #25.
- Provide plastic cylinder molds to QEI field staff to make PCC test cylinders. Cylinder sizes will match what the contractor's QC personnel use.
- Transport PCC test cylinders back to the Millennia lab, wet cure the cylinders, perform strength tests on the cylinders, and report the results to QEI personnel.
- Perform QA nuclear density testing on HMA mixes being placed (IDOT to perform QA testing at the HMA plant).

Estimated Cost:

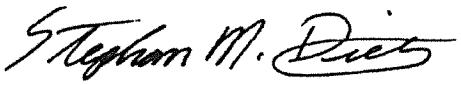
Below are estimated quantities and costs associated with the scope outlined above. These quantities are estimates only and will be invoiced on a Time & Expense basis at Millennia's current rates at the time of service. Millennia's 2023 testing rates are attached for your reference.

	2023 Billing Rate	Estimated Quantity	Estimated Cost
Technicain I	$ 67.50	1289	$ 87,007.50
Technician II	$ 77.50	600	$ 46,500.00
Materials Coordinator	$ 125.00	275	$ 34,375.00
Vehicle Miles	$ 0.75	32717	$ 24,537.75
4x8 Cylinders	$ 18.50	661	$ 12,228.50
Dry Sieve Analysis	$ 200.00	12	$ 2,400.00
Standard Soil Proctor	$ 210.00	6	$ 1,260.00
Nuclear Density Gauge	$ 150.00	15	$ 2,250.00
		Estimated Cost	$ 210,558.75
		Contingency / Escalation	$ 21,582.27

Total Estimated Cost $232,141.02

Thank you for the opportunity to quote this project. Please feel free to call with any questions you have or clarifications you may need.

Sincerely,



Steve Dietz, PE
Executive Vice President
Millennia Professional Services
309-253-8791

MILLENNIA PROFESSIONAL SERVICES
CHICAGO * PEORIA * ST. LOUIS
PH (309) 321-8141 * FAX (309) 321-8142

MATERIALS TESTING FEE SCHEDULE (2023)

IDOT/ACI Certified QC/QA PCC/HMA Level I/II Technician(s) will perform the on-site field testing which includes, but is not limited to, slump tests, air content tests, making and curing concrete cylinder specimens or beams, and the preparation of field documentation.

Field technicians will also perform inspections and field density tests for compaction and moistures of the soils, backfill material, aggregate bases and asphalt patching and overlays, as needed, along with preparation of field documentation.

Project Manager(s) will manage the testing, supervise the technicians and review the documentaion.

Vehicle Usage will include mileage to and from the project, including cylinder or beam pick-up and/or trips directly associated with the project.

Field technician(s) and project manager(s) will not charge overtime to this project.

Units and prices will remain the same for procedures performed after eight (8) working hours, weekends and holidays.

CONCRETE		
ACI / IDOT PCC Level I Field Technician	$67.50	HR
ACI / IDOT PCC Level II Proportioning Technician	$77.50	HR
ACI / IDOT PCC Level III Mix Design Technician	$125.00	HR
Concrete Compression Tests - Cylinders	$18.50	EA
Concrete Compression Tests - Beams	$85.00	EA
Compressive Strength of Mortar Cubes	$55.00	EA
Concrete Coring Machine & Generator	$250.00	DAY
Grout (Approved Source)	Time & Material	
Petrographic Examination	Upon Request	

SOIL		
Soils Field Technician I	$67.50	HR
Soils Field Technician II	$77.50	HR
Dynamic Cone Penetrometer (DCP)	$50.00	DAY
Nuclear Density Gauge	$150.00	DAY
Standard Proctor	$210.00	EA
Modified Proctor	$250.00	EA
Combined Sieve Analysis *(Hydrometer & Sieve)*	$225.00	EA
Moisture Content	$75.00	EA

ASPHALT		
HMA Field Technician I	$67.50	HR
HMA Field Technician II	$77.50	HR
HMA Core Density and Thickness	$110.00	EA
Nuclear Density Gauge	$150.00	DAY

AGGREGATES		
Sieve Analysis (Dry/Washed)	$200.00	EA
Dry Unit Weight of Aggregates	$75.00	EA
Standard Proctor	$210.00	EA
Modified Proctor	$250.00	EA

STEEL		
Weld Inspection	$175.00	HR
Bolt Inspection / Torque Testing	$125.00	HR
MANAGEMENT		
Materials Coordinator	$125.00	HR
Project Manager	$180.00	HR

VEHICLE USAGE		
Vehicle Usage - Mileage (mileage rate will fluctuate with current IRS rate)	$0.75	MI

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
AECOM	WHKS (Sanford)	3/2/2023
Consultant / Subconsultant Name	**Job Number**	
WHKS & Co.	D-97-009-19	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	36	MONTHS	OVERHEAD RATE	155.83%
START DATE	9/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	8/31/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	9/1/2023	1/1/2024	4	11.11%
1	1/2/2024	1/1/2025	12	34.00%
2	1/2/2025	1/1/2026	12	34.68%
3	1/2/2026	9/1/2026	8	23.58%

The total escalation = 3.37%

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
WHKS & Co.	D-97-009-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	3.37%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal (Rate reduced to IDOT Maximum)	$75.46	$78.00
Project Manager	$70.83	$73.22
Transportation Engineer III	$62.00	$64.09
Transportation Engineer II	$53.48	$55.28
Transportation Engineer I	$39.96	$41.31
Structural Engineer III	$64.70	$66.88
Structural Engineer II	$48.73	$50.37
Structural Engineer I	$34.96	$36.14
Engineering Technician III	$43.35	$44.81
Engineering Technician II	$36.04	$37.26
Engineering Technician I	$33.95	$35.10
Construction Observer III	$46.47	$48.04
Construction Observer II	$35.60	$36.80
Construction Observer I	$29.25	$30.24
Admin	$30.03	$31.04

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
WHKS & Co.	D-97-009-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
WHKS & Co.

Job Number
D-97-009-19

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	2100	$0.66	$1,375.50
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	660	$65.00	$42,900.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	1280	$25.12	$32,153.60
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$76,429.10**

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
WHKS & Co.

Job Number
D-97-009-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 155.83%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Project Management		125	8,576	13,364	2,830		24,770	2.53%
Field Observation		5695	291,735	454,610	96,273		842,618	85.95%
Office Support		228	12,637	19,692	4,170		36,499	3.72%
Direct Costs	76,429		-	-	-		-	0.00%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$76,429.10						$76,429.10	7.80%
TOTALS		6048	312,948	487,666	103,273	-	980,316	100.00%
			800,614					

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
WHKS & Co.

Job Number
D-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Project Management			Field Observation			Office Support			Direct Costs					
		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 (Rate reduced to	78.00	100.0	1.65%	1.29	100	80.00%	62.40												
Project Manager	73.22	0.0																	
Transportation Engineer III	64.09	1,960.0	32.41%	20.77				1900	33.36%	21.38	60	26.32%	16.87						
Transportation Engineer II	55.28	1,190.0	19.68%	10.88				1150	20.19%	11.16	40	17.54%	9.70						
Transportation Engineer I	41.31	0.0																	
Structural Engineer III	66.88	8.0	0.13%	0.09							8	3.51%	2.35						
Structural Engineer II	50.37	120.0	1.98%	1.00							120	52.63%	26.51						
Structural Engineer I	36.14	0.0																	
Engineering Technician III	44.81	0.0																	
Engineering Technician II	37.26	0.0																	
Engineering Technician I	35.10	0.0																	
Construction Observer III	48.04	805.0	13.31%	6.39				805	14.14%	6.79									
Construction Observer II	36.80	1,840.0	30.42%	11.20				1840	32.31%	11.89									
Construction Observer I	30.24	0.0																	
Admin	31.04	25.0	0.41%	0.13	25	20.00%	6.21												
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TOTALS		6048.0	100%	$51.74	125.0	100.00%	$68.61	5695.0	100%	$51.23	228.0	100%	$55.42	0.0	0%	$0.00	0.0	0%	$0.00

DATE: 5/8/2023

MEMO: 2023-37

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Scot Wrighton, City Manager**
Matthew C. Newell, P.E., Public Works Director

SUBJECT:
Resolution Authorizing Supplement #2 to the Professional Engineering Services Agreement with AECOM for Design Services for the Brush College Road Grade Separation over Faries Parkway and the Norfolk Southern Railroad; **City Project 2009-33; Section 09-00933-01-BR.**

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:

1. Resolution authorizing Supplement #2 to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project. The supplemental fee is $580,022 for a total design fee of $4,505,767, with the possiblity of the entire amount being reimbursed by the Freight Program (currently approved: $2,400,000) and the Grade Crossing Protection Fund (currently approved: $1,525,745; additional requested: $600,000).

2. Resolution authorizing Supplement #2 to the Local Public Agency Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. This agreement is required to use State Motor Fuel Tax and other State and Federal funding.

BACKGROUND:
The Brush College Road Grade Separation Project was proposed to be advertised for bid in the State bulletin on Friday, May 12, 2023, with a planned bid letting by the State of Illinois on June 16, 2023.

On March 30, 2023, Governor J.B. Pritzker announced an additional $10 million in National Highway Freight Program funding bringing a total of $44 million in Federal funding for the Brush College project. With the announcement, the Illinois Department of Transportation (IDOT)

requested that the City do everything possible to advertise the project by May 12 for the June 16, 2023, IDOT bid letting. AECOM agreed to proceed immediately to update the nearly 1 1/2-year-old plan package to meet the rapidly approaching deadline. AECOM was able to provide the updated plans to IDOT for their review and approval by the third week in April.

Engineering Services
After receiving notification of a $25 million National Highway Freight Program grant, the City approved its initial design contract for $3,349,667 with AECOM on October 1, 2018. On September 8, 2020, nearly two years into the contract, the Council approved Supplement #1 adding $576,078 to the design agreement for a total approved amount of $3,925,745.

AECOM completed the project design in late 2020. As the City dealt with difficult property owners and eventually sought quick take authority from the State and entered condemnation proceedings, the City and IDOT pushed AECOM to prepare for at least two bid lettings in 2021 before getting on the January 2022 letting which ended with higher than expected bids that were rejected by the City.

In 2021, during the push to meet various lettings, AECOM notified City staff that the work had expended the additional funds. At that time, the project appeared to be nearing its conclusion and AECOM was advised to wait until the completion of the engineering phase so all costs would be known. From then until now, in addition to the letting preparations, AECOM has continued to assist the City in the considerable effort to organize and facilitate the relocation of the numerous utilities going through the construction site which occasionally required plan modifications to fit everything in.

Supplement #2 to the Design Agreement
The current contract value for AECOM's design agreement with the City stands at 3,925,745. Supplement #2 is proposed to be $580,022. The out of scope or additional work completed is detailed on the attached resolutions, the highlights include the following:

1. Protracted railroad coordination that exceeded the expectations of the contract and design updates to meet railroad requirements.

2. Utility coordination and design changes to facilitate the placement of utilities. Numerous utilities needed to be relocated for the project, including electric, gas, fiber optic lines, etc.

3. Prepare for the July 2021 IDOT letting. Each letting involves significant work to update plans in accordance with IDOT specification changes. The design drawings are around 1,000 pages plus several hundred pages in the project manual and specifications.

4. Prepare for the January 2022 IDOT letting.

5. Prepare for the June 2023 letting. Despite being out of money on their agreement with the City, AECOM was willing to proceed quickly to get the project documents ready for the June

letting in just over 2 weeks.

6. Assist the City and IDOT in preparing an environmental update required by the Federal Railroad Administration.

7. Project management.

The Illinois Commerce Commission has indicated a willingness to cover the added engineering costs with Grade Crossing Protection Funds. These funds are currently contained in the draft First Supplemental Order that the Commission proposes to approve by the end of June. If granted by the ICC, the City will work with IDOT to amend the Joint Funding Agreement to allow reimbursement possibly by this fall.

The City has a large reserve of Rebuild Illinois funds targeted for bridge work over the next few years so paying AECOM for their additional work will not impact current State Motor Fuel Tax projects as we wait for reimbusement.

PRIOR COUNCIL ACTION:
See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES: AECOM, Illinois Department of Transportation

STAFF REFERENCE: Matt Newell, Public Works Director. Paul Caswell, City Engineer, and an AECOM representative will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:
Budget Impact: Amendment #2 to the design agreement is proposed to be from the City's allocation of State Motor Fuel Tax Funds with planned reimbursement through the Grade Crossing Protection Fund. This will require future Council action on a Supplemental Final Order from the ICC and an amendment to the Joint Funding Agreement with IDOT.

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

SCHEDULE: DESIGN AND CONSTRUCTION: The project is planned for the June 16, IDOT letting. If bids are reasonable and approved, construction could begin by late August or early September this year. The project will last about 3 years.

ATTACHMENTS:

Description	Type
Resolution Authorizing Supplement #2 to the Professional Engineering Services Agreement with AECOM for Design Services for the Brush College Road Grade Separation over Faries Parkway and the Norfolk Southern Railroad City Project 2009-33 Section 09-00933-	Resolution Letter
Appendix A	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SUPPLEMENT #2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH AECOM FOR DESIGN SERVICES FOR THE BRUSH COLLEGE ROAD GRADE SEPARATION OVER FARIES PARKWAY AND THE NORFOLK SOUTHERN RAILROAD
CITY PROJECT 2009-33
SECTION 09-00933-01-BR

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

Section 1. That Supplement #2 to the Professional Services Agreement between AECOM and the City of Decatur, Illinois, for Design Services for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, attached hereto as Exhibit 1, be authorized in the amount not to exceed $580,022.00.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Supplement #2 to the Professional Services Agreement between the City of Decatur, Illinois, and AECOM.

Section 4. That the changes in the above-described agreements are germane to said agreement, as signed, and the change order is in the best interest of the City of Decatur and is authorized by law.

Section 5. The Director of Public Works certifies that the circumstances necessitating the change order were not reasonably foreseeable at the time the agreement was signed.

.

PRESENTED and ADOPTED this 15th day of May 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

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

SUPPLEMENT 2

Date: 5/15/2023 Project: Brush College Road Overpass Faries Parkway & NS RR
Request No. 2 ☐ Final Project Number: 2009-33
Consulting Engineer: AECOM Technical Service, Inc
Address: 345 East Ash Ave
Decatur, IL 62526

I recommend that an ☒ addition ☐ deduction of $ 580,022.00 be made to the above contract.

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	$	3,349,667.00
Amount of previous change orders	$	576,078.00
Amount of current change order	$	580,022.00
Amount of adjusted/final contract	$	4,505,767.00

Total net ☒ addition ☐ deduction to date $ 1,156,100.00 which is 34.5 % of Contract Price

State fully the nature and reason for the change order See Detailed Additional Scope of Services attached

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 _____ 5-10-23
Public Works Director Date

Approved _____ Attested _____
Mayor City Clerk

_____ _____
Date Date

Exhibit A - Supplement 2

Detailed Additional Scope of Services
Brush College Road at Norfolk Southern Railroad and Faries Parkway
Phase II Engineering Services
Supplement 2
By AECOM Technical Services, Inc. (AECOM)
For City of Decatur
May 9, 2023

General

This document serves as the scope of additional work for the preparation of updates to the Phase II Engineering Services for an overpass carrying Brush College Road over the Norfolk Southern Railroad (NSRR) and Faries Parkway in Decatur, Illinois. This is the basis for the supplemental agreement number two with the City of Decatur, Illinois.

Project Understanding and Additional Scope of Services

It is our understanding that a Phase I Combined Design Report Section 09-00933-00-BR was prepared dated March 2015 for Brush College Roadway from just South of Williams Street to just north of Faries Parkway including two overpasses over the NSRR. The project was broken into three constructible segments. Segment Three included an overpass over Faries Parkway and NSRR at the intersection of Faries Parkway. Funding for this third segment was obtained to complete final design and construction. Railroad coordination, utility conflicts, two changes to the letting date, and an extended schedule led to additional scope of service items, which are further described below.

Railroad Coordination and Updates

Roadway Design

Develop horizontal and vertical geometry for the design of the Illinois Central Railroad (ICRR) Maintenance Road for the July 2021 letting. Revise horizontal and vertical geometry for the design of the ICRR Maintenance Road, to accommodate the placement of the proposed Ameren 10D pole, for the January 2022 letting.

Prepare Roadway Plans

1) Prepare Existing Typical Section for ICRR Maintenance Road reconstruction design.
2) Prepare Proposed Typical Section for ICRR Maintenance Road reconstruction design. Update proposed typical section for the ICRR maintenance road revised design to accommodate Ameren pole 10D.
3) Prepare detail sheet for the ICRR maintenance road. Update the detail sheet for the ICRR maintenance road revised design to accommodate Ameren pole 10D.
4) Modify design and sheets to the location of the jacking and bore pits under the ICRR and NSRR tracks resulting from the permit reviews by the railroads.

Construction Phasing and Traffic Control

Following the preparation of the January 2021 PS&E, the traffic control will be revised to accommodate phasing changes related to the revisions to the railroad jacking and boring pit locations.

Structural Design

The retaining wall W006 design will be revised to reflect the revised location of a proposed light pole to maintain the required distance from the proposed Ameren electrical line.

Drainage Design
Design ditch along the ICRR maintenance road to be reconstructed. Ditch design will be revised along the ICRR maintenance road to accommodate the proposed Ameren 10D pole.

Roadway Lighting Design
The lighting design along the Jug Handle Connector roadway will be revised to accommodate the proposed Ameren electrical line.

Utility Coordination

Underground Utility Locate Survey
The original contract scope for survey work only includes aboveground utilities and access points for underground utilities (e.g., manholes, handholes). Underground utility atlases and drawings were to be provided by the underground utility owners for the project team to draw them into cad. However, some utility owners did not have accurate location information on their underground utilities for the team to identify conflicts and needed relocations.

During final design, these utilities will supply field technicians who could locate their underground facilities and asked for the City of Decatur to provide survey crews to record the field location of the underground utility. To obtain this information needed for the project, the AECOM Team will record the utility locations in the field with the utility technician.

The project team will complete field survey work for utilities due to these utilities being unable to provide accurate location information about their infrastructures. The additional field survey work will be completed for the following items/entities:

1) ADM Fiber Optic at the ADM Spiral Plant – underground fiber optics line
2) Metro Communications – underground communications lines
3) Sanitary District of Decatur – one of the sanitary sewer lines on the east leg of the intersection was identified as a water main when the original survey was completed and manholes for water lines were not opened during the original survey. Through further coordination, it was discovered to be a sanitary sewer line. The AECOM Team resurveyed the manholes and opened them in order to record the location of connecting pipes, measure down, and connecting pipe size.
4) Windstream Communications – underground communications lines

Coordination with Ameren
1) Support coordination with Ameren of proposed pole locations conflict with the AT&T proposed relocation along Brush College Road
2) Additional information on the location of the Ameren gas line along Faries Parkway was received after the preparation of the January 2021 PS&E. The storm sewer will be re-designed to reflect this information along with additional coordination of the proposed and existing storm sewer along Faries Parkway once Ameren was able to provide additional detail on their pole relocation plan.
3) Coordination with NSRR
    a. The AECOM Team will submit four (4) initial railroad permit application fees to the NSRR. The original scope assumed three permits would be required; however, the NSRR determined that a fourth permit would be required. The NSRR requires the use of a new online permit submittal system, which was not available at the time of the original scoping. The NSRR coordination also results in revisions to the design of the jacking and boring pits

for the storm sewer and water main work, which included additional utility review to avoid other utility conflicts.

b. The AECOM Team will develop a draft cost estimate specific to items to be cost-shared with the NSRR. The AECOM Team will also attend two coordination meetings, provide guidance on coordinating with the NSRR, and respond to NSRR comments on the draft cost estimate as well as prepare a final cost estimate.

c. The AECOM Team will review the NSRR and City of Decatur draft railroad agreement documentation.

4) Coordination with ICRR
   a. The AECOM Team will submit three (3) revised railroad permit applications to the ICRR. The revisions will include additional ICRR coordination along with revisions to the design of the jacking and boring pits for the storm sewer and water main work, which included additional utility review to avoid other utility conflicts.
   b. The AECOM Team will review the ICRR and City of Decatur draft railroad agreement documentation.
5) Coordination with ADM
   a. Following preparation of the January 2021 PS&E, ADM raised a concern about the depth of their fiber optic (FO) line under the proposed re-alignment of Harrison St. (west leg). The AECOM Team will review their concern and provided feedback so they could decide on relocating their facility.
6) Coordination with Fiber Optic Utility Company
   d. The AECOM team will review and coordinate Metro Communications relocations after Metro determined they would not be able to install their relocated facility beneath the NSRR.
7) Coordination with Telephone Utility Company
   a. The AECOM team will review and coordinate with AT&T regarding their relocated facility conflict with the Ameren utility poles.

8) The AECOM Team will review proposed utility plan relocation layouts for the following utilities to identify any potential conflicts between the utility's proposed relocation plan and the subject project design:
   a. Ameren Electric Distribution
   b. AT&T permit review and providing the City of Decatur and AT&T with northings/eastings of the proposed ROW
   c. Comcast
   d. Windstream

<u>Update PS&E to the July 2021 Letting</u>

The AECOM Team will update the contract plan submittal for the July 2021 letting as described below in further detail:

- **Plans:** The AECOM Team will provide engineering design services required for the preparation of Construction Documents for the bridge and roadway construction. The AECOM Team will update the contract plans (255 sheets) for the July 2021 letting. This will include the following items:
  - Coordination with IDOT regarding the creation of Bureau of Local Roads pay item numbers for the July 2021 letting for 21 pay items.
  - Review of IDOT BDE and BLRS pay items for the July 2021 letting and updating the pay items and quantities on the SOQ, Schedules, and plan callouts to reflect any changes include the BLRS pay items and names provided by IDOT.

- Updates to plans accommodate changes for the following items:
  - Update existing utility information from field locates, AT&T potholing data, and Ameren high pressure gas line potholing
  - Update existing utility information to reflect recent construction by ADM (relocated fiber optic line) and Ameren (gas transmission line relocation near James/Logan) on plans and cross sections
  - Review and updates to water main, storm sewer and sanitary sewer design location resulting from HP gas line locate along Brush College near Harrison and along Faries Parkway
  - Design revisions to accommodate proposed pole locations prepared by Ameren
  - Address comments provided by railroads after 100% PS&E prepared for January 2021 submittal
  - ADM Renovation Site parking lot redesign
  - Addition of temporary fence around select remaining properties for security purposes during construction after existing fences have been removed
  - ADM Spiral Plant sidewalk design revision to address ADM needs and fit within the PR ROW limits
  - Responding to SDD comments on the integrity of their existing sewer crossing Faries Parkway, adjustments were made to the grading on top of and around the culvert extension and an additional easement was added to accommodate the regrading of the slope and ditch
  - Plan updates to address IDOT comments from 90% plans, submitted in November 2020, which were provided after 100% were completed and required additional rework as they were not provided prior to the development of the January 2021 PS&E set.
  - Adjustment to radius return, ADA ramp, drainage, and grading at Brush College Road and W Harrison (east leg) to avoid need for PR ROW, which could not be obtained via condemnation or quick take
  - Updates to the design of the railroad signal locations on Faries and associated sidewalks and ADA ramp locations as well as drainage design per ICRR comments received after 100% PS&E was prepared
  - Inclusion of information on the Temporary Soil Retention Systems (TSRS) for the installation of proposed utilities beneath and adjacent to the existing railroad tracks, when the system will be designed by the contractor to receive the final permit from the railroads
  - Temporary and final grading revisions to reflect the above-listed changes
- Updates to design files to account for design and grading revisions, which required updates to cross sections

- **Specifications**: The AECOM Team will update the line item specifications for the July 2021 letting using IDOT format for any IDOT pay items that have changed, which include:
  - Spec updates per ICRR comments and requirements in the railroad agreement provided in early 2021
  - Spec revisions to reflect changes from coordination with IDOT on BLRs pay items for items specific to this contract.
- **Quantity Take-Offs and Opinions of Cost:** The AECOM Team will update quantity take-offs to reflect changes to IDOT pay items method of measurement, plans as well as to reflect design changes as noted in this scope including updated quantities for the earthwork. The AECOM Team will prepare an updated project opinion of cost for the Final submittal for the July 2021 letting. The

AECOM Team will also prepare proprietary item requests to IDOT for items specified by the City of Decatur and coordinate with IDOT to obtain approval of the proprietary items.

- **Estimate of Time:** The AECOM Team will update the suggested Estimate of Time for Phase III construction activities to reflect the July 2021 letting. The estimate of time is based on the pay items, quantities, and construction daily production rates. These will be reviewed and updated for the pay items and quantity revisions identified for this submittal.

Update PS&E to the January 2022 Letting

The AECOM Team will update the contract plan submittal for the January 2022 letting as described below in further detail. These changes are needed because IDOT released the 2022 IDOT Standard Specifications for Road and Bridge Construction, where previous letting preparations were based on the 2016 IDOT Standard Specifications for Road and Bridge Construction. It will also include changes to reflect the 2022 IDOT Supplemental Specifications:

- **Plans:** The AECOM Team will provide engineering design services required for the preparation of Construction Documents for the bridge and roadway construction. The AECOM Team will update the contract plans (142 sheets) for the July 2021 letting. This will include the following items:
    - Review of IDOT BDE and BLRS pay items for the January 2022 letting and updating the pay items and quantities on the SOQ, Schedules, and plan callouts. All pay items will be compared against the IDOT pay items and the following IDOT pay items will be updated:
        - Pavement marking pay items will be updated as IDOT changed all these pay items because these pay items used to be quantified only by marking width and IDOT has changed the pay items to reflect width and material type
        - Storm Sewers (water main quality pipe) = name and number changed
        - Ductile iron water main, 30" = name and number changed
        - Pipe underdrains for structures, 4" = name and number changed
        - Pipe Culverts to be cleaned = number changed
        - Pavement marking removal – grinding = added pay item based on pavement marking pay item changes
        - Water main in casing pipe, ductile iron = number changed
        - Abandon existing force main, fill with CLSM = name and number changed
        - Sanitary Lateral Relocation = number changed
        - Remove Abandoned Force Main = number changed
        - Watermain casing pipe = added because watermain and casing pipe as separate items per IDOT
        - Bridge railing detail updated by IDOT
    - Coordination with IDOT regarding the creation of Bureau of Local Roads pay item numbers for the January 2022 letting for eight pay items.
    - Addendum to the plans to reflect the lead and asbestos investigation results of the structures to be demolished, which were not acquired by the City until Fall 2021.
- **Specifications**: The AECOM Team will update the line item specifications for the January 2022 letting using IDOT format and to reflect the new 2022 IDOT Standard Specifications for Road and Bridge Construction. These will include spec updates to add the following special provisions for:
    - the building demolition and asbestos pay items
    - Cell tower access requirements from Vertical Bridge
    - Watermain casing pipe

  - Temporary pavement marking removal to reflect pavement marking pay item changes by IDOT
  - Sanitary service to be adjusted
  - Pay items with names which were changed by IDOT and had special provisions, which needed to reflect the name change
- **Quantity Take-Offs and Opinions of Cost:** The AECOM Team will update quantity take-offs to reflect changes to IDOT pay items and prepare an updated project opinion of cost for the Final submittal for the January 2022 letting.
  - Quantities associated with the revised ICRR maintenance road to accommodate Ameren Pole 10D
  - Quantities associated with pay item changes for pavement markings and pavement marking removal by type
  - Quantities for the building demolition and asbestos items
- **Estimate of Time:** The AECOM Team will update the suggested Estimate of Time for Phase III construction activities to reflect the January 2022 letting. The estimate of time is based on the pay items, quantities, and construction daily production rates. These will be reviewed and updated for the pay items and quantity revisions identified for this submittal.

Update and Submit Final PS&E for a Single 2023 Letting

The AECOM Team will update the contract plan submittal for one 2023 letting as described below in further detail. These changes are needed because IDOT will release the 2023 IDOT Supplemental Specifications and letting specific updates. In addition, IDOT released Accessible Pedestrian Signals (APS), which will need to be integrated into the proposed permanent signal design:

- **Design:** The AECOM Team will design the relocation of the sanitary sewer line crossing the east leg of Faries Parkway from the existing edge pavement to the limits of the slope grading.
- **Plans:** The AECOM Team will provide engineering design services required for the preparation of Construction Documents for the bridge and roadway construction. The AECOM Team will update the contract plans for one 2023 letting. This will include the following items:
  - Review of IDOT BDE and BLRS pay items for a 2023 letting and updating the pay items and quantities on the SOQ, Schedules, and plan callouts. All pay items will be compared against the IDOT pay items and the following IDOT pay items will be updated:
  - Coordination with IDOT regarding the creation of Bureau of Local Roads pay item numbers for one 2023 letting.
  - Removal of the building demolition sheets, which was progressed as a separate contract.
  - Incorporate APS design, which will also result in additional Phase III coordination effort with the contractor
  - Incorporate sanitary sewer relocation on design plans, schedule, and SOQ
  - Revisions to drainage design from any resulting potholing information if provided by the City of Decatur prior to the QA/QC phase for the PS&E
- **Specifications**: The AECOM Team will update the specifications for one 2023 letting using IDOT format to reflect any changes to pay items resulting from the 2023 Supplemental Specifications.
  - The AECOM Team will incorporate any specs required for the sanitary sewer relocation (east leg of Faries Parkway)
  - The AECOM Team will coordinate with the City of Decatur to update the Status of Utilities section in the specifications. This is needed because utility relocations have occurred following the January 2022 letting, which need to be reflected in the specifications.

- **Quantity Take-Offs and Opinions of Cost:** The AECOM Team will update quantity take-offs to reflect changes to IDOT pay items' method of measurement and prepare an updated project opinion of cost for the Final submittal for one 2023 letting.

  The AECOM Team will also complete quantity take-offs and incorporate the pay items and quantities into the estimate of cost for the APS and sanitary sewer relocation.
- **Estimate of Time:** The AECOM Team will update the suggested Estimate of Time for Phase III construction activities to reflect the January 2022 letting. The estimate of time is based on the pay items, quantities, and construction daily production rates. These will be reviewed and updated for the pay items and quantity revisions identified for this submittal.
- **Permits:** The AECOM Team will also update the Section 404 permit (expired March 2022) for submittal to USACE. No submittal is required to the IDNR because they previously indicated that they do not have jurisdiction over the subject waterway.

  The Stormwater Pollution Prevention Plan will also be updated for inclusion in the specifications.

Project Management

This task will include management of staff, schedules, deliverables, and internal coordination meetings between team members including sub consultants on the additional scope items.

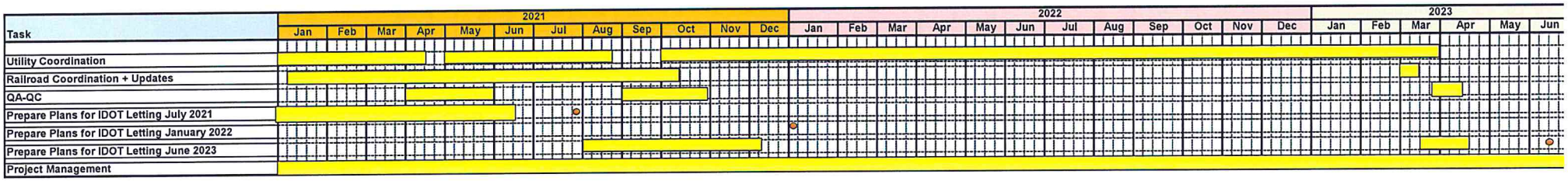
QA/QC Internal Technical Review (ITR)

Prior to making submittals, independent technical reviews (QA reviews) will conducted on deliverables of the additional scope items.

Exhibit B - Supplement 2

City of Decatur
Brush College Road Grade Separation over NS Railroad and Farles Parkway - Phase II

Proposed Project Timeline - Phase II portion



Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
AECOM Technical Services, Inc.	Kirsten Mawhinney	5/9/2023
Consultant / Subconsultant Name	**Job Number**	
	D-97-009-19	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	3	MONTHS	OVERHEAD RATE	128.43%
START DATE	4/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	10/1/2023		% OF RAISE	2.00%
END DATE	6/30/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2023	6/30/2023	3	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
	D-97-009-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Director/Principal	$78.00	$78.00
Project Manager	$77.40	$77.40
Technical Specialist	$75.23	$75.23
Project Engineer, Scientist, Planner, Architect	$62.72	$62.72
Senior Engineer, Scientist, Planner, Architect	$70.90	$70.90
Engineer, Scientist, Planner, Architect	$44.83	$44.83
Resident Engineer	$72.82	$72.82
Construction Engineer	$51.39	$51.39
Inspector, Field Office Engineer	$41.90	$41.90
Surveyor	$52.50	$52.50
Engineering Tech, Designer, CADD	$44.88	$44.88
PM Support/Project Controls	$51.30	$51.30
Administrative Assistant	$29.78	$29.78

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
		D-97-009-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Kaskaskia	2,516.00	251.60
Quigg	14,803.00	1,480.30
WHKS	67,865.00	6,786.50

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
		D-97-009-19

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Special Waste Database	Actual Cost	1	$300.00	$300.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$300.00**

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name

Job Number
D-97-009-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 128.43%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
RR Coordination and Updates		386	21,970	28,216	7,250		57,436	9.90%
Utility Coordination		235	13,172	16,917	4,347		34,436	5.94%
Update PS&E - July 2021 Letting		343	18,906	24,281	6,239		49,426	8.52%
Update PS&E - Jan 2022 Letting		418	23,625	30,342	7,796		61,763	10.65%
Update PS&E - June 2023 Letting		450	25,637	32,926	8,460		67,023	11.56%
Project Management		181	14,009	17,992	4,623		36,624	6.31%
QA/QC ITR		88	6,499	8,347	2,145		16,991	2.93%
NEPA Updates	300	62	3,848	4,942	1,270		10,060	1.73%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Kaskaskia			-	-	-	40,742	40,742	7.02%
Quigg			-	-	-	7,594	7,594	1.31%
WHKS			-	-	-	196,013	196,013	33.79%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
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			-	-	-		-	
			-	-	-		-	
Subconsultant DL							$1,614.30	0.28%
Direct Costs Total ===>	$300.00						**$300.00**	0.05%
TOTALS		2163	127,666	163,963	42,130	244,349	580,022	100.00%
			291,629					

The subconsultant fee has been adjusted due to 15% fixed f

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name

Job Number
D-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			RR Coordination and Updates			Utility Coordination			Update PS&E - July 2021 Letting			Update PS&E - Jan 2022 Letting			Update PS&E - June 2023 Letting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Director/Principal	78.00	0.0																	
Project Manager	77.40	405.0	18.72%	14.49	40	10.36%	8.02	48	20.43%	15.81	24	7.00%	5.42	36	8.61%	6.67	40	8.89%	6.88
Technical Specialist	75.23	128.0	5.92%	4.45	40	10.36%	7.80				8	2.33%	1.75	28	6.70%	5.04	28	6.22%	4.68
Project Engineer, Scientist,	62.72	665.0	30.74%	19.28	120	31.09%	19.50	60	25.53%	16.01	140	40.82%	25.60	160	38.28%	24.01	185	41.11%	25.78
Senior Engineer, Scientist,	70.90	66.0	3.05%	2.16															
Engineer, Scientist, Planne	44.83	899.0	41.56%	18.63	186	48.19%	21.60	127	54.04%	24.23	171	49.85%	22.35	194	46.41%	20.81	197	43.78%	19.63
Resident Engineer	72.82	0.0																	
Construction Engineer	51.39	0.0																	
Inspector, Field Office Engi	41.90	0.0																	
Surveyor	52.50	0.0																	
Engineering Tech, Designe	44.88	0.0																	
PM Support/Project Contro	51.30	0.0																	
Administrative Assistant	29.78	0.0																	
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TOTALS		2163.0	100%	$59.02	386.0	100.00%	$56.92	235.0	100%	$56.05	343.0	100%	$55.12	418.0	100%	$56.52	450.0	100%	$56.97

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name

Job Number
D-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Management			QA/QC ITR			NEPA Updates											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Director/Principal	78.00																		
Project Manager	77.40	181	100.00%	77.40	24	27.27%	21.11	12	19.35%	14.98									
Technical Specialist	75.23				24	27.27%	20.52												
Project Engineer, Scientist, P	62.72																		
Senior Engineer, Scientist, Pl	70.90				40	45.45%	32.23	26	41.94%	29.73									
Engineer, Scientist, Planner,	44.83							24	38.71%	17.35									
Resident Engineer	72.82																		
Construction Engineer	51.39																		
Inspector, Field Office Engine	41.90																		
Surveyor	52.50																		
Engineering Tech, Designer,	44.88																		
PM Support/Project Controls	51.30																		
Administrative Assistant	29.78																		
TOTALS		181.0	100%	$77.40	88.0	100%	$73.85	62.0	100%	$62.07	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
AECOM	EJL	5/9/2023
Consultant / Subconsultant Name	**Job Number**	
Kaskaskia Engineering Group, LLC	D97-009-19	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	3	MONTHS
START DATE	4/1/2023	
RAISE DATE	1/1/2024	
END DATE	6/30/2023	

OVERHEAD RATE	168.78%
COMPLEXITY FACTOR	0
% OF RAISE	2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2023	9/30/2023	6	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
Kaskaskia Engineering Group, LLC	D97-009-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Manager	$78.00	$78.00
Principal Engineer	$78.00	$78.00
Senior Engineer/PM	$70.18	$70.18
Project Manager	$54.83	$54.83
Project Engineer	$42.74	$42.74
Staff Engineer	$31.88	$31.88
Biologist/Scientist	$33.94	$33.94
GIS Manager	$46.93	$46.93
Technician	$45.31	$45.31
Construction Administrator	$29.12	$29.12
Administrative Personnel	$43.53	$43.53
Intern	$17.50	$17.50

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
Kaskaskia Engineering Group, LLC	D97-009-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
Kaskaskia Engineering Group, LLC		D97-009-19

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$0.00**

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
Kaskaskia Engineering Group, LLC

Job Number
D97-009-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 168.78%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Update PS&E - June 2023 Letting		32	1,627	2,747	537		4,911	64.67%
Project Management		4	296	500	98		894	11.77%
QA/QC		8	593	1,000	196		1,789	23.56%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$0.00						$0.00	
TOTALS		44	2,516	4,247	831	-	7,594	100.00%
			6,763					

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
Kaskaskia Engineering Group, LLC

Job Number
D97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Update PS&E - June 2023 Letting			Project Management			QA/QC								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Manager	78.00	2.0	4.55%	3.55							2	25.00%	19.50						
Principal Engineer	78.00	8.0	18.18%	14.18	4	12.50%	9.75	2	50.00%	39.00	2	25.00%	19.50						
Senior Engineer/PM	70.18	10.0	22.73%	15.95	4	12.50%	8.77	2	50.00%	35.09	4	50.00%	35.09						
Project Manager	54.83	4.0	9.09%	4.98	4	12.50%	6.85												
Project Engineer	42.74	0.0																	
Staff Engineer	31.88	0.0																	
Biologist/Scientist	33.94	8.0	18.18%	6.17	8	25.00%	8.49												
GIS Manager	46.93	0.0																	
Technician	45.31	12.0	27.27%	12.36	12	37.50%	16.99												
Construction Administrator	29.12	0.0																	
Administrative Personnel	43.53	0.0																	
Intern	17.50	0.0																	
		0.0																	
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		0.0																	
TOTALS		44.0	100%	$57.19	32.0	100.00%	$50.85	4.0	100%	$74.09	8.0	100%	$74.09	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
AECOM Technical Services Inc.	MDC	5/9/2023
Consultant / Subconsultant Name	**Job Number**	
Quigg Engineering	P-97-009-19	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	3	MONTHS	OVERHEAD RATE	142.22%
START DATE	4/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	7/1/2023		% OF RAISE	2.00%
END DATE	6/30/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2023	7/1/2023	3	50.00%
1	7/2/2023	10/1/2023	3	51.00%

The total escalation = 1.00%

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
Quigg Engineering	P-97-009-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Admin Principal	$68.23	$68.91
Engineer VI	$80.77	$81.58
Engineer V	$70.57	$71.28
Engineer IV	$57.15	$57.72
Engineer III	$45.24	$45.69
Engineer II	$36.17	$36.53
Engineer I	$31.21	$31.52
Technician V	$43.29	$43.72
Technician IV	$36.52	$36.89
Technician III	$33.81	$34.15
Technician II	$29.70	$30.00
Technician I	$23.08	$23.31
Surveyor V	$59.24	$59.83
Surveyor IV	$45.44	$45.89
Surveyor III	$40.68	$41.09
Surveyor II	$30.27	$30.57
Surveyor I	$22.71	$22.94
Admin Assistant	$17.45	$17.62

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
Quigg Engineering		P-97-009-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
Quigg Engineering		P-97-009-19

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$0.00**

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
Quigg Engineering

Job Number
P-97-009-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 142.22%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Utility Coordination		6	360	512	119		991	2.43%
Update PS&E - July 2021 Letting		181	9,206	13,093	3,038		25,337	62.19%
Update PS&E - Jan 2022 Letting		6	325	463	107		895	2.20%
Update PS&E - June 2023 Letting		58	3,130	4,452	1,033		8,615	21.15%
Project Management		11	784	1,115	259		2,158	5.30%
QC/QA ITR		14	998	1,419	329		2,746	6.74%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$0.00						$0.00	
TOTALS		276	14,803	21,054	4,885	-	40,742	100.00%
			35,857					

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
Quigg Engineering

Job Number
P-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Utility Coordination			Update PS&E - July 2021 Letting			Update PS&E - Jan 2022 Letting			Update PS&E - June 2023 Letting			Project 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
Admin Principal	68.91	0.0																	
Engineer VI	81.58	0.0																	
Engineer V	71.28	91.0	32.97%	23.50	1	16.67%	11.88	43	23.76%	16.93	2	33.33%	23.76	20	34.48%	24.58	11	100.00%	71.28
Engineer IV	57.72	5.0	1.81%	1.05	5	83.33%	48.10												
Engineer III	45.69	107.0	38.77%	17.71				81	44.75%	20.45	4	66.67%	30.46	22	37.93%	17.33			
Engineer II	36.53	0.0																	
Engineer I	31.52	0.0																	
Technician V	43.72	71.0	25.72%	11.25				55	30.39%	13.29				16	27.59%	12.06			
Technician IV	36.89	0.0																	
Technician III	34.15	0.0																	
Technician II	30.00	0.0																	
Technician I	23.31	0.0																	
Surveyor V	59.83	0.0																	
Surveyor IV	45.89	0.0																	
Surveyor III	41.09	0.0																	
Surveyor II	30.57	0.0																	
Surveyor I	22.94	0.0																	
Admin Assistant	17.62	2.0	0.72%	0.13				2	1.10%	0.19									
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TOTALS		276.0	100%	$53.64	6.0	100.00%	$59.98	181.0	100%	$50.86	6.0	100%	$54.22	58.0	100%	$53.97	11.0	100%	$71.28

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
Quigg Engineering

Job Number
P-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QC/QA ITR																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Admin Principal	68.91																		
Engineer VI	81.58																		
Engineer V	71.28	14	100.00%	71.28															
Engineer IV	57.72																		
Engineer III	45.69																		
Engineer II	36.53																		
Engineer I	31.52																		
Technician V	43.72																		
Technician IV	36.89																		
Technician III	34.15																		
Technician II	30.00																		
Technician I	23.31																		
Surveyor V	59.83																		
Surveyor IV	45.89																		
Surveyor III	41.09																		
Surveyor II	30.57																		
Surveyor I	22.94																		
Admin Assistant	17.62																		
TOTALS		14.0	100%	$71.28	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
AECOM	WHKS (Chamberlain)	3/3/2023
Consultant / Subconsultant Name	**Job Number**	
WHKS	D-97-009-19	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	3	MONTHS
START DATE	4/1/2023	
RAISE DATE	1/1/2024	
END DATE	6/30/2023	

OVERHEAD RATE	155.83%
COMPLEXITY FACTOR	0
% OF RAISE	2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2023	9/30/2023	6	100.00%

The total escalation = 0.00%

BLR 05514 (Rev. 02/09/23)
ESCALATION

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
WHKS	D-97-009-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$77.57	$77.57
Project Manager	$70.83	$70.83
Transportation Engineer III	$62.00	$62.00
Transportation Engineer II	$53.48	$53.48
Transportation Engineer I	$39.96	$39.96
Structural Engineer III	$64.70	$64.70
Structural Engineer II	$48.73	$48.73
Structural Engineer I	$34.96	$34.96
Engineering Technician III	$43.35	$43.35
Engineering Technician II	$36.04	$36.04
Engineering Technician I	$33.95	$33.95
Construction Observer III	$46.47	$46.47
Construction Observer II	$35.60	$35.60
Construction Observer I	$29.25	$29.25
Admin	$30.03	$30.03

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
WHKS		D-97-009-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
WHKS		D-97-009-19

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$0.00**

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
WHKS

Job Number
D-97-009-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 155.83%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
PS&E Update (Aug 23 Letting)		144	8,064	12,566	2,661		23,291	11.88%
PS&E Update (Janauary 22 Letting)		180	9,966	15,530	3,289		28,785	14.69%
PS&E Update (July 21 Letting)		90	4,884	7,611	1,612		14,107	7.20%
Utility Coordination		326	17,646	27,497	5,823		50,966	26.00%
RR Coordination and Updates		382	20,397	31,784	6,731		58,912	30.06%
Project Management		48	3,454	5,382	1,140		9,976	5.09%
QA/QC		48	3,454	5,382	1,140		9,976	5.09%
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			-	-	-		-	
Subconsultant DL							$0.00	
Direct Costs Total ===>	$0.00						**$0.00**	
TOTALS		1218	67,865	105,752	22,396	-	196,013	100.00%
			173,617					

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
WHKS

Job Number
D-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PS&E Update (Aug 23 Letting)			PS&E Update (Janauary 22 Letting)			PS&E Update (July 21 Letting)			Utility Coordination			RR Coordination and Updates		
		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	77.57	26.0	2.13%	1.66	2	1.39%	1.08	2	1.11%	0.86	2	2.22%	1.72	2	0.61%	0.48	2	0.52%	0.41
Project Manager	70.83	204.0	16.75%	11.86	18	12.50%	8.85	18	10.00%	7.08	8	8.89%	6.30	40	12.27%	8.69	40	10.47%	7.42
Transportation Engineer III	62.00	220.0	18.06%	11.20	40	27.78%	17.22	40	22.22%	13.78	20	22.22%	13.78	80	24.54%	15.21	40	10.47%	6.49
Transportation Engineer II	53.48	62.0	5.09%	2.72										62	19.02%	10.17			
Transportation Engineer I	39.96	0.0																	
Structural Engineer III	64.70	154.0	12.64%	8.18	24	16.67%	10.78	40	22.22%	14.38	10	11.11%	7.19				80	20.94%	13.55
Structural Engineer II	48.73	102.0	8.37%	4.08							20	22.22%	10.83	42	12.88%	6.28	40	10.47%	5.10
Structural Engineer I	34.96	0.0																	
Engineering Technician III	43.35	450.0	36.95%	16.02	60	41.67%	18.06	80	44.44%	19.27	30	33.33%	14.45	100	30.67%	13.30	180	47.12%	20.43
Engineering Technician II	36.04	0.0																	
Engineering Technician I	33.95	0.0																	
Construction Observer III	46.47	0.0																	
Construction Observer II	35.60	0.0																	
Construction Observer I	29.25	0.0																	
Admin	30.03	0.0																	
		0.0																	
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		0.0																	
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		0.0																	
		0.0																	
TOTALS		1218.0	100%	$55.72	144.0	100.00%	$56.00	180.0	100%	$55.37	90.0	100%	$54.27	326.0	100%	$54.13	382.0	100%	$53.39

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
WHKS

Job Number
D-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Management			QA/QC														
		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	77.57	8	16.67%	12.93	8	16.67%	12.93												
Project Manager	70.83	40	83.33%	59.03	40	83.33%	59.03												
Transportation Engineer III	62.00																		
Transportation Engineer II	53.48																		
Transportation Engineer I	39.96																		
Structural Engineer III	64.70																		
Structural Engineer II	48.73																		
Structural Engineer I	34.96																		
Engineering Technician III	43.35																		
Engineering Technician II	36.04																		
Engineering Technician I	33.95																		
Construction Observer III	46.47																		
Construction Observer II	35.60																		
Construction Observer I	29.25																		
Admin	30.03																		
TOTALS		48.0	100%	$71.95	48.0	100%	$71.95	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

APPENDIX A

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.

9. **August 7, 2017** – City Council approved Resolution R2017-96, 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.

10. **August 7, 2017** – City Council approved Resolution R2017-97, 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.

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to $2,400,000 in Federal funds which represents 80% of $3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.

12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating $600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.

13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of $3,349,667, with an expected reimbursement of $2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).

14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of $3,349,667, with an expected reimbursement of $2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).

15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of $339,311 which is added to the original fee of $168,375 for a total fee of $507,686.

16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of $120,000 in State Motor Fuel Tax funds which included $80,000 for purchase of the property and $40,000 for anticipated relocation reimbursement.

17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating $3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City's portion of the Local Public Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

20. **October 21, 2019 –** City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for $250,000 in State Motor Fuel Tax funds which includes $200,000 for purchase of the property and $50,000 for anticipated relocation reimbursement.

21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for $194,600 in State Motor Fuel Tax funds which includes $164,600 for purchase of the property and $30,000 for anticipated relocation reimbursement.

22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for $5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.

23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional $874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of $120,000 in State Motor Fuel Tax funds which included $80,000 for purchase of the property and $40,000 for anticipated relocation reimbursements. The anticipated $40,000 allocated for relocation and moving reimbursements will total $40,874.89 which exceeded the authorized amount by $874.89.

24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional $2.2 million for a total of $5.8 million in Federal funds from the $25 million Illinois Competitive Freight Program grant awarded to the City.

25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for $2,000,000 in State Motor Fuel Tax funds which includes $900,000 for purchase of the property and $1,100,000 for anticipated relocation reimbursement.

26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional $950,000 in Grade Crossing Protection Funds.

27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional $1,390,000 in Grade Crossing Protection Funds.

28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of $576,078 for a total design fee of $3,925,745, with $3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.

29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.

30. **January 4, 2021-** City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for $57,100 in State Motor Fuel Tax funds with an expected $45,680 reimbursement from the Illinois Competitive Freight Program.

31. **February 1, 2021**- City Council approved Resolution R2021-13 authorizing the purchase of property and temporary easements on the Northeast Corner of North Brush College Road and Faries Parkway for $13,840 in State Motor Fuel Tax funds with an expected $11,072 reimbursement from the Illinois Competitive Freight Program.

32. **March 1, 2021 –** City Council approved Resolution R2021-30 authorizing the purchase of property owned by Archer Daniels Midland Company for $398,600 in State Motor Fuel Tax Funds with an expected $318,800 reimbursement from the Illinois Competitive Freight Program

33. **July 19, 2021-** City Council approved Resolution R2021-125 authorizing an authority to work agreement with AT&T to relocate terminal box for Brush College Road Grade Separation Project in the amount of $153,363.66.

34. **July 19, 2021-** City Council approved Resolution R2021-127 authorizing a construction maintenance agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project in the amount of $776,481.

35. **September 20, 2021-** City Council approved Resolution R2021-177 amending an agreement for preliminary engineering services with Norfolk Southern Railway Company for the Brush College Road Grade Separation Project in the amount of $20,481 added to the original agreement of $18,596 for a total of $39,077.

36. **November 15, 2021**- City Council approved Resolution R2021-212 authorizing a public improvements agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation Project for a fee of $600,506.

37. **December 6, 2021-** City Council approved Resolution R2021-218 approving a local public agency engineering services agreement with AECOM Technical Services, Inc. for the Brush

College/Faries Parkway Grade Separation Project City Project 2009-33 Section No. 09-00933-01-BR for a fee not to exceed $4,542,821.

38. **January 18, 2022-** City Council approved Resolution R2022-10 authorizing Local Agency Agreement for Federal Participation with the State of Illinois for the Brush College Road/Faries Parkway Grade Separation City Project 2009-363 Section 09-00933-01-BR for fee not to exceed $3,916,436.00.

39. **July 5, 2022-** City Council approved Resolution R2022-106 accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company Inc. for Brush College Buildings Demolition City Project 2009-33 in the amount of $397,322.00.

DATE: 5/8/2023

MEMO: 2023-37

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Scot Wrighton, City Manager**
Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Authorizing Supplement #2 to the Local Public Agency Engineering Services Agreement with AECOM Technical Services, Inc. Section 09-00933-01-BR

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

CITY OF DECATUR
Section No.: 09-00933-01-BR
Job No.: R-97-006-19
Supplement #2

RESOLUTION NO. _____

RESOLUTION AUTHORIZING SUPPLEMENT #2 TO THE LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. SECTION 09-00933-01-BR

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

Section 1. That the City Council of the City of Decatur, Illinois authorizes Supplement #2 to the Local Public Agency Engineering Services Agreement for the Brush College / Faries Parkway Grade Separation project, presented to the Council herewith and attached as Exhibit 1, for an additional five hundred eighty thousand and twenty two dollars ($580,022.00), for a total amount of four million, five hundred five thousand, seven hundred sixty-seven dollars ($4,505,767), for design services for the aforementioned project known as Section Number 09-00933-01-BR.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above-mentioned Supplement #2 to the Local Public Agency Engineering Services Agreement and any other such documents related to the advancement and completion of said project, hereto attached as Exhibit 1.

PRESENTED and ADOPTED this 15th day of May 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM L. ALTHOFF, CITY CLERK

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal PE

Agreement Type: Supplement

Number: 2

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Decatur	Macon	09-00933-01-BR	D-97-009-19

Project Number	Contact Name	Phone Number	Email
6WGY(165)	Matt Newell	(217) 424-2747	mnewell@decaturil.gov

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Brush College Road	FAU 7448	0.01 mi	Proposed 058-9202

Location Termini: Over Faries Parkway and Norfolk Southern Railroad

Add Location / Remove Location

Project Description: Construction of a grade separation of Brush College Road over Faries Parkway and the Norfolk Southern Railroad.

Engineering Funding ☒ Federal ☒ MFT/TBP ☒ State ☐ Other — Local Match

Anticipated Construction Funding ☒ Federal ☒ MFT/TBP ☒ State ☒ Other — Local Match

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
AECOM Technical Services	Kirsten Mawhinney	(312) 373-6792	kirsten.mawhinney@aecom.com

Address	City	State	Zip Code
303 E. Wacker Drive Ste. 1400	Chicago	IL	60601

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

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

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

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

AGREEMENT EXHIBITS

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

☒ EXHIBIT A: Scope of Services

☒ EXHIBIT B: Project Schedule

☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist

☒ EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)

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I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
    (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
    (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. 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 DEPARTMENT.
    (c) That the ENGINEER is qualified technically and is thoroughly 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 in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
    (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee:

Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this

   AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,

   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.

   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,

   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,

   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and

   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

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

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

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

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

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

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

    (a) Publishing a statement:

        (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

        (2) Specifying actions that will be taken against employees for violations of such prohibition.

        (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

            (a) abide by the terms of the statement; and

            (b) notify the employer of any criminal drug statue conviction for a violation occurring int he workplace no later than (5) days after such conviction.

    (b) Establishing a drug free awareness program to inform employees about:

        (1) The dangers of drug abuse in the workplace;

        (2) The grantee's or contractor's policy of maintain a drug free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

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

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

(a) That tracing, 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 LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT 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.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
AECOM Technical Services	95-2661922	$335,673.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Kaskaskia Engineering Group, LLC	20-5080586	$7,594.00
Quigg Engineering, Inc.	20-4818431	$40,742.00
WHKS	42-0943938	$196,013.00
	Subconsultant Total	$244,349.00
	Prime Consultant Total	$335,673.00
	Total for all work	$580,022.00

AGREEMENT SIGNATURES

Executed by the LPA:

The Local Public Agency Type: City of Local Public Agency: Decatur

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency: Decatur

Local Public Agency Type: City

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name: AECOM Technical Services

By (Signature & Date)

By (Signature & Date)

Title: Vice President

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Decatur	AECOM Technical Services	Macon	09-00933-01-BR

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

EXHIBIT A
SCOPE OF SERVICES

FOR FEDERAL PARTICIPATION PROJECTS

See attached Exhibit A

Exhibit A - Supplement 2

Detailed Additional Scope of Services
Brush College Road at Norfolk Southern Railroad and Faries Parkway
Phase II Engineering Services
Supplement 2
By AECOM Technical Services, Inc. (AECOM)
For City of Decatur
May 9, 2023

General

This document serves as the scope of additional work for the preparation of updates to the Phase II Engineering Services for an overpass carrying Brush College Road over the Norfolk Southern Railroad (NSRR) and Faries Parkway in Decatur, Illinois. This is the basis for the supplemental agreement number two with the City of Decatur, Illinois.

Project Understanding and Additional Scope of Services

It is our understanding that a Phase I Combined Design Report Section 09-00933-00-BR was prepared dated March 2015 for Brush College Roadway from just South of Williams Street to just north of Faries Parkway including two overpasses over the NSRR. The project was broken into three constructible segments. Segment Three included an overpass over Faries Parkway and NSRR at the intersection of Faries Parkway. Funding for this third segment was obtained to complete final design and construction. Railroad coordination, utility conflicts, two changes to the letting date, and an extended schedule led to additional scope of service items, which are further described below.

Railroad Coordination and Updates

Roadway Design

Develop horizontal and vertical geometry for the design of the Illinois Central Railroad (ICRR) Maintenance Road for the July 2021 letting. Revise horizontal and vertical geometry for the design of the ICRR Maintenance Road, to accommodate the placement of the proposed Ameren 10D pole, for the January 2022 letting.

Prepare Roadway Plans

1) Prepare Existing Typical Section for ICRR Maintenance Road reconstruction design.
2) Prepare Proposed Typical Section for ICRR Maintenance Road reconstruction design. Update proposed typical section for the ICRR maintenance road revised design to accommodate Ameren pole 10D.
3) Prepare detail sheet for the ICRR maintenance road. Update the detail sheet for the ICRR maintenance road revised design to accommodate Ameren pole 10D.
4) Modify design and sheets to the location of the jacking and bore pits under the ICRR and NSRR tracks resulting from the permit reviews by the railroads.

Construction Phasing and Traffic Control

Following the preparation of the January 2021 PS&E, the traffic control will be revised to accommodate phasing changes related to the revisions to the railroad jacking and boring pit locations.

Structural Design

The retaining wall W006 design will be revised to reflect the revised location of a proposed light pole to maintain the required distance from the proposed Ameren electrical line.

Drainage Design
Design ditch along the ICRR maintenance road to be reconstructed. Ditch design will be revised along the ICRR maintenance road to accommodate the proposed Ameren 10D pole.

Roadway Lighting Design
The lighting design along the Jug Handle Connector roadway will be revised to accommodate the proposed Ameren electrical line.

Utility Coordination

Underground Utility Locate Survey
The original contract scope for survey work only includes aboveground utilities and access points for underground utilities (e.g., manholes, handholes). Underground utility atlases and drawings were to be provided by the underground utility owners for the project team to draw them into cad. However, some utility owners did not have accurate location information on their underground utilities for the team to identify conflicts and needed relocations.

During final design, these utilities will supply field technicians who could locate their underground facilities and asked for the City of Decatur to provide survey crews to record the field location of the underground utility. To obtain this information needed for the project, the AECOM Team will record the utility locations in the field with the utility technician.

The project team will complete field survey work for utilities due to these utilities being unable to provide accurate location information about their infrastructures. The additional field survey work will be completed for the following items/entities:

1) ADM Fiber Optic at the ADM Spiral Plant – underground fiber optics line
2) Metro Communications – underground communications lines
3) Sanitary District of Decatur – one of the sanitary sewer lines on the east leg of the intersection was identified as a water main when the original survey was completed and manholes for water lines were not opened during the original survey. Through further coordination, it was discovered to be a sanitary sewer line. The AECOM Team resurveyed the manholes and opened them in order to record the location of connecting pipes, measure down, and connecting pipe size.
4) Windstream Communications – underground communications lines

Coordination with Ameren
1) Support coordination with Ameren of proposed pole locations conflict with the AT&T proposed relocation along Brush College Road
2) Additional information on the location of the Ameren gas line along Faries Parkway was received after the preparation of the January 2021 PS&E. The storm sewer will be re-designed to reflect this information along with additional coordination of the proposed and existing storm sewer along Faries Parkway once Ameren was able to provide additional detail on their pole relocation plan.
3) Coordination with NSRR
    a. The AECOM Team will submit four (4) initial railroad permit application fees to the NSRR. The original scope assumed three permits would be required; however, the NSRR determined that a fourth permit would be required. The NSRR requires the use of a new online permit submittal system, which was not available at the time of the original scoping. The NSRR coordination also results in revisions to the design of the jacking and boring pits

for the storm sewer and water main work, which included additional utility review to avoid other utility conflicts.

b. The AECOM Team will develop a draft cost estimate specific to items to be cost-shared with the NSRR. The AECOM Team will also attend two coordination meetings, provide guidance on coordinating with the NSRR, and respond to NSRR comments on the draft cost estimate as well as prepare a final cost estimate.

c. The AECOM Team will review the NSRR and City of Decatur draft railroad agreement documentation.

4) Coordination with ICRR
   a. The AECOM Team will submit three (3) revised railroad permit applications to the ICRR. The revisions will include additional ICRR coordination along with revisions to the design of the jacking and boring pits for the storm sewer and water main work, which included additional utility review to avoid other utility conflicts.
   b. The AECOM Team will review the ICRR and City of Decatur draft railroad agreement documentation.
5) Coordination with ADM
   a. Following preparation of the January 2021 PS&E, ADM raised a concern about the depth of their fiber optic (FO) line under the proposed re-alignment of Harrison St. (west leg). The AECOM Team will review their concern and provided feedback so they could decide on relocating their facility.
6) Coordination with Fiber Optic Utility Company
   d. The AECOM team will review and coordinate Metro Communications relocations after Metro determined they would not be able to install their relocated facility beneath the NSRR.
7) Coordination with Telephone Utility Company
   a. The AECOM team will review and coordinate with AT&T regarding their relocated facility conflict with the Ameren utility poles.

8) The AECOM Team will review proposed utility plan relocation layouts for the following utilities to identify any potential conflicts between the utility's proposed relocation plan and the subject project design:
   a. Ameren Electric Distribution
   b. AT&T permit review and providing the City of Decatur and AT&T with northings/eastings of the proposed ROW
   c. Comcast
   d. Windstream

<u>Update PS&E to the July 2021 Letting</u>

The AECOM Team will update the contract plan submittal for the July 2021 letting as described below in further detail:

- **Plans:** The AECOM Team will provide engineering design services required for the preparation of Construction Documents for the bridge and roadway construction. The AECOM Team will update the contract plans (255 sheets) for the July 2021 letting. This will include the following items:
  - Coordination with IDOT regarding the creation of Bureau of Local Roads pay item numbers for the July 2021 letting for 21 pay items.
  - Review of IDOT BDE and BLRS pay items for the July 2021 letting and updating the pay items and quantities on the SOQ, Schedules, and plan callouts to reflect any changes include the BLRS pay items and names provided by IDOT.

- Updates to plans accommodate changes for the following items:
  - Update existing utility information from field locates, AT&T potholing data, and Ameren high pressure gas line potholing
  - Update existing utility information to reflect recent construction by ADM (relocated fiber optic line) and Ameren (gas transmission line relocation near James/Logan) on plans and cross sections
  - Review and updates to water main, storm sewer and sanitary sewer design location resulting from HP gas line locate along Brush College near Harrison and along Faries Parkway
  - Design revisions to accommodate proposed pole locations prepared by Ameren
  - Address comments provided by railroads after 100% PS&E prepared for January 2021 submittal
  - ADM Renovation Site parking lot redesign
  - Addition of temporary fence around select remaining properties for security purposes during construction after existing fences have been removed
  - ADM Spiral Plant sidewalk design revision to address ADM needs and fit within the PR ROW limits
  - Responding to SDD comments on the integrity of their existing sewer crossing Faries Parkway, adjustments were made to the grading on top of and around the culvert extension and an additional easement was added to accommodate the regrading of the slope and ditch
  - Plan updates to address IDOT comments from 90% plans, submitted in November 2020, which were provided after 100% were completed and required additional rework as they were not provided prior to the development of the January 2021 PS&E set.
  - Adjustment to radius return, ADA ramp, drainage, and grading at Brush College Road and W Harrison (east leg) to avoid need for PR ROW, which could not be obtained via condemnation or quick take
  - Updates to the design of the railroad signal locations on Faries and associated sidewalks and ADA ramp locations as well as drainage design per ICRR comments received after 100% PS&E was prepared
  - Inclusion of information on the Temporary Soil Retention Systems (TSRS) for the installation of proposed utilities beneath and adjacent to the existing railroad tracks, when the system will be designed by the contractor to receive the final permit from the railroads
  - Temporary and final grading revisions to reflect the above-listed changes
- Updates to design files to account for design and grading revisions, which required updates to cross sections

- **Specifications:** The AECOM Team will update the line item specifications for the July 2021 letting using IDOT format for any IDOT pay items that have changed, which include:
  - Spec updates per ICRR comments and requirements in the railroad agreement provided in early 2021
  - Spec revisions to reflect changes from coordination with IDOT on BLRs pay items for items specific to this contract.
- **Quantity Take-Offs and Opinions of Cost:** The AECOM Team will update quantity take-offs to reflect changes to IDOT pay items method of measurement, plans as well as to reflect design changes as noted in this scope including updated quantities for the earthwork. The AECOM Team will prepare an updated project opinion of cost for the Final submittal for the July 2021 letting. The

AECOM Team will also prepare proprietary item requests to IDOT for items specified by the City of Decatur and coordinate with IDOT to obtain approval of the proprietary items.

- **Estimate of Time:** The AECOM Team will update the suggested Estimate of Time for Phase III construction activities to reflect the July 2021 letting. The estimate of time is based on the pay items, quantities, and construction daily production rates. These will be reviewed and updated for the pay items and quantity revisions identified for this submittal.

Update PS&E to the January 2022 Letting

The AECOM Team will update the contract plan submittal for the January 2022 letting as described below in further detail. These changes are needed because IDOT released the 2022 IDOT Standard Specifications for Road and Bridge Construction, where previous letting preparations were based on the 2016 IDOT Standard Specifications for Road and Bridge Construction. It will also include changes to reflect the 2022 IDOT Supplemental Specifications:

- **Plans:** The AECOM Team will provide engineering design services required for the preparation of Construction Documents for the bridge and roadway construction. The AECOM Team will update the contract plans (142 sheets) for the July 2021 letting. This will include the following items:
    - Review of IDOT BDE and BLRS pay items for the January 2022 letting and updating the pay items and quantities on the SOQ, Schedules, and plan callouts. All pay items will be compared against the IDOT pay items and the following IDOT pay items will be updated:
        - Pavement marking pay items will be updated as IDOT changed all these pay items because these pay items used to be quantified only by marking width and IDOT has changed the pay items to reflect width and material type
        - Storm Sewers (water main quality pipe) = name and number changed
        - Ductile iron water main, 30" = name and number changed
        - Pipe underdrains for structures, 4" = name and number changed
        - Pipe Culverts to be cleaned = number changed
        - Pavement marking removal – grinding = added pay item based on pavement marking pay item changes
        - Water main in casing pipe, ductile iron = number changed
        - Abandon existing force main, fill with CLSM = name and number changed
        - Sanitary Lateral Relocation = number changed
        - Remove Abandoned Force Main = number changed
        - Watermain casing pipe = added because watermain and casing pipe as separate items per IDOT
        - Bridge railing detail updated by IDOT
    - Coordination with IDOT regarding the creation of Bureau of Local Roads pay item numbers for the January 2022 letting for eight pay items.
    - Addendum to the plans to reflect the lead and asbestos investigation results of the structures to be demolished, which were not acquired by the City until Fall 2021.
- **Specifications**: The AECOM Team will update the line item specifications for the January 2022 letting using IDOT format and to reflect the new 2022 IDOT Standard Specifications for Road and Bridge Construction. These will include spec updates to add the following special provisions for:
    - the building demolition and asbestos pay items
    - Cell tower access requirements from Vertical Bridge
    - Watermain casing pipe

  - Temporary pavement marking removal to reflect pavement marking pay item changes by IDOT
  - Sanitary service to be adjusted
  - Pay items with names which were changed by IDOT and had special provisions, which needed to reflect the name change
- **Quantity Take-Offs and Opinions of Cost:** The AECOM Team will update quantity take-offs to reflect changes to IDOT pay items and prepare an updated project opinion of cost for the Final submittal for the January 2022 letting.
  - Quantities associated with the revised ICRR maintenance road to accommodate Ameren Pole 10D
  - Quantities associated with pay item changes for pavement markings and pavement marking removal by type
  - Quantities for the building demolition and asbestos items
- **Estimate of Time:** The AECOM Team will update the suggested Estimate of Time for Phase III construction activities to reflect the January 2022 letting. The estimate of time is based on the pay items, quantities, and construction daily production rates. These will be reviewed and updated for the pay items and quantity revisions identified for this submittal.

Update and Submit Final PS&E for a Single 2023 Letting

The AECOM Team will update the contract plan submittal for one 2023 letting as described below in further detail. These changes are needed because IDOT will release the 2023 IDOT Supplemental Specifications and letting specific updates. In addition, IDOT released Accessible Pedestrian Signals (APS), which will need to be integrated into the proposed permanent signal design:

- **Design:** The AECOM Team will design the relocation of the sanitary sewer line crossing the east leg of Faries Parkway from the existing edge pavement to the limits of the slope grading.
- **Plans:** The AECOM Team will provide engineering design services required for the preparation of Construction Documents for the bridge and roadway construction. The AECOM Team will update the contract plans for one 2023 letting. This will include the following items:
  - Review of IDOT BDE and BLRS pay items for a 2023 letting and updating the pay items and quantities on the SOQ, Schedules, and plan callouts. All pay items will be compared against the IDOT pay items and the following IDOT pay items will be updated:
  - Coordination with IDOT regarding the creation of Bureau of Local Roads pay item numbers for one 2023 letting.
  - Removal of the building demolition sheets, which was progressed as a separate contract.
  - Incorporate APS design, which will also result in additional Phase III coordination effort with the contractor
  - Incorporate sanitary sewer relocation on design plans, schedule, and SOQ
  - Revisions to drainage design from any resulting potholing information if provided by the City of Decatur prior to the QA/QC phase for the PS&E
- **Specifications**: The AECOM Team will update the specifications for one 2023 letting using IDOT format to reflect any changes to pay items resulting from the 2023 Supplemental Specifications.
  - The AECOM Team will incorporate any specs required for the sanitary sewer relocation (east leg of Faries Parkway)
  - The AECOM Team will coordinate with the City of Decatur to update the Status of Utilities section in the specifications. This is needed because utility relocations have occurred following the January 2022 letting, which need to be reflected in the specifications.

- **Quantity Take-Offs and Opinions of Cost:** The AECOM Team will update quantity take-offs to reflect changes to IDOT pay items' method of measurement and prepare an updated project opinion of cost for the Final submittal for one 2023 letting.

  The AECOM Team will also complete quantity take-offs and incorporate the pay items and quantities into the estimate of cost for the APS and sanitary sewer relocation.
- **Estimate of Time:** The AECOM Team will update the suggested Estimate of Time for Phase III construction activities to reflect the January 2022 letting. The estimate of time is based on the pay items, quantities, and construction daily production rates. These will be reviewed and updated for the pay items and quantity revisions identified for this submittal.
- **Permits:** The AECOM Team will also update the Section 404 permit (expired March 2022) for submittal to USACE. No submittal is required to the IDNR because they previously indicated that they do not have jurisdiction over the subject waterway.

  The Stormwater Pollution Prevention Plan will also be updated for inclusion in the specifications.

Project Management

This task will include management of staff, schedules, deliverables, and internal coordination meetings between team members including sub consultants on the additional scope items.

QA/QC Internal Technical Review (ITR)

Prior to making submittals, independent technical reviews (QA reviews) will conducted on deliverables of the additional scope items.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Decatur	AECOM Technical Services	Macon	09-00933-01-BR

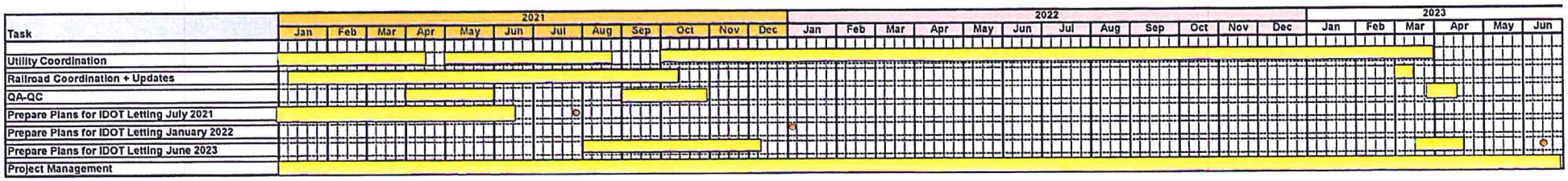
EXHIBIT B
PROJECT SCHEDULE

See attached Exhibit B

Exhibit B - Supplement 2

City of Decatur
Brush College Road Grade Separation over NS Railroad and Faries Parkway - Phase II

Proposed Project Timeline - Phase II portion



Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Decatur	AECOM Technical Services	Macon	09-00933-01-BR

Exhibit C
Qualification Based Selection (QBS) Checklist

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

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

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal 07/18/18

Method(s) used for advertisement and dates of advertisement

Decatur Tribune 6-27-18 & 7-14-18. Also advertised on the City's website and email listing.

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Project Understanding & Approach	25%
Firm's Experience	20%
Technical Project Management	10%
DBE Use	5%
Assigned Personnel	25%
Firm's Ability & Capacity	10%
Proximity to the City	5%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒

Selection committee (titles) for this project

Public Works Director, City Engineer, Asst. City Eng., Transportation Consultant, County Engineer, ADM Representatives

	Top three consultants ranked for this project in order
1	AECOM
2	CMT
3	Hanson

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Decatur	AECOM Technical Services	Macon	09-00933-01-BR

13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐
16	LPA is a home rule community (Exempt from QBS).	☐	☒

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
AECOM Technical Services, Inc.	Kirsten Mawhinney	5/9/2023
Consultant / Subconsultant Name	**Job Number**	
	D-97-009-19	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	3	MONTHS
START DATE	4/1/2023	
RAISE DATE	10/1/2023	
END DATE	6/30/2023	

OVERHEAD RATE	128.43%
COMPLEXITY FACTOR	0
% OF RAISE	2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2023	6/30/2023	3	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
	D-97-009-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Director/Principal	$78.00	$78.00
Project Manager	$77.40	$77.40
Technical Specialist	$75.23	$75.23
Project Engineer, Scientist, Planner, Architect	$62.72	$62.72
Senior Engineer, Scientist, Planner, Architect	$70.90	$70.90
Engineer, Scientist, Planner, Architect	$44.83	$44.83
Resident Engineer	$72.82	$72.82
Construction Engineer	$51.39	$51.39
Inspector, Field Office Engineer	$41.90	$41.90
Surveyor	$52.50	$52.50
Engineering Tech, Designer, CADD	$44.88	$44.88
PM Support/Project Controls	$51.30	$51.30
Administrative Assistant	$29.78	$29.78

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
		D-97-009-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Kaskaskia	2,516.00	251.60
Quigg	14,803.00	1,480.30
WHKS	67,865.00	6,786.50

Total **85,184.00** **8,518.40**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
		D-97-009-19

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Special Waste Database	Actual Cost	1	$300.00	$300.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$300.00**

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name

Job Number
D-97-009-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 128.43%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
RR Coordination and Updates		386	21,970	28,216	7,250		57,436	9.90%
Utility Coordination		235	13,172	16,917	4,347		34,436	5.94%
Update PS&E - July 2021 Letting		343	18,906	24,281	6,239		49,426	8.52%
Update PS&E - Jan 2022 Letting		418	23,625	30,342	7,796		61,763	10.65%
Update PS&E - June 2023 Letting		450	25,637	32,926	8,460		67,023	11.56%
Project Management		181	14,009	17,992	4,623		36,624	6.31%
QA/QC ITR		88	6,499	8,347	2,145		16,991	2.93%
NEPA Updates	300	62	3,848	4,942	1,270		10,060	1.73%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Kaskaskia			-	-	-	40,742	40,742	7.02%
Quigg			-	-	-	7,594	7,594	1.31%
WHKS			-	-	-	196,013	196,013	33.79%
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			-	-	-		-	
Subconsultant DL							$1,614.30	0.28%
Direct Costs Total ===>	$300.00						$300.00	0.05%
TOTALS		2163	127,666	163,963	42,130	244,349	580,022	100.00%
			291,629					

The subconsultant fee has been adjusted due to 15% fixed f

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name

Job Number
D-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			RR Coordination and Updates			Utility Coordination			Update PS&E - July 2021 Letting			Update PS&E - Jan 2022 Letting			Update PS&E - June 2023 Letting		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Director/Principal	78.00	0.0																	
Project Manager	77.40	405.0	18.72%	14.49	40	10.36%	8.02	48	20.43%	15.81	24	7.00%	5.42	36	8.61%	6.67	40	8.89%	6.88
Technical Specialist	75.23	128.0	5.92%	4.45	40	10.36%	7.80				8	2.33%	1.75	28	6.70%	5.04	28	6.22%	4.68
Project Engineer, Scientist,	62.72	665.0	30.74%	19.28	120	31.09%	19.50	60	25.53%	16.01	140	40.82%	25.60	160	38.28%	24.01	185	41.11%	25.78
Senior Engineer, Scientist,	70.90	66.0	3.05%	2.16															
Engineer, Scientist, Planne	44.83	899.0	41.56%	18.63	186	48.19%	21.60	127	54.04%	24.23	171	49.85%	22.35	194	46.41%	20.81	197	43.78%	19.63
Resident Engineer	72.82	0.0																	
Construction Engineer	51.39	0.0																	
Inspector, Field Office Engi	41.90	0.0																	
Surveyor	52.50	0.0																	
Engineering Tech, Designe	44.88	0.0																	
PM Support/Project Control	51.30	0.0																	
Administrative Assistant	29.78	0.0																	
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TOTALS		2163.0	100%	$59.02	386.0	100.00%	$56.92	235.0	100%	$56.05	343.0	100%	$55.12	418.0	100%	$56.52	450.0	100%	$56.97

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name

Job Number
D-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Management			QA/QC ITR			NEPA Updates											
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Project Director/Principal	78.00																		
Project Manager	77.40	181	100.00%	77.40	24	27.27%	21.11	12	19.35%	14.98									
Technical Specialist	75.23				24	27.27%	20.52												
Project Engineer, Scientist, P	62.72																		
Senior Engineer, Scientist, Pl	70.90				40	45.45%	32.23	26	41.94%	29.73									
Engineer, Scientist, Planner,	44.83							24	38.71%	17.35									
Resident Engineer	72.82																		
Construction Engineer	51.39																		
Inspector, Field Office Engine	41.90																		
Surveyor	52.50																		
Engineering Tech, Designer,	44.88																		
PM Support/Project Controls	51.30																		
Administrative Assistant	29.78																		
TOTALS		181.0	100%	$77.40	88.0	100%	$73.85	62.0	100%	$62.07	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
AECOM	EJL	5/9/2023
Consultant / Subconsultant Name	**Job Number**	
Kaskaskia Engineering Group, LLC	D97-009-19	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	3	MONTHS
START DATE	4/1/2023	
RAISE DATE	1/1/2024	
END DATE	6/30/2023	

OVERHEAD RATE	168.78%
COMPLEXITY FACTOR	0
% OF RAISE	2.00%

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2023	9/30/2023	6	100.00%

The total escalation = 0.00%

BLR 05514 (Rev. 02/09/23)
ESCALATION

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
Kaskaskia Engineering Group, LLC	D97-009-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Manager	$78.00	$78.00
Principal Engineer	$78.00	$78.00
Senior Engineer/PM	$70.18	$70.18
Project Manager	$54.83	$54.83
Project Engineer	$42.74	$42.74
Staff Engineer	$31.88	$31.88
Biologist/Scientist	$33.94	$33.94
GIS Manager	$46.93	$46.93
Technician	$45.31	$45.31
Construction Administrator	$29.12	$29.12
Administrative Personnel	$43.53	$43.53
Intern	$17.50	$17.50

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
Kaskaskia Engineering Group, LLC		D97-009-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
Kaskaskia Engineering Group, LLC

Job Number
D97-009-19

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	$0.00

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
Kaskaskia Engineering Group, LLC

Job Number
D97-009-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 168.78%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Update PS&E - June 2023 Letting		32	1,627	2,747	537		4,911	64.67%
Project Management		4	296	500	98		894	11.77%
QA/QC		8	593	1,000	196		1,789	23.56%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$0.00						$0.00	
TOTALS		44	2,516	4,247	831	-	7,594	100.00%
			6,763					

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
Kaskaskia Engineering Group, LLC

Job Number
D97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Update PS&E - June 2023 Letting			Project Management			QA/QC								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Manager	78.00	2.0	4.55%	3.55							2	25.00%	19.50						
Principal Engineer	78.00	8.0	18.18%	14.18	4	12.50%	9.75	2	50.00%	39.00	2	25.00%	19.50						
Senior Engineer/PM	70.18	10.0	22.73%	15.95	4	12.50%	8.77	2	50.00%	35.09	4	50.00%	35.09						
Project Manager	54.83	4.0	9.09%	4.98	4	12.50%	6.85												
Project Engineer	42.74	0.0																	
Staff Engineer	31.88	0.0																	
Biologist/Scientist	33.94	8.0	18.18%	6.17	8	25.00%	8.49												
GIS Manager	46.93	0.0																	
Technician	45.31	12.0	27.27%	12.36	12	37.50%	16.99												
Construction Administrator	29.12	0.0																	
Administrative Personnel	43.53	0.0																	
Intern	17.50	0.0																	
		0.0																	
		0.0																	
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TOTALS		44.0	100%	$57.19	32.0	100.00%	$50.85	4.0	100%	$74.09	8.0	100%	$74.09	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
AECOM Technical Services Inc.	MDC	5/9/2023
Consultant / Subconsultant Name	**Job Number**	
Quigg Engineering	P-97-009-19	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	3	MONTHS	OVERHEAD RATE	142.22%
START DATE	4/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	7/1/2023		% OF RAISE	2.00%
END DATE	6/30/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2023	7/1/2023	3	50.00%
1	7/2/2023	10/1/2023	3	51.00%

The total escalation = 1.00%

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
Quigg Engineering	P-97-009-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Admin Principal	$68.23	$68.91
Engineer VI	$80.77	$81.58
Engineer V	$70.57	$71.28
Engineer IV	$57.15	$57.72
Engineer III	$45.24	$45.69
Engineer II	$36.17	$36.53
Engineer I	$31.21	$31.52
Technician V	$43.29	$43.72
Technician IV	$36.52	$36.89
Technician III	$33.81	$34.15
Technician II	$29.70	$30.00
Technician I	$23.08	$23.31
Surveyor V	$59.24	$59.83
Surveyor IV	$45.44	$45.89
Surveyor III	$40.68	$41.09
Surveyor II	$30.27	$30.57
Surveyor I	$22.71	$22.94
Admin Assistant	$17.45	$17.62

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
Quigg Engineering		P-97-009-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
Quigg Engineering		P-97-009-19

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$0.00**

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
Quigg Engineering

Job Number
P-97-009-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 142.22%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Utility Coordination		6	360	512	119		991	2.43%
Update PS&E - July 2021 Letting		181	9,206	13,093	3,038		25,337	62.19%
Update PS&E - Jan 2022 Letting		6	325	463	107		895	2.20%
Update PS&E - June 2023 Letting		58	3,130	4,452	1,033		8,615	21.15%
Project Management		11	784	1,115	259		2,158	5.30%
QC/QA ITR		14	998	1,419	329		2,746	6.74%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$0.00						$0.00	
TOTALS		276	14,803	21,054	4,885	-	40,742	100.00%
			35,857					

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
Quigg Engineering

Job Number
P-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Utility Coordination			Update PS&E - July 2021 Letting			Update PS&E - Jan 2022 Letting			Update PS&E - June 2023 Letting			Project 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
Admin Principal	68.91	0.0																	
Engineer VI	81.58	0.0																	
Engineer V	71.28	91.0	32.97%	23.50	1	16.67%	11.88	43	23.76%	16.93	2	33.33%	23.76	20	34.48%	24.58	11	100.00%	71.28
Engineer IV	57.72	5.0	1.81%	1.05	5	83.33%	48.10												
Engineer III	45.69	107.0	38.77%	17.71				81	44.75%	20.45	4	66.67%	30.46	22	37.93%	17.33			
Engineer II	36.53	0.0																	
Engineer I	31.52	0.0																	
Technician V	43.72	71.0	25.72%	11.25				55	30.39%	13.29				16	27.59%	12.06			
Technician IV	36.89	0.0																	
Technician III	34.15	0.0																	
Technician II	30.00	0.0																	
Technician I	23.31	0.0																	
Surveyor V	59.83	0.0																	
Surveyor IV	45.89	0.0																	
Surveyor III	41.09	0.0																	
Surveyor II	30.57	0.0																	
Surveyor I	22.94	0.0																	
Admin Assistant	17.62	2.0	0.72%	0.13				2	1.10%	0.19									
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		0.0																	
TOTALS		276.0	100%	$53.64	6.0	100.00%	$59.98	181.0	100%	$50.86	6.0	100%	$54.22	58.0	100%	$53.97	11.0	100%	$71.28

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
Quigg Engineering

Job Number
P-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	QC/QA ITR																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Admin Principal	68.91																		
Engineer VI	81.58																		
Engineer V	71.28	14	100.00%	71.28															
Engineer IV	57.72																		
Engineer III	45.69																		
Engineer II	36.53																		
Engineer I	31.52																		
Technician V	43.72																		
Technician IV	36.89																		
Technician III	34.15																		
Technician II	30.00																		
Technician I	23.31																		
Surveyor V	59.83																		
Surveyor IV	45.89																		
Surveyor III	41.09																		
Surveyor II	30.57																		
Surveyor I	22.94																		
Admin Assistant	17.62																		
TOTALS		14.0	100%	$71.28	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Prime Consultant (Firm) Name	**Prepared By**	**Date**
AECOM	WHKS (Chamberlain)	3/3/2023
Consultant / Subconsultant Name	**Job Number**	
WHKS	D-97-009-19	

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

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	3	MONTHS	OVERHEAD RATE	155.83%
START DATE	4/1/2023		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2024		% OF RAISE	2.00%
END DATE	6/30/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2023	9/30/2023	6	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR

Consultant / Subconsultant Name	Job Number
WHKS	D-97-009-19

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	$77.57	$77.57
Project Manager	$70.83	$70.83
Transportation Engineer III	$62.00	$62.00
Transportation Engineer II	$53.48	$53.48
Transportation Engineer I	$39.96	$39.96
Structural Engineer III	$64.70	$64.70
Structural Engineer II	$48.73	$48.73
Structural Engineer I	$34.96	$34.96
Engineering Technician III	$43.35	$43.35
Engineering Technician II	$36.04	$36.04
Engineering Technician I	$33.95	$33.95
Construction Observer III	$46.47	$46.47
Construction Observer II	$35.60	$35.60
Construction Observer I	$29.25	$29.25
Admin	$30.03	$30.03

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
WHKS		D-97-009-19

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency	County	Section Number
City of Decatur	Macon	09-00933-01-BR
Consultant / Subconsultant Name		**Job Number**
WHKS		D-97-009-19

DIRECT COSTS WORKSHEET

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

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day			$0.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	$0.00

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
WHKS

Job Number
D-97-009-19

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 155.83%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
PS&E Update (Aug 23 Letting)		144	8,064	12,566	2,661		23,291	11.88%
PS&E Update (Janauary 22 Letting)		180	9,966	15,530	3,289		28,785	14.69%
PS&E Update (July 21 Letting)		90	4,884	7,611	1,612		14,107	7.20%
Utility Coordination		326	17,646	27,497	5,823		50,966	26.00%
RR Coordination and Updates		382	20,397	31,784	6,731		58,912	30.06%
Project Management		48	3,454	5,382	1,140		9,976	5.09%
QA/QC		48	3,454	5,382	1,140		9,976	5.09%
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Subconsultant DL							$0.00	
Direct Costs Total ===>	$0.00						$0.00	
TOTALS		1218	67,865	105,752	22,396	-	196,013	100.00%
			173,617					

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
WHKS

Job Number
D-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			PS&E Update (Aug 23 Letting)			PS&E Update (Janauary 22 Letting)			PS&E Update (July 21 Letting)			Utility Coordination			RR Coordination and Updates		
		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	77.57	26.0	2.13%	1.66	2	1.39%	1.08	2	1.11%	0.86	2	2.22%	1.72	2	0.61%	0.48	2	0.52%	0.41
Project Manager	70.83	204.0	16.75%	11.86	18	12.50%	8.85	18	10.00%	7.08	8	8.89%	6.30	40	12.27%	8.69	40	10.47%	7.42
Transportation Engineer III	62.00	220.0	18.06%	11.20	40	27.78%	17.22	40	22.22%	13.78	20	22.22%	13.78	80	24.54%	15.21	40	10.47%	6.49
Transportation Engineer II	53.48	62.0	5.09%	2.72										62	19.02%	10.17			
Transportation Engineer I	39.96	0.0																	
Structural Engineer III	64.70	154.0	12.64%	8.18	24	16.67%	10.78	40	22.22%	14.38	10	11.11%	7.19				80	20.94%	13.55
Structural Engineer II	48.73	102.0	8.37%	4.08							20	22.22%	10.83	42	12.88%	6.28	40	10.47%	5.10
Structural Engineer I	34.96	0.0																	
Engineering Technician III	43.35	450.0	36.95%	16.02	60	41.67%	18.06	80	44.44%	19.27	30	33.33%	14.45	100	30.67%	13.30	180	47.12%	20.43
Engineering Technician II	36.04	0.0																	
Engineering Technician I	33.95	0.0																	
Construction Observer III	46.47	0.0																	
Construction Observer II	35.60	0.0																	
Construction Observer I	29.25	0.0																	
Admin	30.03	0.0																	
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TOTALS		1218.0	100%	$55.72	144.0	100.00%	$56.00	180.0	100%	$55.37	90.0	100%	$54.27	326.0	100%	$54.13	382.0	100%	$53.39

Local Public Agency
City of Decatur

County
Macon

Section Number
09-00933-01-BR

Consultant / Subconsultant Name
WHKS

Job Number
D-97-009-19

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 2 OF 2

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Management			QA/QC															
		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	77.57	8	16.67%	12.93	8	16.67%	12.93												
Project Manager	70.83	40	83.33%	59.03	40	83.33%	59.03												
Transportation Engineer III	62.00																		
Transportation Engineer II	53.48																		
Transportation Engineer I	39.96																		
Structural Engineer III	64.70																		
Structural Engineer II	48.73																		
Structural Engineer I	34.96																		
Engineering Technician III	43.35																		
Engineering Technician II	36.04																		
Engineering Technician I	33.95																		
Construction Observer III	46.47																		
Construction Observer II	35.60																		
Construction Observer I	29.25																		
Admin	30.03																		
TOTALS		48.0	100%	$71.95	48.0	100%	$71.95	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00	0.0	0%	$0.00

DATE: 5/5/2023

MEMO: 2023-43

TO: **Honorable Mayor Moore Wolfe and City Council Members**

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co., Inc. for 2023 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2023-09.

SUMMARY RECOMMENDATION: It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2023 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2023-09, to Entler Excavating Co, Inc., (Entler) as the lowest responsive and responsible bidder in the amount of $699,090.20 and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

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

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

The 2023 Miscellaneous Sanitary & Storm Sewer Improvement Project primarily addresses priority numbers 3 and 4, system operation and maintenance and small diameter sewer rehabilitation. The project is an annual project prepared by the Public Works Department to assist with both emergency repairs and normal improvements to the City's sanitary sewer system.

Storm Sewer Priorities

The 2009 Stormwater Master Plan addresses three main topics:

1. Stormwater Problem Area Prioritization
2. Regulation, Standards, and Policies
3. Stormwater Expenditures and Funding Mechanisms

In April 2014, the City Council approved the creation of a Stormwater Utility to provide a dedicated funding source to improve known drainage problems and to improve maintenance on existing stormwater facilities. In addition to providing for rapid response work for storm sewer problems, the 2023 Miscellaneous Sanitary & Storm Sewer Improvement Project will address some of items 1 and 2 above.

Project Description

The 2023 Miscellaneous Sanitary & Storm Sewer Improvement Project is an annual project that works to resolve sanitary and storm sewer concerns as they are identified through televised inspections, routine maintenance, and public observation. This project enables the City to respond in a rapid manner as problems within the sanitary and storm sewer system arise and must be addressed quickly. Having unit bid prices in place for sewer repairs enables the City to move rapidly to address collapsed pipe or sink holes as they are located in the sewer system, and before they turn into major public problems. This also reduces the number of emergency time and material repair contracts that must be brought before the City Council.

The 2023 Miscellaneous Sanitary & Storm Sewer Improvement project will repair both storm and sanitary sewers under one contract. All the repair costs at each location will be separated between storm and sanitary improvements and will be paid for under the Sewer Fund (sanitary sewer work) or Stormwater Fund (storm sewer work). Approximately 70% of the project is expected to be sanitary sewer related and 30% of the project storm sewer related.

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised Wednesday April 19, 2023, and bids were opened on May 4, 2023. The results for the letting are as follows:

Bidder	**Bid Price**	**Compared to Engineer's Est. Over/(Under)**
Entler Excavating Co., Inc.	**$699,090.20**	**(0.45%)**
Engineer's Estimate	$702,255.00	-----

Four contractors took out bid packages and one contractor submitted a bid proposal for the 2023 Miscellaneous Sanitary & Storm Sewer Improvement Project. Entler Excavating Company, Inc. provided the lowest responsive and responsible bid at 0.45% below the Engineer's Estimate. The 2023 work establishes unit prices for typical work items needed to complete storm and sanitary system

repairs.

Entler has successfully completed storm and sanitary sewer projects for the City. Staff recommends that the City Council approve a contract with Entler Excavating Company, Inc. to perform the 2023 Miscellaneous Sanitary & Storm Sewer Improvement Project.

MINORITY PARTICIPATION GOALS:

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

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

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

Subcontracting is not required for a City project. Entler will self-preform an estimated 91.1% of the contract and subcontract 8.9% of the work for trucking, concrete patching and asphalt with 1.4 % being performed by a Minority Business Enterprise. Entler provided documentation that a good faith effort was made to comply with the City's goals.

LEGAL REVIEW: The plans and specifications for the 2023 Miscellaneous Sanitary and Storm Sewer Improvement Project were approved by Legal on April 27, 2023.

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

PRIOR COUNCIL ACTION:
The Miscellaneous Sanitary & Storm Sewer Improvement Project is an annual project for the City and has been approved by the City Council for many years.

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

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:
Budget Impact: Funding for this project is currently allocated from the Sanitary Sewer Fund at $499,090.20 for sanitary sewer work, and the Stormwater Fund at $200,000 for storm sewer and

drainage work. The Sewer Fund is supported by sanitary sewer user fees and the Stormwater Fund is supported by stormwater utility fees. The total project cost is $699,090.20.

Staff Impact: The Capital Improvement Plan has allocated staff time for this project.

COPY: Entler Excavating Co., Inc.

ATTACHMENTS:

Description	Type
2023-43 Resolution with Contract	Resolution Letter
2023-43 Bid Tabulation 2023-09	Backup Material

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH ENTLER EXCAVATING CO. INC. FOR 2023 MISCELLANEOUS SANITARY AND STORM SEWER IMPROVEMENT PROJECT CITY PROJECT 2023-09

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

Section 1. That the tabulation of bids received for City Project 2023-09, 2023 Miscellaneous Sanitary and Storm Sewer Improvement project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Entler Excavating Co. Inc. in the amount of $699,090.20 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Entler Excavating Company, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of $699,090.20.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of $50,000 as a bonus.

PRESENTED and ADOPTED this 15th day of May, 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim L. Althoff, City Clerk

PROJECT MANUAL

2023 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT

CITY PROJECT 2023-09

April 2023

a project of the

CITY OF DECATUR ILLINOIS
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523

FOR BIDDING

CITY OF DECATUR

2023 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT

Julie Moore Wolfe, Mayor

Ed Culp	David Horn
Chuck Kuhle	Dennis R. Cooper
Lisa Gregory	Dana Ray

Scot Wrighton ..... City Manager
Wendy Morthland ..... Corporation Counsel
Kim Althoff ..... City Clerk
Gregg Zientara ..... City Treasurer
Matthew Newell ..... Public Works Director

CITY OF DECATUR

2023 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT

CITY PROJECT 2023-09

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ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until ***10:00 a.m., Thursday, May 4, 2023***, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2023 MISCELLANEOUS SANITARY AND STORM SEWER IMPROVEMENT PROJECT

CITY PROJECT 2023-09

The proposed project herein specified and described includes the following work:

This work shall consist of making point repairs in the City's storm and sanitary sewer system at various locations around the City including the installation of new manholes as required. This project will perform a majority of the City's rapid response storm and sanitary sewer system repairs through June 1, 2024, along with any additional storm and sanitary sewer repair work identified by the City. The work also includes pavement removal and restoration along with traffic control, and other items of restoration.

INSTRUCTIONS TO BIDDERS:

1. **A PRE-BID** will be held by ***CONFERENCE CALL ONLY*** on **April 26, 2023, at 10:30 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 1-217-451-0100. When prompted please enter the passcode 665140.**

2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**

3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**

4. Plans and specifications are **available for viewing** at the following locations:
   - **Decaturblueplans.com**
   - **City of Decatur, Engineering Division**
     1 Gary K Anderson Plaza
     Decatur, IL 62523

5. The City of Decatur hereinafter referred to as "City" or "Owner", will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available after the award of a contract has been approved by the City of Decatur's City Council, on the City's web site at: https://www.decaturil.gov/departments/public-works/contractor-project-bid-information/ and Decatur Blue Print's web site at www.decaturblue.com.

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6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.

7. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the period during which the work is performed, as determined by the Illinois Department of Labor.

8. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.

9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:

   1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

   (2) Eighteen percent (18%) of the total hours worked should be performed by minority workers.

   All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation is included in the Project Manual and to be submitted with the bid proposal.

REJECTION OF BIDS:

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for bidders. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

April 19, 2023	Matthew C. Newell, PE
Date Advertised	Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2023 Miscellaneous Sanitary & Storm Sewer Improvement Project**

City Project No.: **2023-09**

Owner: City of Decatur, Illinois

The Owner invites bids on the forms included as part of this Document to be submitted at such time and place as is stated in the Advertisement for Bids. All blanks in the Bid Proposal must be appropriately filled in with typewriter or ink. **It is the sole responsibility of the Bidder to see that the bid is received in proper time to be date, time stamped, and initialed by the Purchasing Agent or designee.**

The Owner may consider non-conforming any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 45 days after the actual day of the opening thereof.

Each bid must be submitted in a sealed envelope clearly bearing, on the outside, the following information:

1. The name of the Bidder,
2. The Bidder's address,
3. The name of the project along with the project number for which the bid is submitted,

The bid documents will be submitted to the **Purchasing Division, City of Decatur, # 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.**

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.

2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, or designee and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened.

5. All bidders who desire to be present at the bid opening may wait in the Civic Center first floor meeting room.

At the time of the opening of bids, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid. The Bidder is to confirm the completeness of the Bid Documents. If the Bidder determines their Bid Documents are incomplete or irregular it is the Bidders responsibility to bring this fact to the attention of the City Engineer.

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

The submitted bid must not contain erasures, corrections or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections or changes are authenticated by affixing in the margin immediately opposite the erasure, correction or change, the initials of the person who signed the bid or the initials of such other person as may be authorized by the Bidder to make erasures, corrections or changes in the bid, and said authorization must be evidenced by written confirmations, executed by the person authorized to sign the initial bid, attached to the bid at the time of submittal.

Each bid must be submitted on the Bid Proposal provided and must be signed by the Bidder or their duly authorized agent. All blank spaces for bid prices must be filled in, in ink or typewritten, IN BOTH WORDS AND NUMBERS where called for in the Bid Proposal. If there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended bid prices, the unit cost shall be the governing number and the total price or prices will be adjusted as necessary.

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and to the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

INFORMATION FOR BIDDERS

The Owner will make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur," Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, and other items required by the Conditions and Specifications governing the work. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

The successful Bidder, upon Bidder's failure or refusal to execute and deliver the Contract and bonds required within (10) consecutive calendar days from and including the date the Bidder has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidation of damages done for such failure or refusal, the security deposited with their bid. Notice of the Owner's intent shall either be hand delivered by the Owner to the Bidder's address, as given on the Contract Documents, or mailed to such address, first class, United States mail, return receipt requested. Delivery or mailing of said notice to said address shall constitute the notice herein required without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform himself fully of the conditions and specifications relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The quantities appearing in the bid proposal are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The proposed quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

INFORMATION FOR BIDDERS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Paul Caswell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, notification will be e-mailed to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Addenda may also be viewed on Decatur Blue Print's website at www.DecaturBlue.com.

The City of Decatur maintains City project information on the City's web site at https://www.decaturil.gov/departments/public-works/contractor-project-bid-information/. It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site and at www.DecaturBlue.com for the status of the particular project they are interested in bidding prior to turning in bids.

The successful Bidder, upon award of a Contract, shall commence work on the date specified in the "Notice to Proceed" and shall substantially complete all work in accordance with the time allocated in the contract. Should the Contractor fail to substantially complete all work in the allotted time period, liquidated damages shall be assessed as outlined in the General Conditions.

Attention of the bidders is directed to the arrangement and contents of the contract documents and Specifications with reference to the project. One extra bid form is included, detached from the remainder of the contract documents. Such detached bid may be completed and submitted as the Contractor's bid.

INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

I. Description of the Minority Participation Goals Program:

A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**

1. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
2. Minority workers should perform **18%** of the total hours worked.

B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.

C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of $50,000.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.

III. Waiver:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request**.

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting and minority participation, will be provided through **reporting forms submitted monthly to the City of Decatur.**

VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

A. Ensuring non-discrimination in the award and administration of City public works contracts;
B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
D. Promoting the use of MBE and minority workers in City public works projects;
E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

A. MINORITY: For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
B. MINORITY BUSINESS ENTERPRISE (MBE): A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.

D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
   i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
   ii. Outreach and recruitment efforts of and to MBEs and minority workers;
   iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
   iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
   v. Negotiating in good faith with MBEs and firms that employ minority workers;
   vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
   vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
   viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
   ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;

xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, his designee, or third party contractor, shall:

i. Administer and enforce the provisions of this Article;

ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

ii. Assess a fine or penalty not to exceed $2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

END OF
INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS

BID PROPOSAL

RETURN WITH BID

For Construction of: **2023 Miscellaneous Sanitary & Storm Sewer Improvement**

City Project No.: **2023-09**

Owner: **City of Decatur, Illinois**

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions effecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids. **For this project, quantities have been estimated to cover potential rapid response work and additional work that may be necessary through June 1, 2024. The listed quantities are estimates of needed work over that time period and will not be exact.**

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

BID PROPOSAL

RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

BID PROPOSAL

RETURN WITH BID

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
#1	4/28/23	SE

The undersigned Bidder expressly agrees to the following provisions:

A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.

B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).

C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed $ 5,000.

	SUBCONTRACTOR	TYPE OF WORK
1.	Loyalty Services	trucking
2.	Hardsurfacing	concrete
3.	Dunn	asphalt
4.		

RETURN WITH BID

DATE May 4th **, 2023**

(If an Individual)
Signature of Bidder _____ (SEAL)

Tax ID #: _____

Business Address &
E-mail Address _____

_____

(If a Co-Partnership)
Firm Name _____ (SEAL)

By: _____

Business Address &
E-mail Addresses _____

_____

Names of All Members of
Firm _____

_____

(If a Corporation)
Corporate Name Entler Excavating Co. Inc (SEAL)

By: _____
Vice-President

Business Address &
E-mail Addresses 819 N. Sunnyside Rd. Decatur IL 62522

karenentlerexc@gmail.com

Names of Officers

Stuart Entler
President

Stuart Entler
Secretary

Stuart Entler
Treasurer

Attest: _____
Secretary

BID PROPOSAL

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2023 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROEJCT
CITY PROJECT 2023-09

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20800150	TRENCH BACKFILL	CU YD	850	56.93	48390.50
21400100	GRADING & SHAPING DITCHES	FOOT	50	5.75	287.50
25000100	SEEDING, CLASS 1	SQ YD	1,500	3.17	4755.00
25100105	MULCH, METHOD 1	SQ YD	1,500	3.17	4755.00
25100630	EROSION CONTROL BLANKET	SQ YD	50	6.33	316.50
25200100	SODDING	SQ YD	25	30.00	750.00
28000510	INLET PROTECTION	EACH	5	1.27	6.35
28000900	FENCE (EROSION CONTROL)	FOOT	50	5.75	287.50
40800010	BITUMINOUS MATERIALS (PRIME COAT)	GAL	50	23.00	1150.00
40800040	INCIDENTAL BITUMINOUS SURFACING	TON	45	522.00	23490.00
42000300	PORTLAND CEMENT CONCRETE PAVEMENT, 8 INCH	SQ YD	100	107.53	10753.00
42000301	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 8 INCH	SQ YD	250	18.98	4745.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	50	107.53	5376.50
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	150	31.63	4744.50
44000100	PAVEMENT REMOVAL	SQ YD	350	25.30	8855.00
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	50	25.30	1265.00
44000600	SIDEWALK REMOVAL	SQ FT	150	6.33	949.50

BID PROPOSAL

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
44001700	COMBINATION CONCRETE CURB AND GUTTER REM. AND REPLACEMENT	FOOT	75	132.83	9962.25
44213200	SAW CUTS	FOOT	1,000	5.50	5500.00
550A0340	STORM SEWERS, CLASS A, TYPE 2, 12 INCH	FOOT	20	171.00	3420.00
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	FOOT	20	194.00	3880.00
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	FOOT	20	222.00	4440.00
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	FOOT	20	234.00	4680.00
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	FOOT	20	309.00	6180.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	100	139.15	13915.00
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	10	5692.50	56925.00
60228120	MANHOLES, SANITARY, 5 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	6957.50	20827.50
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	FOOT	12	632.50	7590.00
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	FOOT	3	759.00	2277.00
60234200	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	EACH	2	3036.00	6072.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	2	3415.50	6831.00
60238700	INLETS, TYPE B, TYPE 1, FRAME AND GRATE	EACH	2	3542.00	7084.00
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	EACH	2	3795.00	7590.00
60255800	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	5	3795.00	18975.00
60255801	MANHOLE TO BE ADJUSTED W/ NEW TYPE 1 FRAME, CLOSED LID, IN PAVEMENT	EACH	5	5060.00	25300.00
67100100	MOBILIZATION	EACH	35	1150.00	40250.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	EACH	20	1150.00	23000.00

BID PROPOSAL

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	_____	_____
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	EACH	10	1725.00	17250.00
Z0001000	SUSPENSION OF WORK	HOUR	30	759.00	22770.00
Z0018900	DOWEL BARS	EACH	100	30.00	3,000.00
Z0059500	SEWER, TYPE 2 & 3, 6 INCH	FOOT	75	156.20	11715.00
Z0059600	SEWER, TYPE 2 & 3, 8 INCH	FOOT	100	213.40	21340.00
Z0059700	SEWER, TYPE 2 & 3, 10 INCH	FOOT	100	225.50	22550.00
Z0059800	SEWER, TYPE 2 & 3, 12 INCH	FOOT	75	238.70	17902.50
Z0059900	SEWER, TYPE 2 & 3, 15 INCH	FOOT	20	264.00	5280.00
Z0059925	SEWER, TYPE 2 & 3, 18 INCH	FOOT	20	278.30	5566.00
Z0059950	SEWER, TYPE 2 & 3, 24 INCH	FOOT	20	309.93	6198.60
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	LSUM	1	$25,000.00	$25,000.00
Z0064600	SELECTIVE CLEARING	ACRE	2.0	5500.00	11000.00
XX000541	EXPLORATORY EXCAVATION	EACH	20	1265.00	25300.00
XX000551	STABILIZED CONSTRUCTION ENTRANCE (6-INCH)	SQ YD	10	200.00	2000.00
XX003424	CONNECT TO EXISTING STRUCTURE	EACH	15	1150.00	17250.00
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	EACH	5	632.50	3162.50
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	EACH	15	1265.00	18975.00
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-10 INCH)	EACH	35	920.00	32200.00
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	EACH	10	1610.00	16100.00

BID PROPOSAL

RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (18-24 INCH)	EACH	2	1700.00	3400.00
XX004209	SANITARY SERVICE CONNECTION	EACH	12	1265.00	15180.00
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	FOOT	20	16.50	330.00
			TOTAL BASE BID		699,045.20

Six hundred ninety-nine thousand forty-five and twenty cents

TOTAL BASE BID (IN WORDS)

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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	5/4/23	Project Title:	2023 Misc. Sanitary & Storm Sewer Improvement
Total Contract Value:	699,045.20	Project Number:	2023-09

Section I: Prime Contractor Information

Prime Contractor: Entler Excavating Co. Inc.
Address: 819 N. Sunnyside Rd. Decatur IL 62522
Phone: 217-428-1865
Contact Person: Stuart Entler
Email: karenentlerex6@gmail.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Loyalty Services	MBE	10000.00	1.43%	Trucking
Hardsurfacing	NON MBE	34469.00	4.5%	Concrete
Dunn Company	NON MBE	24640.00	3%	Asphalt
Totals				

- If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
N/A			
Totals			

- If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial
• If more firms submitted quotes, please copy this form and attach the additional information.		

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Garcia's Sons Const. Co (concrete)	Phone	not bidding - too busy with work
VEYA, Inc (concrete)	Phone	not bidding - too busy with work
AMT Solutions (concrete)	Phone	called - did not submit bid
Loyalty Services (trucking)	Phone	Bidding
Bay's Paving (asphalt)	Phone	not bidding - out of their area
Day's Paving (asphalt)	Phone	called - did not submit bid
D Anderson Contracting (asphalt)	Phone	not interested in bidding - out of their work area.
• If more firms were contacted, please copy this form and attach the additional information.		

Section V:

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.

Signature of Prime Contractor

5/4/2023
Date

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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	5/4/2023	Project Title:	2023 Misc Sanitary & Storm Sewer Impro
		Project Number:	2023-09

Prime Contractor: Entler Excavating Co. Inc.

Address: 819 N. Sunnyside Rd. Decatur IL 62522

Phone: 217-428-1865

Contact Person: Stuart Entler

Email: karenentler@gmail.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☒	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☐	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Signature of Prime Contractor — Date: 5/4/2023

FOR OFFICIAL USE ONLY

☒ APPROVED	☐ DISAPPROVED

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☒	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Public Works Director — Date: 5-5-23

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

RETURN WITH BID FOR EACH MBE SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	5/4/2023	Project Title:	2023 Misc. Sanitary & Storm Sewer Improv
Total Contract Value:	699,045.20	Project Number:	2023-09

Section I: Minority Business Enterprise (MBE)Information

Name: Loyalty Services LLC

Address: 3722 Tulane
Decatur IL 62522

Phone: 217-853-2204

Contact Person: Jeff Rhodes

Email:

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking	10000.00	1.430

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
x [signature]	Stuart Entler
Title	**Date**
President	5/4/23

Minority Business Enterprise Signature	Print
Jeff Rhodes	Jeff Rhodes
Title	**Date**
Owner	5/4/23

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Illinois

COUNTY OF Macon

Stuart Entler, being first duly sworn, deposes and says that they are President (sole owner, partner, president, secretary, etc.) of Entler Excavating Co. Inc., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.

Signed:

X _____
Title President

Subscribed and sworn to before me this 4th day of May, 2023.

(SEAL)

OFFICIAL SEAL
KAYLA JEAN YETTE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires June 3, 2024

Kayla Jean Yette
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

PREVAILING WAGE REPORTING

RETURN WITH BID

CITY OF DECATUR
NOTICE TO CONTRACTORS
PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("the Department") publishes the prevailing wage rates on its website at http://labor.illinois.gov/. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.

2. Any and all contractors' and subcontractors' bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.

3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.

4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.

5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:

    a. Each worker's name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;

    b. The number of hours worked each day; and,

c. The starting and ending time of work each day.

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.

7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date : 5-5-23

City of Decatur, Illinois

Date: 5/4/2023

X Entler Excavating Co. Inc.

Contractor

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

BOND # **ENTLER5-4-23**

KNOW ALL MEN BY THESE PRESENTS, that we

ENTLER EXCAVATING CO., INC.
819 N Sunnyside Rd Decatur, IL 62522
(Here insert full name ,and address or legal title of Contractor)
as Principal, hereinafter called the Principal, and
Granite Re, Inc.
14001 Quailbrook Dr Oklahoma City, OK 73134
a corporation duly organized under the laws of the State of **MN** as Surety, hereinafter called the Surety, are held and firmly bound unto
City Of Decatur
#1 Gary K. Anderson Plaza Decatur, IL 62523
(Here insert full name ,and address or legal title of Owner)
as Obligee, hereinafter called the Obligee, in the sum of **Ten Percent of Amount Bid**----------Dollars 10.00%%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
2023 Miscellaneous Sanitary & Storm Sewer Improvement Project
(Here insert full name, address and description of project)
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **4th** day of **May, 2023**

Kayla Yetter	**ENTLER EXCAVATING CO., INC.**
(Witness)	(Principal) X (Seal)
	(Title)
Marci Little	**Granite Re, Inc.**
(Witness) Marci Little	(Surety) (Seal)
	Charles R. McQuiggan, Attorney-in-Fact

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEPHEN MCQUIGGAN; HOLLY V. JOHNSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEPHEN MCQUIGGAN; HOLLY V. JOHNSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

State of *Illinois*
County of *Madison*

On this 4th day of, May 2023 before me, Holly V Johnson, a Notary Public within and for the above mentioned county, personally appeared ***Charles R. McQuiggan,*** to me personally known, whom being by me duly sworn he is an ***Attorney-In-Fact*** of:

American Contractors Indemnity Company
Contractors Bonding and Insurance Company
FCCI Insurance Company
Fidelity and Deposit Company of Maryland
Hudson Insurance Company
Granite Re, Inc.
International Fidelity Insurance Company
Hartford Casualty Insurance Company
Lexon Insurance Company
Merchants Bonding Company (Mutual)
Nationwide Mutual Insurance Company
Old Republic Surety Company
Philadelphia Indemnity Insurance Company
RLI Insurance Company
The Ohio Casualty Insurance Company
Travelers Casualty and Surety Company of America
US Specialty Insurance Company
United Casualty and Surety Insurance Company
Western National Mutual Insurance Company
Western Surety Company

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said ***Charles R. McQuiggan***, acknowledged the said instrument to be the free act and deed of the said corporation.

By: *Holly V Johnson*
Notary Public

Official Seal
Holly V Johnson
Notary Public, State of Illinois
My Commission Expires **January 30, 2025**

2023 Miscellaneous Sanitary and Storm Sewer Improvement Project
City Project 2023-09
April 28, 2023

ADDENDUM NO. 1

TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2023 MISCELLANEOUS SANITARY AND STORM SEWER IMPROVEMENT PROJECT
CITY PROJECT 2023-09
DATED APRIL 2023

AD-1-1 NOTICE

1.01 This Addendum No. 1 dated April 28, 2023, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-3 PREBID MEETING MINUTES

3.01 Add the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on April 26, 2023

Please make the proper acknowledgment of **addenda #1** on page **16** of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer: _____ Date: 4/28/2023

Pre-bid Meeting Minutes
for

2023 MISCELLANEOUS SANITARY AND STORM IMPROVEMENT PROJECT

CITY PROJECT 2023-09

Conference Call
10:30 a.m., Wednesday, April 26, 2023.

I. Introduction

Paul Caswell provided introductions

II. Project Review

This work shall consist of making point repairs in the City's storm and sanitary sewer system at various locations around the City including the installation of new manholes as required. This project will perform a majority of the City's rapid response storm and sanitary sewer system repairs through June 1, 2024, along with any additional storm and sanitary sewer repair work identified by the City. The work also includes pavement removal and restoration along with traffic control, and other items of restoration.

III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Handout and Discussion).

A. Policy
The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs.

*The City requires that general contractors show good faith efforts to meet the City's goals of 10% of the project amount be used to hire MBE subcontractors when subcontracting opportunities exist and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprise, **and** 18% total hours are to be worked by minority employees. Note that there are two goals that need to be addressed*

B. Definitions
The Prospective bidders are directed to the attached handout that provides an excerpt of the State's definition of a minority.

C. Project Goals and Good Faith Efforts

1. Subcontracting/Supplier Goal: 10% of total dollar amount should be performed by MBE if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

   a. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. It is expected that a demonstration of "active" and "aggressive" will include actual direct contact with or working with a minority subcontractor in a manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

   b. What is the City's expectation of what will be required to demonstrate a Good Faith Effort?

The City regards a good faith effort, at a minimum, to include direct contacts with 2-3 MBE subcontractors for ***each*** *subcontracting opportunity until the goal is met. The contacts must be with subcontractors that provide the type of work that is being subcontracted. Mass e-mail contacts alone are not considered a good faith effort. Documented follow up requests are required if no response is received. The bidder is to provide all work, all contacts, the method of contact (email, phone, personal, etc.), and the results of each contact.* ***Email requests with no reply or other evidence of direct contact are not considered to be acceptable direct contacts.***

City staff can have no contact with bidders regarding their bid submittal after bids have been opened, so their only opportunity to demonstrate a good faith effort, is to provide all supportive evidence with the bid document. For the benefit of the review that must be conducted by City staff, it is helpful for the bidders to group their direct contacts according to the subcontracting opportunity.

   c. If a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

2. Minority Workers Goal: 18% total hours worked should be performed by minority workers.

   a. The City tracks this goal through forms provided by the City, a copy is located within the special provisions. Prevailing wage reports are not required to be submitted when the Prevailing wage act reporting is provided.

IV. Other Items

Bidders should check Decatur Blueprint's website before submitting a bid to make sure there are no addenda's missing. Only contractors on Decatur Blueprint's plan holder list will get updates on addenda's. You have to purchase the plans to get on their list. Simply downloading a set of plans from the website does not put you on the bidders list.

1. GC-27 Use of Fire Hydrants
   need to use a hydrant meter for any water used other than the first water main flush.

Pre-Bid Sign-In Sheet

2023 Miscellaneous Sanitary & Storm Improvement Project

04/26/2023, Public Works Conference Room

Name --- Email Address	Representing	Phone Number --- Fax Number
1)Jeff Entler	Entler Excavating	217-521-3071
Email: Entler@comcast.net		
2) Tim Boes	EL Pruitt	217-747-5600
Email: tboes@elpruitt.com		
3)		
Email:		
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CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

The "minority person" definition contained in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2 is contained at the back of this handout.

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

A. Ensuring non-discrimination in the award and administration of City public works contracts;
B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
D. Promoting the use of MBE and minority workers in City public works projects;
E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

A. MINORITY: For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
B. MINORITY BUSINESS ENTERPRISE (MBE): A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
C. PUBLIC WORKS CONTRACTS. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.

B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars ($50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.

C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.

D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.

E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.

F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:

   i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
   ii. Outreach and recruitment efforts of and to MBEs and minority workers;
   iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
   iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
   v. Negotiating in good faith with MBEs and firms that employ minority workers;
   vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
   vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
   viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; [This is provided through Prevailing Wage Documentation]

xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.

G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

A. The Public Works Director, his designee, or third party contractor, shall:

i. Administer and enforce the provisions of this Article;

ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.

iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.

iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.

B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:

i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;

ii. Assess a fine or penalty not to exceed $2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;

iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
   i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
   ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.

B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
   i. The project is essential for city operations;
   ii. Emergency circumstances require a waiver;
   iii. Evidence of a good faith effort by the contractor;
   iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/2

(30 ILCS 575/2)

(Section scheduled to be repealed on June 30, 2016)

Sec. 2. Definitions.

(A) For the purpose of this Act, the following terms shall have the following definitions:

(1) "Minority person" shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:

(a) American Indian or Alaska Native (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).

(b) Asian (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).

(c) Black or African American (a person having origins in any of the black racial groups of Africa). Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(d) Hispanic or Latino (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).

(e) Native Hawaiian or Other Pacific Islander (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).

CONTRACT

THIS CONTRACT, made and entered into this 15th day of May, 2023, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Entler Excavating Co., Inc., hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2023 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT, CITY PROJECT 2023-09",** all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.

4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is June 1, 2024.**

5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda No.1, April 28, 2023
General Conditions
Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Supplemental Specifications
Appendix(s)

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

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

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

_____
CITY CLERK

By _____
MAYOR

ENTLER EXCAVATING CO., INC.

_____
SECRETARY (Corporate Seal)

By _____
PRESIDENT

City of Decatur, Illinois

Contract Bond

Project 2023 Miscellaneous Sanitary & Storm Sewer Improvement Project

Project Number 2023-09

We, Entler Excavating, Co. Inc.
819 N. Sunnyside Rd. Decatur. IL. 62522

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the _____ ,

as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

Six Hundred Ninety-Nine Thousand. Ninety and 20/100---------- Dollars ($699,090.20), lawful money of the United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 15th day of May A.D. 2023

PRINCIPAL

Entler Excavating, Co. Inc.
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

_____
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

_____

_____
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ _____
Notary Public **(SEAL)**

SURETY

_____
(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS. **(SEAL)**

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

_____

_____
(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____ _____
Notary Public **(SEAL)**

CITY OF DECATUR

Approved this 15th day of May, A.D. 2023

Attest:

_____
Kim Althoff, City Clerk

City Clerk

City Council
City of Decatur, Illinois

_____
Julie Moore Wolfe, Mayor

GENERAL CONDITIONS

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GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE

The contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of any and all work under this contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the State of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the contract.

Workers' Compensation and Employer's Liability:

Workers compensation insurance shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended.

Employer's Liability	
a. Each Accident	$500,000
b. Disease - policy limit	$500,000
c. Disease - each employee	$500,000

Commercial General Liability:

General Aggregate Limit	$2,000,000
Products - Completed Operations	$2,000,000
Each Occurrence Limit	$1,000,000

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the contractor, subcontractors (if any), broad form property damage, contractual liability and the hazards of explosion, collapse and underground (if appropriate). An Umbrella policy may be used to provide excess limits over underlying policy(ies) to meet the required limits of coverage.

Commercial Automobile Liability:

Bodily Injury & Property Damage Limit Each Occurrence	$1,000,000

The policy shall cover owned, non-owned and hired vehicles.

Certificate:

Upon request the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees; and the Decatur Park District, its officers and employees as an additional insured. 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.

GC-1 CERTIFICATE OF INSURANCE (Continued)

Notice:

It shall be an affirmative obligation upon the contractor to advise the City's Representative at Fax No. (217) 424-2799 or mail to CITY ENGINEER, 1 GARY K. ANDERSON PLAZA, DECATUR, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract.

NOTICE: THIS CONTRACT WILL NOT BE AWARDED UNTIL THE CONTRACTOR HAS PROVIDED THE CITY WITH A CONTRACT PERFORMANCE BOND AND PROOF OF INSURANCE.

GC-2 CLEAN UP

The Contractor shall at all times keep the premises free from accumulations of surplus excavated material, waste material or rubbish caused by their employees or work.

Upon completion of the work, the Contractor shall remove all their rubbish from and about the structures, buildings, and premises, also all their tools, equipment, scaffolding and surplus materials, and shall leave their work clean, ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge cost of removals to the Contractor or separate contractors, if any, in proportion to amounts determined by the Engineer to be just.

GC-3 CONSTRUCTION STAKING

The Engineer shall provide basic line and grade staking for construction. Such basic line and grade shall be limited in general to:

(1) not more than two base lines (generally perpendicular to each other) and one bench mark for a building, a plant site or a major structure; and

(2) centerline stakes and offset grade stakes, where applicable, at all changes in direction, manhole location, special structure, or similar critical location, together with bench marks, as may be necessary, along the line of work for utility distribution and transmission lines.

Any additional (detailed) construction staking shall be provided by the Contractor, who shall be fully responsible for transfer of data from the basic lines and grades provided by the Engineer. Detailed construction staking shall generally include such items as slope stakes, intermediate centerline stakes, additional offset grade stakes and similar work. The Contractor shall also be responsible for setting of all offsets, lines, string lines, reference points, reference grades, and similar control data required to execute the work under this contract.

The Contractor shall furnish all marking paint, stakes, hubs, lath or similar materials necessary for additional (detailed) construction staking, and shall provide manual assistance (rodmen) to assist the Engineer in checking or confirming the detailed staking, to whatever extent the Engineer deems necessary. Such checking, or the absence of it, by the Engineer shall in no way relieve the Contractor from full responsibility for the accuracy and adequacy of the detailed construction staking.

All costs of materials and labor occasioned by the Contractor's responsibilities as listed above, shall be borne by the Contractor and shall be included in the respective bid prices of the various items work.

GC-4 CONTRACT WARRANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

GC-5 CONTRACTOR AVAILABILITY

At all times when work is being performed (by Contractor himself or subcontractor), the prime Contractor shall have on the job site someone in their direct employ who is capable of meeting with the Engineer and making decisions. If authorized by the Engineer, this condition may be satisfied by having a telephone number or someone who satisfies the above requirements.

GC-6 COORDINATION

Cooperation between the Contractor, City and Property Owners is imperative. The responsibility and cost to maintain access is borne by the Contractor. The costs for temporary walks and driveways if necessary are to be incidental to the related bid items unless specifically paid as a separate item.

GC-7 DUST CONTROL

As a part of their construction obligation, the Contractor shall make every reasonable effort to control dust throughout the construction area. Dirt, sand or other materials scattered over traveled areas shall be disposed of by sweeping, flushing or other appropriate measure. Temporary surfacing shall be continually maintained to avoid loose materials or dust pockets.

GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES

The quantities for this job are estimates only. These estimated quantities are used for establishing unit prices. The City reserves the right to increase, decrease, or omit any of the estimated quantities in this project. No additional compensation will be allowed for these changes.

GC-9 FAIR EMPLOYMENT PRACTICES

The Contractor and all subcontractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause as contained in the Special Conditions of the Contract.

The Contractor and all subcontractors are to make a good faith effort to comply with the Minority Participation Goals set forth in Section 28-10 of the City Code. Documentation is to be provided on all good faith efforts to comply with the participation goals.

GC-10 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City of Decatur, and its officers and its employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the negligent acts, errors or omissions of the Contractor, any Subcontractor of the Contractor, or any officer employee or agent of the Contractor. The obligations of this Section shall not apply to damages which the City of Decatur shall become liable by final judgment to pay to a third party as the result of the negligent act, error or omission of the City of Decatur, its officers, employees or agent of the City of Decatur.

GC-11 INSPECTION

The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated in the work and he shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All costs connected with the furnishing and testing of samples will be borne by the Contractor. Independent testing laboratories may be used provided they meet the approval of the City.

GC-12 LANE CLOSURE PERMITS

It is the Contractor's responsibility to obtain all necessary lane closure permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GC-13 LOCATION OF UTILITIES

Prior to commencing construction, the Contractor shall contact JULIE (1-800-892-0123), and those agencies listed below to secure utility locations and data:

City of Decatur	(JULIE Member)
Ameren Illinois	(JULIE Member)
AT&T	(JULIE Member)
Comcast	(JULIE Member)

GC-13 LOCATION OF UTILITIES (Continued)

The Contractor shall be held responsible for protecting all utilities and in the event the contractor damages any of them, they shall be replaced by the Contractor to the satisfaction of the utility owner at their own expense.

GC-14 MEASUREMENT AND PAYMENT

Payment shall be made only for those items listed in the Schedule of Prices in the Contractor's proposal, except as extra work may be directed by the Engineer, in writing, during construction. Miscellaneous items of work not specifically listed in the Contractor's proposal shall be considered incidental to the contract work and the cost thereof shall be included in the appropriate contract bid item.

GC-15 METHOD OF PAYMENT

Requests for partial payment may be submitted in writing by the Contractor to the Engineer, generally on a monthly basis. Requests shall make an approximate estimate of the materials in place complete, the amount of work performed, and the value thereof, at the contract unit prices. Copies of the certified payroll for employees of the Contractor and for the respective subcontractors should be submitted on request. Copies of the invoices for materials and equipment actually on the job site for which payment is requested by the Contractor shall be included in the request.

Payments by the City will be equal to the approved partial payment amount, less retainage in accordance with Section 109.07 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 1997. Retainage will be released to the Contractor upon satisfactory completion of the work and shall be used for necessary adjustments to the pay schedule which may result from irregularities, substitutions or changes.

The City will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than $500.00. Retainage will be released to the Contractor upon satisfactory completion of the work and shall be used for necessary adjustments to the pay schedule which may result from irregularities, substitutions or changes.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

GC-16 PERMITS

It is the Contractor's responsibility to obtain all necessary permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GC-17 DOCUMENTATION OF EXISTING CONDITIONS

The Contractor shall provide DVD or Digital video of existing facilities along the route or area of all construction, prior to the start of such construction. Construction of this facility will generally be along street right-of-way containing trees, bushes, fences, driveways and similar items. Special attention shall be given to coverage of the entire easement and immediate adjacent areas which might be disturbed during construction.

The video shall be adequate to serve as a basis for comparison in determining whether the terms of the specifications with respect to replacements, restoration and/or preservation of existing surfaces have been complied with. One print of the video taken shall be given to the Engineer for his files. The cost for this item shall be included in the respective prices for the various items of work.

GC-18 PREVAILING WAGE RATES

The Contractor shall supply the Engineer with weekly certified copies of the payroll for both the prime Contractor and their subcontractors and further comply with all State and Local rules and policies regarding Prevailing Wages. The Engineer will monitor the payroll for compliance with the applicable "prevailing wage rates" as required by the Special Conditions of this contract.

GC-19 PROJECT MAINTENANCE

Should the City become aware of an unsafe condition existing within the scope of this project, the City will attempt to contact the Contractor to resolve the unsafe condition. However, if the City is unable to contact the Contractor's designated representative or if the Contractor fails to respond within a reasonable period, the City will perform the necessary operations and the cost for labor, equipment and materials will be deducted from the contract.

GC-20 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

GC-21 SAFETY

The Contractor shall be responsible for the safety of all persons on the work, and shall exercise all necessary precautions and furnish necessary material to provide for the safety and protection of all persons on the work. The Contractor shall comply with the safety provisions of applicable building codes, Municipal, County, State and Federal, and provisions of the Occupational Safety and Health Act of 1970, and the standards established thereunder.

The Contractor is solely responsible for any and all procedures, methods, structures or equipment submitted or employed. The acceptance thereof shall not in any manner relieve the Contractor of any liability whatsoever on account of any procedures or methods employed by them, or due to any failure or movement of any structures or equipment furnished by them.

GC-22 SCHEDULE NOTIFICATION

It shall be the responsibility of the Contractor to notify the Engineering Division, in writing, of the schedule of street closures for the following week. The Engineering Division will notify the local media and return a copy of the permit and media release to the Contractor.

This work shall be considered as incidental to the contract and no additional compensation will be allowed.

GC-23 TAXES

Pursuant to Department of Revenue, Illinois Retailer's Occupation Tax Rule 15(4), sales of materials for incorporation into Owner's real estate are exempt from retailer's occupation tax and use tax. However, sales of tools, fuel, lumber for forms, and other end use or consumption items which are not incorporated into Owner's real estate are taxable sales.

GC-24 TRENCH AND EXCAVATION SAFETY

The Contractor will comply with all Federal, State and City laws, regulations and procedures governing trench and excavation safety. In no case will trench / excavation protection be less than the standards and regulations established by the "Department of Labor, Occupational Safety and Health Administration 29 CFR Part 1926, Occupational Safety and Health Standards - Excavations; Final Rule."

For trench depths of 5 feet or more, the Contractor shall provide trench protection accordance with the applicable standards and regulations cited. Prior to the commencement of any excavation or trenching activity with anticipated depths of 5 feet or more, the Contractor shall provide to the Engineer, in writing, his procedures for fulfilling the safety requirements for trench / excavation protection. The written statement will include the name and credentials of the competent person, employed by the contractor, who is responsible for trench / excavation safety on the job site.

GC-25 USE OF FIRE HYDRANTS

Prior to any use of fire hydrants by the Contractor, a permit shall be obtained from the Water Services Division in accordance with Sections 20 and 23 of Chapter 64 of the City Code. Water Services Division is located at 2600 North Jasper Street; phone 217-875-5705. The permit will be issued at no charge to the Contractor.

GC-26 TERMINATION FOR PUBLIC CONVENIENCE

The City may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either City or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, cessation of funding from third parties and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When contracts, or any portion thereof, are definitely terminated or cancelled, and the Contractor released before all items of work included in his/her contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified for partially completed items, and no claims for loss of anticipated profits will be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained by the Contractor for the work, that have been inspected, tested and accepted by the Engineer, and that are not incorporated in the work may, at the option of the Engineer, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of a contract, as stated above will not relieve the Contractor or his/her surety of the responsibility of replacing defective work as required by the contract."

END OF GENERAL CONDITIONS

SPECIAL CONDITIONS

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SC-1 PREVAILING WAGE RATES

The Contractor and all subcontractor(s) shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works. Attached is a copy of current Prevailing Wage Rates posted for Macon County

Macon County Prevailing Wage Rates posted on 4/3/2023

						Overtime								
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins
ASBESTOS ABT-GEN	All	BLD		33.00	34.25	1.5	1.5	2.0	2.0	7.25	20.18	0.00	0.90	
ASBESTOS ABT-MEC	All	BLD		33.70	34.70	1.5	1.5	2.0	2.0	9.95	6.25	0.00	0.50	
BOILERMAKER	All	BLD		41.50	45.00	1.5	1.5	2.0	2.0	7.07	26.56	0.00	1.06	
BRICK MASON	All	BLD		35.61	37.39	1.5	1.5	2.0	2.0	9.05	16.05	0.00	0.91	
CARPENTER	All	BLD		34.31	36.56	1.5	1.5	2.0	2.0	9.25	20.75	0.00	0.78	
CARPENTER	All	HWY		36.75	38.50	1.5	1.5	2.0	2.0	9.25	20.75	0.00	0.75	
CEMENT MASON	All	BLD		33.55	34.80	1.5	1.5	2.0	2.0	7.25	19.72	0.00	0.67	
CEMENT MASON	All	HWY		33.42	35.92	1.5	1.5	2.0	2.0	7.25	19.26	0.00	0.67	
CERAMIC TILE FINISHER	All	BLD		33.17	33.17	1.5	1.5	2.0	2.0	9.25	12.70	0.00	0.50	
ELECTRIC PWR EQMT OP	All	ALL		50.97	60.48	1.5	1.5	2.0	2.0	8.53	14.27	0.00	0.76	
ELECTRIC PWR GRNDMAN	All	ALL		34.63	60.48	1.5	1.5	2.0	2.0	8.04	9.70	0.00	0.52	
ELECTRIC PWR LINEMAN	All	ALL		56.74	60.48	1.5	1.5	2.0	2.0	8.70	15.88	0.00	0.85	
ELECTRIC PWR TRK DRV	All	ALL		36.35	60.48	1.5	1.5	2.0	2.0	8.09	10.18	0.00	0.54	
ELECTRICIAN	All	BLD		41.00	45.10	1.5	1.5	2.0	2.0	7.93	12.13	0.00	0.62	
ELECTRONIC SYSTEM TECH	All	BLD		37.50	40.50	1.5	1.5	2.0	2.0	7.75	8.95	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		53.26	59.92	2.0	2.0	2.0	2.0	16.07	20.56	4.26	0.70	
GLAZIER	All	BLD		37.95	39.95	1.5	1.5	2.0	2.0	7.45	12.57	0.00	0.68	
HEAT/FROST INSULATOR	All	BLD		41.13	42.13	1.5	1.5	2.0	2.0	11.24	13.35	0.00	0.95	
IRON WORKER	E	ALL		35.50	37.50	1.5	1.5	2.0	2.0	11.74	15.00	0.00	1.11	
IRON WORKER	W	BLD		34.35	36.35	1.5	1.5	2.0	2.0	10.55	17.62	0.00	1.00	
IRON WORKER	W	HWY		35.84	37.59	1.5	1.5	2.0	2.0	10.55	19.09	0.00	1.00	
LABORER	All	BLD		30.00	31.25	1.5	1.5	2.0	1.5	7.25	20.18	0.00	0.80	
LABORER	All	HWY		31.25	32.25	1.5	1.5	2.0	2.0	7.25	22.15	0.00	0.80	
LATHER	All	BLD		34.31	36.56	1.5	1.5	2.0	2.0	9.25	20.75	0.00	0.78	
MACHINIST	All	BLD		53.18	57.18	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		33.17	33.17	1.5	1.5	2.0	2.0	9.25	12.70	0.00	0.50	
MARBLE MASON	All	BLD		34.69	34.69	1.5	1.5	2.0	2.0	9.25	12.70	0.00	0.50	
MILLWRIGHT	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	9.25	20.94	0.00	0.78	
MILLWRIGHT	All	HWY		38.82	40.57	1.5	1.5	2.0	2.0	9.25	21.71	0.00	0.75	
OPERATING ENGINEER	All	BLD	1	39.41	41.02	1.5	1.5	2.0	2.0	11.70	14.05	0.00	2.50	
OPERATING ENGINEER	All	BLD	2	36.88	41.02	1.5	1.5	2.0	2.0	11.70	14.05	0.00	2.50	

OPERATING ENGINEER	All	BLD	3	33.00	41.02	1.5	1.5	2.0	2.0	11.70	14.05	0.00	2.50	
OPERATING ENGINEER	All	BLD	4	41.02	41.02	1.5	1.5	2.0	2.0	11.70	14.05	0.00	2.50	
OPERATING ENGINEER	All	HWY	1	46.71		1.5	1.5	2.0	2.0	11.70	14.05	0.00	2.50	
OPERATING ENGINEER	All	HWY	2	41.55		1.5	1.5	2.0	2.0	11.70	14.05	0.00	2.50	
OPERATING ENGINEER	All	HWY	3	33.60		1.5	1.5	2.0	2.0	11.70	14.05	0.00	2.50	
OPERATING ENGINEER	All	HWY	4	48.26		1.5	1.5	2.0	2.0	11.70	14.05	0.00	2.50	
OPERATING ENGINEER	All	O&C		37.37		1.5	1.5	2.0	2.0	11.70	14.05	0.00	2.50	
PAINTER	All	ALL		30.75	32.25	1.5	1.5	2.0	2.0	7.25	15.50	0.00	0.70	
PAINTER OVER 30 FT.	All	ALL		31.75	33.25	1.5	1.5	2.0	2.0	7.25	15.50	0.00	0.70	
PAINTER PWR EQMT	All	ALL		31.50	33.00	1.5	1.5	2.0	2.0	7.25	15.50	0.00	0.70	
PILEDRIVER	All	BLD		35.31	37.56	1.5	1.5	2.0	2.0	9.25	20.75	0.00	0.78	
PILEDRIVER	All	HWY		36.75	38.50	1.5	1.5	2.0	2.0	9.25	20.75	0.00	0.75	
PIPEFITTER	All	BLD		41.10	45.10	1.5	1.5	2.0	2.0	9.25	13.11	0.00	1.30	
PLASTERER	All	BLD		31.70	33.70	1.5	1.5	2.0	2.0	9.00	22.93	0.00	0.90	
PLUMBER	All	BLD		41.10	45.10	1.5	1.5	2.0	2.0	9.25	13.11	0.00	1.30	
ROOFER	All	BLD		32.07	36.84	1.5	1.5	2.0	2.0	11.95	11.65	0.00	0.91	
SHEETMETAL WORKER	All	BLD		36.19	39.19	1.5	1.5	2.0	2.0	10.05	16.34	0.00	0.90	1.89
SPRINKLER FITTER	All	BLD		47.09	50.09	1.5	1.5	2.0	2.0	11.45	14.92	0.00	0.52	
STONE MASON	All	BLD		35.61	37.39	1.5	1.5	2.0	2.0	9.05	16.05	0.00	0.91	
TERRAZZO FINISHER	All	BLD		33.17	33.17	1.5	1.5	2.0	2.0	9.25	12.70	0.00	0.50	
TERRAZZO MASON	All	BLD		34.69	34.69	1.5	1.5	2.0	2.0	9.25	12.70	0.00	0.50	
TILE MASON	All	BLD		34.69	34.69	1.5	1.5	2.0	2.0	9.25	12.70	0.00	0.50	
TRUCK DRIVER	All	ALL	1	41.00	45.36	1.5	1.5	2.0	2.0	14.69	7.43	0.00	0.25	
TRUCK DRIVER	All	ALL	2	41.58	45.36	1.5	1.5	2.0	2.0	14.69	7.43	0.00	0.25	
TRUCK DRIVER	All	ALL	3	41.90	45.36	1.5	1.5	2.0	2.0	14.69	7.43	0.00	0.25	
TRUCK DRIVER	All	ALL	4	42.25	45.36	1.5	1.5	2.0	2.0	14.69	7.43	0.00	0.25	
TRUCK DRIVER	All	ALL	5	43.36	45.36	1.5	1.5	2.0	2.0	14.69	7.43	0.00	0.25	
TRUCK DRIVER	All	O&C	1	32.80	36.29	1.5	1.5	2.0	2.0	14.69	7.43	0.00	0.25	
TRUCK DRIVER	All	O&C	2	33.26	36.29	1.5	1.5	2.0	2.0	14.69	7.43	0.00	0.25	
TRUCK DRIVER	All	O&C	3	33.52	36.29	1.5	1.5	2.0	2.0	14.69	7.43	0.00	0.25	
TRUCK DRIVER	All	O&C	4	33.80	36.29	1.5	1.5	2.0	2.0	14.69	7.43	0.00	0.25	
TRUCK DRIVER	All	O&C	5	34.69	36.29	1.5	1.5	2.0	2.0	14.69	7.43	0.00	0.25	
TUCKPOINTER	All	BLD		35.61	37.39	1.5	1.5	2.0	2.0	9.05	16.05	0.00	0.91	

Legend
Rg Region

SPECIAL CONDITIONS

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations MACON COUNTY

IRON WORKERS (WEST) - West of a straight line just east of Route 51 to the southeast corner where Shelby, Macon and Moultrie counties meet.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type-autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu. yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*. CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck-Mounted Crane; Tower Crane.

*Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEER - OIL AND CHIP RESEALING ONLY.

This shall encompass the operation of all motorized heavy equipment used in oil and chip resealing, including but not limited to

operating self-propelled chip spreaders, and all types of rollers (both hard and rubber tired); and other duties pertaining to the operation or maintenance of heavy equipment related to oil & chip resealing.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

SC-2 FAIR EMPLOYMENT PRACTICES

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 thereunder.

SC-2 FAIR EMPLOYMENT PRACTICES (Continued)

(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 herewith. 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.

SC-3 MINORITY PARTICIPATION WORKSHEET

CITY OF DECATUR
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

City of Decatur
Minority Participation Worksheet

Return with Pay Estimate

Check Appropriate Block

☐ Prime Contractor
☐ Subcontractor

Pay Estimate Period: _____

Company: _____
Address: _____
Project Title: _____
Project Number: _____

Job Categories	Current						Previous		To Date		
	Male		Female		Current Totals		Totals From Previous Pay Periods		Totals To Date		
	Count	Hours Worked	Count	Hours Worked	Count	Hours Worked	Previous Count	Previous Hours Worked	Count To Date	Hours Worked To Date	%
Black or African American											
Asian											
American Indian / Alaskan Native											
Hispanic or Latino											
Native Hawaiian or other Pacific Islander											
White											
Total											
Total Minority											

Prepared by: *(Signature and Title of Contractor's Representative)* Date:

Reviewed by: *(Signature of City Project Manager)* Date:

Printed 7/29/2022 Page 1 of 1 Minority Participation Worksheet (Rev. 07/29/22)

END OF SPECIAL CONDITIONS

Project Name: 2023 Miscellaneous Sanitary and Storm Sewer Improvement Pro

Project Number: 2023-09

Bid Date: May 4, 2023

Time: 10:00 A.M.

Fund: Sewer and Storm Capital

Organization Code: 79487906, 78487806
Object Code: 489030, 489040

Engineer's Estimate

City Engineering Division

Entlers Excavating Co,. Inc.
819 N. Sunnyside Rd.
Decatur, IL 62522

Stuart Entler-President

Ph: 217 428 1865

Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	850	CU YD	$55.00	$46,750.00	$56.93	$48,390.50
21400100	GRADING & SHAPING DITCHES	50	FOOT	$10.00	$500.00	$5.75	$287.50
25000100	SEEDING, CLASS 1	1,500	SQ YD	$3.00	$4,500.00	$3.17	$4,755.00
25100105	MULCH, METHOD 1	1,500	SQ YD	$3.00	$4,500.00	$3.17	$4,755.00
25100630	EROSION CONTROL BLANKET	50	SQ YD	$8.00	$400.00	$6.33	$316.50
25200100	SODDING	25	SQ YD	$35.00	$875.00	$30.00	$750.00
28000510	INLET PROTECTION	5	EACH	$50.00	$250.00	$1.27	$6.35
28000900	FENCE (EROSION CONTROL)	50	FOOT	$7.50	$375.00	$5.75	$287.50
40800010	BITUMINOUS MATERIALS (PRIME COAT)	50	GAL	$15.50	$775.00	$23.00	$1,150.00
40800040	INCIDENTAL BITUMINOUS SURFACING	45	TON	$525.00	$23,625.00	$522.00	$23,490.00
42000300	PORTLAND CEMENT CONCRETE PAVEMENT, 8 INCH	100	SQ YD	$115.00	$11,500.00	$107.53	$10,753.00
42000301	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 8 INCH	250	SQ YD	$25.00	$6,250.00	$18.98	$4,745.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	50	SQ YD	$125.00	$6,250.00	$107.53	$5,376.50
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	150	SQ FT	$32.50	$4,875.00	$31.63	$4,744.50
44000100	PAVEMENT REMOVAL	350	SQ YD	$27.50	$9,625.00	$25.30	$8,855.00
44000200	DRIVEWAY PAVEMENT REMOVAL	50	SQ YD	$27.50	$1,375.00	$25.30	$1,265.00
44000600	SIDEWALK REMOVAL	150	SQ FT	$8.00	$1,200.00	$6.33	$949.50
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	75	FOOT	$135.00	$10,125.00	$132.83	$9,962.25
44213200	SAW CUTS	1,000	FOOT	$7.50	$7,500.00	$5.50	$5,500.00
550A0340	STORM SEWERS, CLASS A, TYPE 2, 12 INCH	20	FOOT	$175.00	$3,500.00	$171.00	$3,420.00
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	20	FOOT	$200.00	$4,000.00	$194.00	$3,880.00
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	20	FOOT	$225.00	$4,500.00	$222.00	$4,440.00
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	20	FOOT	$340.00	$6,800.00	$234.00	$4,680.00
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	20	FOOT	$315.00	$6,300.00	$309.00	$6,180.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	100	CU YD	$135.00	$13,500.00	$139.15	$13,915.00
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	10	EACH	$5,500.00	$55,000.00	$5,692.50	$56,925.00
60228120	MANHOLES, SANITARY, 5 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	3	EACH	$6,500.00	$19,500.00	$6,957.50	$20,872.50
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	12	FOOT	$610.00	$7,320.00	$632.50	$7,590.00
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	3	FOOT	$720.00	$2,160.00	$759.00	$2,277.00
60234200	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	2	EACH	$2,750.00	$5,500.00	$3,036.00	$6,072.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	2	EACH	$3,100.00	$6,200.00	$3,415.50	$6,831.00
60238700	INLETS, TYPE B, TYPE 1 FRAME AND GRATE	2	EACH	$3,200.00	$6,400.00	$3,542.00	$7,084.00
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	2	EACH	$3,400.00	$6,800.00	$3,795.00	$7,590.00
60255800	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	5	EACH	$3,400.00	$17,000.00	$3,795.00	$18,975.00
60255801	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID, IN PAVEMENT	5	EACH	$4,500.00	$22,500.00	$5,060.00	$25,300.00
67100100	MOBILIZATION	35	EACH	$1,500.00	$52,500.00	$1,150.00	$40,250.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	20	EACH	$1,250.00	$25,000.00	$1,150.00	$23,000.00
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	10	EACH	$2,250.00	$22,500.00	$1,725.00	$17,250.00
Z0001000	SUSPENSION OF WORK	30	HOUR	$700.00	$21,000.00	$759.00	$22,770.00
Z0018900	DOWEL BARS	100	EACH	$30.00	$3,000.00	$30.00	$3,000.00
Z0059500	SEWER, TYPE 2 & 3, 6 INCH	75	FOOT	$145.00	$10,875.00	$156.20	$11,715.00
Z0059600	SEWER, TYPE2 & 3, 8 INCH	100	FOOT	$195.00	$19,500.00	$213.40	$21,340.00
Z0059700	SEWER, TYPE 2 & 3, 10 INCH	100	FOOT	$205.00	$20,500.00	$225.50	$22,550.00
Z0059800	SEWER, TYPE 2 & 3, 12 INCH	75	FOOT	$220.00	$16,500.00	$238.70	$17,902.50
Z0059900	SEWER, TYPE 2 & 3, 15 INCH	20	FOOT	$240.00	$4,800.00	$264.00	$5,280.00
Z0059925	SEWER, TYPE 2 & 3, 18 INCH	20	FOOT	$255.00	$5,100.00	$278.30	$5,566.00
Z0059950	SEWER, TYPE 2 & 3, 24 INCH	20	FOOT	$290.00	$5,800.00	$309.93	$6,198.60
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	L SUM	$25,000.00	$25,000.00	$25,000.00	$25,000.00
Z0064600	SELECTIVE CLEARING	2.0	ACRE	$5,500.00	$11,000.00	$5,500.00	$11,000.00

Project Name: 2023 Miscellaneous Sanitary and Storm Sewer Improvement Pro Project Number: 2023-09 Bid Date: May 4, 2023 Time: 10:00 A.M. Fund: Sewer and Storm Capital Organization Code: 79487906, 78487806 Object Code: 489030, 489040				Engineer's Estimate City Engineering Division		Entlers Excavating Co,. Inc. 819 N. Sunnyside Rd. Decatur, IL 62522 Stuart Entler-President Ph: 217 428 1865	
Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total
XX000541	EXPLORATORY EXCAVATION	20	EACH	$1,100.00	$22,000.00	$1,265.00	$25,300.00
XX000551	STABILIZED CONSTRUCTION ENTRANCE (6-INCH)	10	SQ YD	$90.00	$900.00	$200.00	$2,000.00
XX003424	CONNECT TO EXISTING STRUCTURE	15	EACH	$1,250.00	$18,750.00	$1,150.00	$17,250.00
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	5	EACH	$600.00	$3,000.00	$632.50	$3,162.50
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	15	EACH	$1,200.00	$18,000.00	$1,265.00	$18,975.00
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-10 Inch)	35	EACH	$900.00	$31,500.00	$920.00	$32,200.00
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	10	EACH	$1,700.00	$17,000.00	$1,610.00	$16,100.00
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (8-24 INCH)	2	EACH	$2,000.00	$4,000.00	$1,700.00	$3,400.00
XX004209	SANITARY SERVICE CONNECTION	12	EACH	$1,250.00	$15,000.00	$1,265.00	$15,180.00
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	20	FOOT	$40.00	$800.00	$16.50	$330.00
	TOTAL BIDS (AS CORRECTED) Percent Over Under ENGINEER'S ESTIMATE				$702,255.00		$699,090.20 -0.45%

Paul E. Caswell, P.E., City Engineer

5/5/2023
Date

DATE: 5/5/2023

MEMO: 2023-47

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Scot Wrighton, City Manager**
Matt Newell, Public Works Director
Jessica Coleman, Chief Procurement Officer

SUBJECT: Resolution Accepting Woody's Municipal Supply Co. Quote to Upfit Eight (8) Dump Trucks

SUMMARY RECOMMENDATION:
Staff recommends awarding the following resolution:
Resolution accepting the quote of Woody's Municipal Supply Co. for $791,679.50 to Upfit six (6) Single Axle Snowplow Dump Trucks at $97,005.25 each and two (2) Tandem Axle Snowplow Dump Trucks at $97,325.00 each along with an additional $14,998.00 for a new Brine System on one of the trucks.

BACKGROUND:
The Municipal Services Division has requested New Upfitting Equipment for the 2022 & 2023 chassis trucks which have been approved by Council. Dump trucks are ordered in two parts: the chassis, and the dumb bed, plow, salt spreader, etc. During supply line issues in 2022, the long delivery schedule made some vendors reluctant to provide a quote for the upfit that might have to stand for over 12-18 months before the truck was delivered. Some of the trucks are now being delivered earlier than expected and the interested vendors contacted were willing to lock into an upfit price.

Competitive quotes were solicited from area upfitters; the quote by Woody's Municipal Supply Co. is low and appears to be reasonable for the work required. They have completed other upfitting work for the City of Decatur with excellent results.

Vendor	Quote
Woody's Municipal Supply	**$791,679.50**
Rahn Equipment	**$870,584.00**
Koenig Body	**No Bid**

DISPOSAL OF VEHICLES: The replacement dump trucks will be stored at the Municipal Services Center until sold.

LEGAL REVIEW: There are no contracts for legal to review.

PRIOR COUNCIL ACTION: None

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Paul Caswell will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS: Funding for this expenditure is provided in the FY2023 Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting Woody's Municipal Supply Co. to Upfit Eight (8) Dump Trucks	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING WOODY'S MUNICIPAL SUPPLY CO. QUOTE TO UPFIT EIGHT (8) DUMP TRUCKS

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

Section 1. That the Woody's Municipal Supply Co. quote received for the upfit of eight (8) dump trucks, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Woody's Municipal Supply Co., in the amount of $791,679.50, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Woody's Municipal Supply Co., for their quote price of $791,679.50.

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

PRESENTED and ADOPTED this 15th day of May 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

Woody's
Municipal Supply Co.

Quote

April 22, 2023

City of Decatur
2600 N Jasper
Decatur, IL 62526
217-875-5718
Attn: Chris Bergschneider

QUOTE FOR A GALION 12'- 9.4-9.96 YARD DUMP BODY WITH THE BELOW LISTED OPTIONS:

- 7 guage Stainless steel body with 3/8 AR450 Floor
- 36" 7 GA-Stainless Steel sides
- 58" 7 GA-Stainless Steel front
- 38 "7 GA-Stainless Steel 6 Panel vertical tailgate
- ½ x 84" 7 GA-Stainless Steel Cab Protector
- Full depth rear post
- Full depth rear bolster
- Box top rail
- Crossmemberless
- 10' I Beam
- 11" formed longsills
- 'V' Horizontal Side Bracing
- 9" Radius-Side to floor
- Folding ladder on driver side
- Tarp rail
- 2 ovals in rear post, mounted high
- Center board pocket
- Shovel bracket on front drivers side of bed
- Gripstrut step on front drivers side
- 97 DB back up alarm
- Telescopic Hoist model G4-110-5-3 double acting with fully greaseable hinge
- Rigid mudflaps in front and rubber behind wheels
- High Vis reflective tape

HYDRAULICS:

- Hot shift PTO transmission mounted
- Cable controls for dump body and plow
- 30-gallon reservoir
- The piston pump (load sensing type)
- Freedom 2.1 Spreader Control for spreader
- Snow plow cushion valve

PO Box 432
Edwardsville IL, 62025

Phone 618-656-6404
Fax 618-656-6105

www.WoodysMunicipal.com

Woody's
Municipal Supply Co.

Quote

LIGHTING:

- Two 15" led mini light bar mounted on an action bar on cab roof
- LED Strobe lights in rear corner posts
- LED stop, turn, tail lights in rear corner posts
- Truck-lite sealed wiring system
- All electrical functions operated by a 6 lighted switch panel
- Wiring through conduit
- LED Snowplow lights mounted on the hood
- LED Spreader work light

SNOW EQUIPMENT / MISCELLANEOUS:

- Henke FPH Flat Plate Snowplow Hitch
- Henke 42R10 10' 42" poly snow plow
- Snow Wheel System included (rubber wheels)
- Stucchi 4 bank quick connect system
- Water sealed junction box for wiring
- 7 way power plug for trailer wiring.
- Pintle Hitch 25 ton with 2 d-rings
- FLINK VCT-11DDS4 8" tailgate spreader
- Hydraulic quick disconnects on rear passenger side for spreader
- Low oil light with buzzer for hydraulics
- Pre wet system with 65 gallon tank included

Total Truck Package Price in Stainless Steel: $97.005.25

_____ _____

Signature for approval *Date*

Quote good for 30 days

PO Box 432
Edwardsville IL, 62025

Phone 618-656-6404
Fax 618-656-6105

www.WoodysMunicipal.com

Woody's
Municipal Supply Co.

Quote

March 29, 2023

City of Decatur
2600 N Jasper
Decatur, IL 62526
217-875-5718
Attn: Chris Bergschneider

QUOTE FOR A GALION 14'- 13.8-14.4 YARD DUMP BODY WITH THE BELOW LISTED OPTIONS:

- 7 guage Stainless steel body with 3/8 AR450 Floor
- 46" 7 GA-Stainless Steel sides
- 58" 7 GA-Stainless Steel front
- 48 "7 GA-Stainless Steel 9 Panel vertical tailgate
- ½ x 84" 7 GA-Stainless Steel Cab Protector
- Full depth rear post
- Full depth rear bolster
- Box top rail
- Crossmemberless
- 10' I Beam
- 11" formed longsills
- 'V' Horizontal Side Bracing
- 9" Radius-Side to floor
- Folding ladder on driver side
- Tarp rail
- 2 ovals in rear post, mounted high
- Center board pocket
- Shovel bracket on front drivers side of bed
- Gripstrut step on front drivers side
- 97 DB back up alarm
- Telescopic Hoist model FD63119 single acting with fully greaseable hinge
- Rigid mudflaps in front and rubber behind wheels
- High Vis reflective tape

HYDRAULICS:

- Hot shift PTO transmission mounted
- Cable controls for dump body and plow
- 30-gallon reservoir
- The piston pump (load sensing type)
- Freedom 2.2 Spreader Control with touch screen for spreader and Brine System
- Snow plow cushion valve

PO Box 432
Edwardsville IL, 62025

Phone 618-656-6404
Fax 618-656-6105

www.WoodysMunicipal.com

Woody's
Municipal Supply Co.

Quote

LIGHTING:

- Two 15" led mini light bar mounted on an action bar on cab roof
- LED Strobe lights in rear corner posts
- LED stop, turn, tail lights in rear corner posts
- Truck-lite sealed wiring system
- Wiring through conduit
- LED Snowplow lights mounted on the hood
- LED Spreader work light

SNOW EQUIPMENT / MISCELLANEOUS:

- Henke FPH Flat Plate Snowplow Hitch
- Henke 42R11 11' 42" poly snow plow
- Snow Wheel System included (rubber wheels)
- Stucchi 4 bank quick connect system
- Water sealed junction box for wiring
- 7 way power plug for trailer wiring.
- Pintle Hitch 25 ton with 2 d-rings
- HiWay SA6 tailgate spreader
- Hydraulic quick disconnects on rear passenger side for spreader
- Low oil light with buzzer for hydraulics
- Aero Electric Tarp System

Total Truck Package Price in Stainless Steel: $97,325.00
Optional Brine System: $14,998.00

_____ _____

Signature for approval ***Date***

Quote good for 30 days

PO Box 432
Edwardsville IL, 62025

Phone 618-656-6404
Fax 618-656-6105

www.WoodysMunicipal.com

DATE: 5/5/2023

MEMO: 2023-48

TO: **Honorable Mayor Julie Moore Wolfe and City Council Members**

FROM: **Scot Wrighton, City Manager**
Matt Newell, Public Works Director
Jessica Coleman, Chief Procurement Officer

SUBJECT:
Resolution Accepting the Sourcewell Bid to Key Equipment & Supply Co. for the Purchase of One (1) 2023 Elgin Pelican Street Sweeper.

SUMMARY RECOMMENDATION:
Staff recommends awarding a Sourcewell Contract #093021-ELG in the amount of $263,896.00 to Key Equipment and Supply Co. for one (1) 2023 Elgin Pelican Street Sweeper.

BACKGROUND:
The City of Decatur Municipal Services Division has requested one (1) new street sweeper to replace One (1) 2016 Global Street Sweeper due to age and condition.

The City proposes to use a Sourcewell quote for the Elgin Pelican Street Sweeper. Sourcewell is a cooperative purchasing organization that works with local and State governments to competitively solicit bids on various items. The City is a member of Source-well and has used their bid prices numerous times.

The sweeper being replaced is: #288 2016 Global M3 Street Sweeper with 6696 hours.
The replacement Sweeper is estimated to be delivered in approximately 180 days.

DISPOSAL OF REPLACED UNITS: The replaced sweeper will be used as a trade in toward the cost of the new sweeper.

LEGAL REVIEW: There are no contracts for Legal to review.

PRIOR COUNCIL ACTION:
None

OTHER BIDDERS: None.

INPUT FROM OTHER SOURCES:
Fleet Maintenance wrote bid specifications based Municipal Services Division requirements.

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Paul Caswell will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS: Funding for the expenditure has been included in the FY 2023 approved Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Sourcewell Bid of Key Equipment & Supply Co. for the Purchase of One (1) 2023 Elgin Pelican Street Sweeper	Resolution Letter

RESOLUTION NO. _____

RESOLUTION ACCEPTING THE SOURCEWELL BID TO KEY EQUIPMENT AND SUPPLY CO. FOR THE PURCHASE OF ONE (1) 2023 ELGIN PELICAN STREET SWEEPER

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

Section 1. That the Sourcewell Bid to Key Equipment and Supply Co. quote received for one (1) 2023 Elgin Pelican Street Sweeper, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Key Equipment and Supply Co., in the amount of $263,896.00, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Key Equipment and Supply Co., for their quote price of $263,896.00.

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

PRESENTED and ADOPTED this 15th day of May 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

KEY EQUIPMENT® & SUPPLY CO.

Presents a Sourcewell Contract Proposal

for the

ELGIN Built for clean. Backed for life.

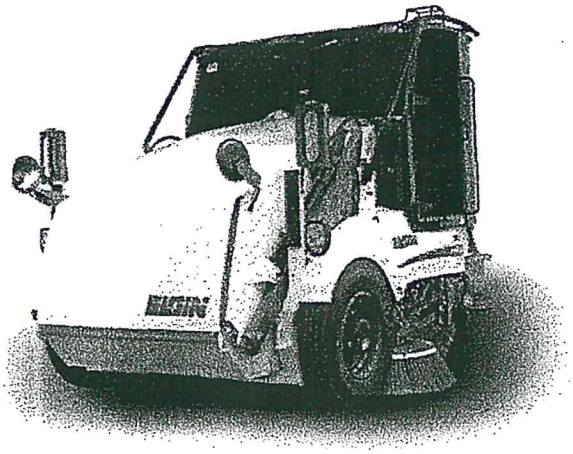
Pelican NP Dual

New Pelican NP Three Wheel Mechanical Street Sweeper with Dual Side Brooms and Belt Conveyor

for

CITY OF DECATUR ILLINOIS

City of Decatur
2600 N Jasper St.
Decatur, IL 62526
Chris Bergschneider, Fleet Supervisor



April 25, 2023

PRODUCT DESCRIPTION

· Dual steer & gutter brooms, hydraulically driven, Tier 4F JD 4045TF low emission diesel engine, hydrostatic drive and steering, chassis and wheels powder coated standard white

STANDARD FEATURES

· Air cleaner, two-stage, dry type with restriction indicator
· Air Conditioner
· Alternator, 120 amp
· Anti Siphon water fill
· Automatic engine shutdown (oil pressure/engine temperature)
· Automatic pickup in reverse
· B20 biodiesel compatible
· Back up alarm, electric
· Battery, maintenance free
· Brakes, power
· Broom, main, hydraulically suspended
· Broom, main, in cab pressure control
· Broom, main, prefab, disposable
· Broom, side broom, hydraulically suspended
· Broom, side broom, in cab pressure control
· Broom Measurement Ruler
· Bumper pads, front jack
· Coolant recovery system
· Doors, see through glass, prop-able
· Electronic Throttle
· Engine, hour meter
· Gauges & Warning lights: engine oil temperature, engine oil pressure, fuel level, speedometer & odometer w/trip set
· Fenders, over front wheels
· Flushing system for hopper/conveyor
· Fuel tank, 35 gallons
· Fuel Water separator with indicator light
· Heater, pressurizer with filtered air, defroster
· Hose, hydrant fill, 16' 8" with coupling
· Light, spotlight, adjustable, one per side broom
· Lights, 2 combination, tail/stop lights
· Lights, headlights, multiple beam
· Lights, low water light
· Low Hydraulic Warning
· Main broom controls in cab
· Manuals, operator, and parts
· Mirror, inside rear view
· Mirrors, outside, front mounted 6-inch fisheyes
· Mirrors, outside, front post mounted, west coast type, one each side
· Parking brake with interlock
· Rear Camera & in cab monitor
· Return to sweep feature
· Seat Belts (both sides for dual)
· Seats, extra wide cordura suspension seats with arm rests
· Signals, self-canceling directional with hazard switch
· Sprung guide wheel, heavy duty
· Steering wheel, tilt and telescoping
· Sun visors
· Tachometer, diesel engine

- Tires, tubeless radials
- Tow loops, four
- Water tank, fill gauge
- Water tank, molded polyethylene: 220-gallon total capacity
- Wheels, dual guide
- Wheels painted grey
- Window, opening front opera
- Windshield washer
- Windshield wipers with intermittent setting
- Windshield, tinted
- Steel Bristles with Polyethylene Sidebroom Segments
- Rubber Dirt Shoes
- Sweeper Painted Standard White
- Red Logo
- 1 Year Parts and Labor Warranty
- Sweeper - Operator Manual
- Sweeper Parts Manual
- John Deere Operator Manual
- John Deere Parts Manual

ADDITIONAL FEATURES

- Sidebroom Tilt Option Right Hand Including Indicator
- Sidebroom Tilt Option Left Hand Including Indicator
- Strip Main Broom (URB) - Center Sweep
- Lower Conveyor Cleanout
- (2) LED Cab Forward Facing Flood Lights w/Existing Light Bar
- Midwest Autolube industrial grease system
- Engine Pre-Cleaner
- Hydraulic Level Shutdown
- Hydraulic Temperature Shutdown
- LED Stop/Tail/Turn
- LED Lights on Battery Cover
- Lighting Package 7:
  Two LED Strobes w/Guard + Four Roof Mounted Sweep Flashers
- LED Arrowstick
- (2) Mirrors Heated & Motorized
- AM/FM/CD With (2) Map Lights
- Right Hand Limb Guard
- Left Hand Limb Guard

Sourcewell
Awarded Contract

New 2023 Elgin Pelican:	**$290,550.00**
Sourcewell Contract # 093021-ELG Discount:	**-$8,654.00**
Trade in allowance for (1) Global M3 sweeper	**-21,500.00**
Freight, PDI and training:	**$3,500.00**
2023 Sourcewell contract Price:	**$263,896.00**

Proposal date: 4/25/23
Sourcewell price is valid until 5/30/23.

This proposal becomes a contract for delivery and payment of the merchandise listed above when signed by the customer or one of its officers.

Customer Name_____ PO# _____

By_____ Date_____

City of Decatur, IL Sourcewell member number # 66300

Brad Franklin
Territory Manager
Key Equipment & Supply Co.
1315 Ottis St
Springfield, IL 62702

DATE: 5/8/2023

MEMO: 2023-46

TO: **Honorable Mayor Julie Moore Wolfe and City Council**

FROM: **Scot Wrighton, City Manager**
Matt Newell, P.E., Public Works Director

SUBJECT:
Resolution Authorizing a Stipulated Agreement Concerning Safety Improvements at the At-Grade Crossing with the Decatur and Eastern Illinois Railroad at Airport Road

SUMMARY RECOMMENDATION:
It is recommended that the City Council approve the following Resolution authorizing Stipulated Agreement 2277 between the Illinois Commerce Commission (ICC), Decatur and Eastern Illinois Railroad (DREI), the City of Decatur, and the Illinois Department of Transportation (IDOT) to complete safety improvements at the Airport Road highway-rail grade crossing with the DREI railroad tracks.

BACKGROUND:
The Illinois Commerce Commission has evaluated the at-grade crossing with the DREI Railroad at Airport Rd (see attached location map) and has recommended safety improvements to include the installation of warning lights and gates at the railroad's intersection with Airport Rd. The crossing is currently controlled only with warning lights. The railroad improvements of the warning lights and gates installation will be owned and maintained by the railroad however the installation of the gates require the center median to be widened.

The City has been working with IDOT to pave Airport Rd at its intersection with Rt 36 and IL 121 under IDOT's project to improve Route 121. The work will also make the necessary improvement to the median to allow for the gates and provide all required pavement markings. Completing as one project will provide the most cohesive and cost effective project. By this Stipulated Agreement, the City will be reimbursed for the work to widen the median completed as part of the State project.

LEGAL REVIEW: Legal reviewed the agreement on May 2, 2023.

PRIOR COUNCIL ACTION:
February 21, 2023 – City Council approved Resolution R2023-34 & R2023-35 authorizing an Agreement with the Illinois Department of Transportation to improve IL 121 (Mt Zion Rd) from its intersection with US 36 and Airport Rd to the edge of City Limits. The agreement included the provisions to include the work required by the stipulated agreement.

POTENTIAL OBJECTIONS: There are no known objections to the Stipulated Agreement.

INPUT FROM OTHER SOURCES: Illinois Commerce Commission, Decatur and Eastern Illinois Railroad and the Illinois Department of Transportation.

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

BUDGET/TIME IMPLICATIONS:
Budget Impact: No budget impact for the estimated $83,000, the work will be 100% refunded by ICC. IDOT however estimated this work to be $25,000 in the City/State agreement. The agreement has provisions that the City will approve supplemental resolutions as required for the City's portion of work. A future resolution is expected based on the final as-built cost.

Staffing Impact: Staff time has been allocated for this work.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Stipulated Agreement Concerning Safety Improvements at the At-Grade Crossing with Decatur and Eastern Illinois Railroad at Airport Road	Resolution Letter
Location Map	Backup Material

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A STIPULATED AGREEMENT CONCERNING SAFETY IMPROVEMENTS AT THE AT-GRADE CROSSING WITH THE DECATUR AND EASTERN ILLINOIS RAILROAD AT AIRPORT ROAD

WHEREAS, the City of Decatur has entered into a Stipulated Agreement No. 2277 with the Illinois Commerce Commission (ICC), Decatur and Eastern Illinois Railroad and Illinois Department of Transportation (IDOT) for the safety improvements to the Airport Road **(AAR/DOT #154635E, railroad milepost BD-273.08)** highway-rail grade crossing of Decatur and Eastern Illinois Railroad's track in Decatur, Macon County, Illinois.

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

Section 1. That the Agreement presented to the City Council herewith between the City of Decatur, the Illinois Commerce Commission, Decatur and Eastern Illinois Railroad, and the Illinois Department of Transportation regarding the safety improvements to the Airport Road highway-rail grade crossing of the Decatur and Eastern Illinois Railroad track in Decatur, Illinois, as Exhibit 1 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, seal and attest said Agreement on behalf of the City.

PRESENTED and ADOPTED this 15th day of May 2023.

_____

Julie Moore-Wolfe, Mayor

ATTEST:

_____

Kim Althoff, City Clerk

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 2277

This Agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission (Commission), the Decatur & Eastern Illinois Railroad (DREI or Company), the City of Decatur (City), and the State of Illinois, Department of Transportation (Department or IDOT).

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through staff evaluation that inquiry should be made into the matter of improving public safety at the Airport Road highway-rail grade crossing of the Decatur & Eastern Illinois Railroad's track in Decatur, Macon County, Illinois, designated as crossing AAR/DOT #154635E, railroad milepost BD-273.08; and

WHEREAS, proper investigation has been made of the circumstances surrounding the subject crossing by a representative of the Commission's Transportation Division Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to this Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish proposed improvements to the crossing upon determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law, 625 ILCS 5/18(c)-7401, requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the traveling public the Grade Crossing Protection Fund (GCPF) of the Motor Fuel Tax Law (MFT) be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the following improvements in the interest of public safety at the aforesaid crossing should be:

(a) Installation of new cantilever and standard automatic flashing light signals and gates with bells, controlled by constant warning time circuitry, equipped with an event recorder and a remote monitoring system, and designed for a minimum simultaneous preemption time of 27 seconds, by the Company.

(b) Installation of a railroad interconnect cable from the railroad crossing controller unit inside the new railroad crossing signal bungalow to a junction box mounted on the outside of the new railroad crossing signal bungalow, by the Company.

[Note: The junction box shall be securely locked with a padlock provided by the Company.]

(c) Installation of a railroad interconnect cable from the junction box mounted on the outside of the new railroad crossing signal bungalow to the existing traffic signal controller unit inside the existing traffic signal control cabinet, by IDOT or its designee.

[Note: The railroad interconnect cable shall be a three-conductor stranded #14 copper cable in a clear polyester binder, shielded with #36 AWG tinned copper braid with 85% coverage, and insulated with .016" polyethylene (black, blue, red). The jacket shall be black 0.045 PVC or polyethylene. Or, if that cable is no longer available, the alternative shall be a No. 16 AWG, 3 Pair Communication Cable, in accordance with Article 1076.04 of latest version of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.]

(d) Rehabilitation of the highway approaches under the City's jurisdiction in order to widen the center median to accept a new standard signal/gate unit in the median, and to meet the minimum requirements of 92 Ill. Adm. Code 1535.204 (Exhibit C), by the City or its designee.

(e) Renewal of the railroad advance warning pavement markings ("RXR"), stop bars, and cross-hatching on the highway approaches under the City's jurisdiction, in accordance with the minimum requirements of 92 Ill. Adm. Code 1535.310 (Exhibit C1) and the most current revision of the Manual on Uniform Traffic Control Devices (MUTCD), by the City or its designee.

Section 3 The Company has provided a preliminary "order of magnitude" cost estimate (Exhibit B) for the installation of automatic flashing light signals and gates and installation of a railroad interconnect cable from the railroad crossing controller unit inside the new railroad crossing signal bungalow to a junction box mounted on the outside of the new railroad crossing signal bungalow. The Company shall, upon issuance of a Commission Order, according to the requirements contained therein, prepare and submit duplicate copies of detailed drawings, detailed circuit plans, cost estimates and any required specifications for the proposed improvements for the approval of the Commission. The Company agrees that an appropriate time for the submission of plans should be ninety (90) days from the date of a Commission Order approving this Agreement.

The City has completed plans, received IDOT approval, and received a bid of $83,000 (Exhibit B1) for the median widening, grooving, and pavement marking applications on the crossing approaches under the City's jurisdiction. IDOT will pay 100% for the railroad interconnect cable and conduit from the junction box mounted on the outside of the new railroad crossing signal house to the traffic signal controller inside the traffic signal cabinet

Section 4 The Company, the City, and IDOT shall, each, upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, each accomplishing the work with its own forces or appropriate contracted services, and each agrees that an appropriate time for the completion of the proposed improvements should be eighteen (18) months from the date of a Commission Order approving this Agreement.

Section 5 The parties agree that an equitable division of cost for the proposed improvements is as follows:

COST DIVISION TABLE

IMPROVEMENT	EST. COST	GCPF	CITY	COMPANY	IDOT
Install Automatic Flashing Light Signals and Gates, controlled by CWT Circuitry	$506,000	(95%) $480,700[1]	$0	(5%) $25,300[1,2]	$0
Widen Median, Pavement Grooving, Renew "RXR", Cross-hatch, and Stop Bar Pavement Markings on the Highway Approaches Located within City Jurisdiction	$83,000	(100%) $83,000[3]	$0[3,5]	$0	$0
Installation of a railroad interconnect cable from the junction box mounted on the outside of the new railroad crossing signal bungalow to the existing traffic signal controller unit inside the existing traffic signal control cabinet	No estimate required	$0	(0%) $---[4]	$0	(100%) $---[4]
TOTALS	**$589,000**	**$563,700[1,3]**	**$---[3,4,5]**	**$25,300[1,2]**	**$---[4]**

Notes:

[1] Total GCPF assistance for the required automatic warning devices not to exceed $480,700; any installation costs above the total estimated amount of $506,000 will be divided in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission. The reimbursable railroad signal work shall include the Company's installation of railroad interconnect cable from the railroad crossing controller unit inside the new railroad crossing signal bungalow to a locked junction box mounted on the outside of the new railroad crossing signal bungalow

[2] Company responsible for all future operation and maintenance costs associated with the new automatic warning devices and interconnect cable from the back of the junction box into the railroad signal controller.

[3] Total GCPF assistance for the City's median widening, grooving and renewing the "RXR", Cross-hatch and Stop Bar Pavement Markings within City jurisdiction are not to exceed $83,000 combined; any such costs above the total estimated amount of $83,000 will be divided in the same percentages noted above, upon submittal and review of evidence to support the additional cost and subject to approval by the Commission.

[4] City will maintain per an existing traffic system maintenance agreement between the City and IDOT, with IDOT being responsible for reimbursing the City's maintenance costs.

[5] City responsible for all future maintenance costs associated with the highway approaches, medians, "RXR" markings, cross-hatching, and stop bar pavement markings within the City's jurisdiction.

Section 6 The City is financially able and willing to pay a portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution incorporated herein by reference as Exhibit D. The City shall submit a certified copy of their Resolution at the same time as the Execution Page of this Agreement is submitted to the Commission.

Section 7 Special Provisions: Since the highway approach work, median widening, grooving, and pavement marking applications at the crossing will be performed by the City

or its contractor at least partly on the Company's right-of-way, flagging and contractor liability insurance will be required for said work.

The Company is responsible for all future costs associated with the operation and maintenance of the new automatic warning devices in accordance with the following parts of Title 49 - Code of Federal Regulations (CFR): 49 CFR 214 - Railroad Worker Safety; 49 CFR 228 - Hours of Service of Railroad Employees; 49 CFR 233 - Signal Systems Recording Requirements; and, 49 CFR 234 - Grade Crossing Signal System Safety.

The City shall submit any required drawings and specifications for the interconnect cable run to the Commission's Railroad Safety Section and the Illinois Department of Transportation, Region 4 Engineer, District 7 Attn: Joshua Porter, Traffic Signal Systems Engineer, 400 West Wabash, Effingham, IL 62401.

The Company and the City shall each review the Project Manager Information portion of the Project Status Report sheets, attached as Exhibits E and E1, respectively. If any changes are required, the sheets are to be corrected and sent with this executed Agreement.

The Company and the City shall each, at six (6) month intervals from the date of the Commission Order approving this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the Commission, a Project Status Report, attached as Exhibit E (Company) and Exhibit E1 (City) regarding the progress each has made toward completion of the work required by this Agreement. Each Project Status Report shall include the Commission Order's docket number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of the Company and City Project Manager.

All bills for the City's median widening, pavement grooving, and pavement marking applications at the crossing in Section 2 of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Illinois Department of Transportation, Region 4 Engineer, District 7 Attn: Engineer of Local Roads and Streets, 400 West Wabash, Effingham, IL 62401. Upon review and approval of the bills, personnel from District 7 will submit an invoice to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, IL 62764. All bills for the Company's automatic warning devices specified in Section 2 of this Agreement authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit, Bureau of Local Roads and Streets, Illinois Department of Transportation, 2300 S. Dirksen Parkway, Springfield, IL 62764. All bills shall meet the minimum documentation requirements set forth in Section 8 of this Agreement. All bills will be paid in accordance with the State Prompt Payment Act as currently enacted (Illinois Compiled Statutes, 30 ILCS 540/).

The Department shall send a copy of all invoices to the Director of Processing and Information, Transportation Bureau of the Commission. All bills shall be submitted no later than twelve (12) months from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for the project. The final invoice for expenditures from each party shall be clearly marked "Final Invoice". The Department shall not obligate any assistance from the GCPF for the cost of proposed

improvements described in this Agreement without prior approval by the Commission. The Commission shall, at the end of the 12th month from the completion date specified in the Commission Order approving this Agreement, or any Supplemental Order(s) issued for this project, conduct a review to determine if any unused assistance from the GCPF should be de-obligated. Upon completion of the review, the Commission shall notify the Department to de-obligate all residual funds accountable for installation costs for this project. Notification may be by regular mail, electronic mail, fax, or phone.

Section 8 Billing: For all work specified in Section 2 of this Agreement, and authorized by an Order of the Commission, the Company shall assure that sufficient documentation for all bills is made available to the Department. The minimum documentation that must be made available is outlined below:

a) Labor Charges (including additives) - Copies of employee work hours charged to the project.
b) Equipment Rental - Copies of rental agreements for the equipment used, including the rental rate; and the number of hours the equipment was used on the project.
c) Material - An itemized list of all materials purchased and installed at the crossing location. If materials purchased are installed at multiple crossing locations, a notation must be made to identify the crossing location.
d) Engineering - Copies of employee work hours charged to the project.
e) Supervision - Copies of employee work hours charged to the project.
f) Incidental Charges - An itemized list of all incidental charges along with a written explanation of those charges.
g) Service Dates - Invoice shall include the beginning and ending date of the work accomplished for the invoice.
h) Final or Progressive - Each invoice shall be marked as a Progressive or a Final Invoice, as applicable.
i) Reference Numbers - Each invoice shall include the AAR/DOT number, the ICC Order number and the state job number when federal funds are involved.
j) Locations - Each invoice shall show the location, with the street name and AAR/DOT crossing inventory number.
k) Travel – Each invoice shall include copies of all costs incurred, such as lodging, meals, per diem, rates and totals. Rail carriers shall provide an electronic copy of its current Rail Carrier Travel Policy. Reimbursement of travel costs shall be in accordance with State of Illinois travel regulations under 80 Illinois Administrative Code part 3000 and appendices. Any proposal or attempt to use an alternative travel reimbursement method must be reviewed and approved by the Department prior to travel.

Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the Federal Highway Administration. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles, are not eligible for reimbursement on this project. Surcharges will be subject to review and approval by the Department.

Section 9 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated on their respective Execution Pages, attached hereto.

Executed by the Commission this 27th day of April 2023.



Brian Vercruysse
Rail Safety Program Administrator

Illinois Commerce Commission Stipulated Agreement 2277, executed by Commission Staff on April 27, 2023, concerning improvements at the Airport Road highway-rail grade crossing of the Decatur & Eastern Illinois Railroad's track in Decatur, Macon County, Illinois, designated as crossing AAR/DOT #154635E, railroad milepost BD-273.08.

Executed by the City of Decatur this _____day of _____ 2023.

CITY OF DECATUR

By: _____

Illinois Commerce Commission Stipulated Agreement 2277, executed by Commission Staff on April 27, 2023, concerning improvements at the Airport Road highway-rail grade crossing of the Decatur & Eastern Illinois Railroad's track in Decatur, Macon County, Illinois, designated as crossing AAR/DOT #154635E, railroad milepost BD-273.08.

Executed by the Decatur & Eastern Illinois Railroad this _____ day of _____ 2023.

DECATUR & EASTERN ILLINOIS RAILROAD

By:_____

Illinois Commerce Commission Stipulated Agreement 2277, executed by Commission Staff on April 27, 2023, concerning improvements at the Airport Road highway-rail grade crossing of the Decatur & Eastern Illinois Railroad's track in Decatur, Macon County, Illinois, designated as crossing AAR/DOT #154635E, railroad milepost BD-273.08.

Executed by the Illinois Department of Transportation this _____ day of _____ 2023.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____

ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM

GENERAL INFORMATION: See Location Sketch

RAILROAD	Decatur & Eastern Illinois Railroad
USDOT#, MILEPOST	AAR/DOT #154 635E, railroad milepost BD-273.08
STREET, CITY, COUNTY	Airport Road in Decatur, Macon County
JURISDICTION (RDWY)	City of Decatur
LOCATION	Urban, Residential/Commercial
STREET SURFACE	Portland Cement Concrete; Varies 81' to 146.5' ; Fair/Poor Condition

CROSSING DATA: See Location Sketch (Page 3) for roadway profile and track ctrs.

TRACK (NW-SE)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
Track 1	Full Depth Rubber (2021)	108'	Good

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	US 36 – 58' Southwest
TRAFFIC CONTROL	Traffic Signal at US 36 & Airport Rd (Highway-Rail Interconnect)
ADT & SPEED	7,300 ADT @ 30 mph (posted)
TRAFFIC TYPE	Passenger, School Buses, Hazardous Materials, all possible.
ADVANCE WARNING	Yes
PAVEMENT MARKING	Yes (faded*)

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	3/day @ 30 MPH, 0 Switch Movements, Day & Night
PASSENGER TRAFFIC	None
WARNING DEVICES	Automatic Flashing Light Signals (No Gates); Pre-signal Traffic Signal

NOTES:

*The City needs to renew the railroad advance warning pavement markings ("RXR") on the northeast and southwest highway approaches, in accordance with the minimum requirements of 92 Ill. Adm. Code 1535.310 (Exhibit C1) and the most current revision of the Manual on Uniform Traffic Control Devices (MUTCD). The City also needs to renew the pavement cross-hatching and stop bars on the northeast and southwest highway approaches, in accordance with Exhibit C2.

VISIBILITY STUDY: See Location Sketch

Train Speed	30	**MPH**
Roadway Speed	30	**MPH**
Required Stopping Sight Distance (SSD)		
Along Roadway	222	**FEET**
Along Tracks	297	**FEET**
Required Clearing Sight Distance (CSD) (Along Tracks)	721	**FEET**

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE	ok*	*glare from vehicle headlights on US 36 may detract from train headlights in hours of darkness	obstr.	seasonal crops off R.R. R.O.W.
NW	ok*	*same as above	obstr.	seasonal crops off R.R. R.O.W.
SE	ok*	*same as above	obstr.	parallel road – train may be approaching from behind
SW	ok*	*same as above	obstr.	parallel road – train may be approaching from behind

*Note: Automatic flashing light signals and gates (AFLS&G) eliminate the need to satisfy minimum Sight Distance criteria.

APPROACH GRADES: See Location Sketch from 2007 on Page 3.[1]

DIRECTION/South			DIRECTION/North		
DISTANCE (FT)	**ELEVATION (FT)**	**GRADE (%)**	**DISTANCE (FT)**	**ELEVATION (FT)**	**GRADE (%)**
25	99.4	-2.4%	25	100.1	-0.4%
50	98.7	-2.8%	50	100.1	0.0%

Distance measured from outermost rail.

COMMENTS:

1. Staff recommends that the GCPF refund the City 100% of the costs to widen the median and prepare the highway approaches within the City's jurisdiction for renewed pavement markings and making room for new signals/gates to be installed in the new median, by DREI. The City needs to re-apply the required pavement markings. The City's work shall meet the minimum requirements of 92 Ill. Adm. Code 1535.204 and the latest version of the MUTCD.

2. IDOT will pay 100% of the costs to install the railroad interconnect cable and conduit from the junction box mounted on the outside of the new railroad crossing signal bungalow to the existing traffic signal controller unit. Maintenance costs are covered by an existing agreement between the City and IDOT.

3. Staff recommends that the GCPF refund the DREI 95% of the costs to design and install the new automatic flashing light signals with gates (AFLS&G). Staff recommends DREI be responsible for the remaining 5%, as well as all costs and responsibilities for operation and maintenance of the AFLS&G.



NOTE: ALL MEASUREMENTS ARE IN FEET

DOT/AAR Inventory #: 154635E

Location: Macon Co., In Decatur, IL

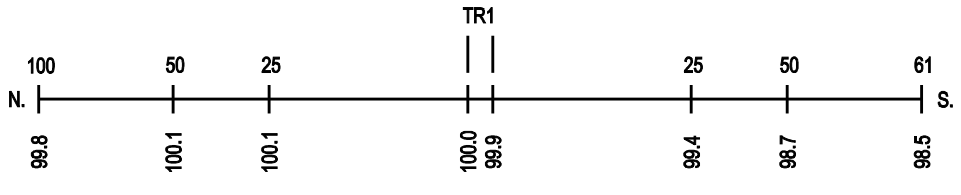
Lat/Long: 39° 49' 17"/-88° 52' 42"

Railroad Milepost - Line: 273.08-C

Crossing Angle (Deg.): 70

Crossing Width (By Track): 108.0

Number of Tracks: 1



ROAD PROFILE

ZZ

SCALE IN FEET

100 50 0 100

Engineer's Estimate

Railroad Signal Division

1308 N. Walnut Street, Pittsburg, KS 66762
Ph: (620) 231-6420 www.cdl-electric.com

PROPOSAL SUBMITTED TO: Decatur & Eastern Illinois Railroad (DREI)	PHONE: DATE: (217) 424-0823 February 28, 2019
STREET: 600 N. Stone Street	JOB NAME: S. Airport Road, Decatur, IL (154 635 E)
CITY, STATE and ZIP CODE: Decatur, IL 62521	JOB NUMBER: RRP-600

RRP-600, DREI – S. Airport Road, Decatur, IL (154 635 E)

C.D.L. Electric, Incorporated is pleased to provide an estimated price, to be used for funding and planning purposes, for a new automatic railroad/roadway grade crossing warning system at the location identified above. Included in the estimated price are the design, material procurement, and installation services required to complete the system. Material will include a pre-wired and tested control shelter with prediction type circuitry for train detection using uni-directional units for the approach circuits and a separate DC circuit for the island, a monitoring device, new gate signal assemblies, cantilever assemblies, 12" LED lights, insulated rail joints, stand-by batteries, foundations, underground cables, rail bonds, and other necessary items to install the new system. Please refer to the accompanying material list that indicates the major items we included in the estimated price for this location. Conduits under road and tracks would be included and installed as required. Additionally, a proper AC electric service would also be included. Upon completion of the warning system installation, dress stone and grass seed would be placed to finish the final grade. The system would also include a feature for traffic signal pre-emption. A terminal box would be mounted on edge of the railroad's right-of-way to serve as an access point for the road authority to interface with the warning system.

Any overhead or underground utilities that could interfere with the installation or proper operation of the signal system would need to be relocated at the expense of others. C.D.L. Electric, Incorporated would not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location. The estimated price does not include replacement of any asphalt or concrete that may be required to remove and/or install the proposed signal assembly.

We are pleased to provide an estimate to furnish material and labor – complete in accordance with above specifications, for the estimated sum of: $506,000.00. Estimated price does not include any sales tax for materials or services.

Five Hundred Six Thousand, and no/100 ($506,000.00)

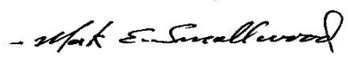
Please Note the following:

1. The estimated price is valid for 180 days from the date listed. Beyond 180 days, price is subject to change.
2. Typical Payment Terms: Net Due 30 Days from Invoice Date
3. This Estimate may be withdrawn by us if not accepted within 180 days
4. If traffic control for the public roadway, other than typical "Crew Working" type signage is mandated by a third party, then other charges may apply
5. Commercial AC power, 220/240volt single phase, must be readily available within 75' of proposed instrument house location
6. Relocation of any overhead or underground utilities that may conflict with the items we've identified as necessary for the new railroad/roadway warning system is to be performed by others as their expense prior to the arrival of our materials and crew
7. When required, insulated rail material installation is to be performed by others at their expense
8. Estimated price reflects multiple crew mobilizations of 3 or less
9. Temporary warning devices for road construction phases has not been factored into the estimated price
10. Roadway medians would need to be reconstructed by others to allow proper roadway clearances of gates
11. Installation of traffic signal devices on any railroad warning assemblies is not included in the estimated price
12. Calculations of additional warning time for traffic signal pre-emption feature is to be prepared by a state registered Professional Engineer and presented in written form prior to start of project. Total warning time of system presented in this estimate must not exceed 50 seconds
13. Refer to the accompanying material list that identifies the major items we included in the estimated price

Continued on next page

RRP-600, DREI – S. Airport Road, Decatur, IL (154 635 E)

Authorized Signature:



Mark E. Smallwood
Senior Project Manager

mark.smallwood@cdl-electric.com
(502) 618-2165

Control Shelter	**QTY**	**U/M**
HSE 6X6 AL W/HTR – WIRED WITH FOLLOWING ITEMS:	1	Each
PROTECTOR SURGE 120/240V W/IND	1	Each
PREDICTOR UNIT DBL. TRACK REDUNDANT (2 – UNI)	1	Each
ASSY BSA-6	1	Each
DC CONVERTER	1	Each
RELAY, VITAL PLUG-IN W/ BASE AND E-POST	2	Each
SOLID-STATE CROSSING CONTROLLER	2	Each
SURGE PANEL FOR CROSSING CONTROLLER	2	Each
CHARGER 20A 12V CRAGG 20ETC12V	1	Each
CHARGER 40A 12V CRAGG 40ETC12V	1	Each
PROT AC LINE 230V SP20-1B	1	Each
ASSEMBLY, 4 POST TERMINALBLOCK	1	Lot
ASSY AGA-1	1	Lot
ASSY AGE-1	1	Lot
ASSY AGE-2 HD	1	Lot
MONITORING/RECORDING DEVICE – EXT. TRANSMIT	1	Each
TRANSFORMER, 110/24V ISO VPS24-7300	1	Each
NARROW BAND SHUNT	2	Each
LIGHT POWER OFF LED W/WAGO CON	2	Each
MISC. SHOP WIRING MATERIAL	1	Lot
Field Material & Signals		
FOUND SIGNAL 48"H 11/11/16" GALV STL	4	Each
FOUNDATION FORM, CANTILEVER SGL 4-BOLT	2	Each
GATE SIG ASSY. W/CWT M/SB/2L W/ 12" LED & 24 V GATE HTR.	4	Each
CANTILEVER ASSEMBLY W/ 12” LED LIGHTS & SIGNS	2	Each
GATE KEEPER SK1000-2W DUAL DIR	4	Each
HIGH WIND BKT W/5"HDW	4	Each
GATEARM W/ 3 SET LED LIGHT	4	Each
SIGN XING S-F HI 5"MTG “RR XING”	2	Each
BELL ELECTRONIC CROSSING 4/5"	2	Each

Continued on next page

RRP-600, DREI – S. Airport Road, Decatur, IL (154 635 E)

CABLE UG 3 COND AC POWER	1	Lot
CABLE UG 7 COND #6 AWG SOLID	1	Lot
CABLE UG 7 COND #14 AWG SOLID	1	Lot
WIRE UG TRK #6 AWG DUPLEX	1	Lot
BATT GNB 50G15 1 CELL	7	Each
BATT GNB 50G11 1 CELL	6	Each
ROD 3/4 X 8 NON-SECT COP GRD	4	Each
BOND STRAND 8-STR 3/16" TINNED	1	Lot
BOOTLEG BOND W/COUPLER KIT	1	Lot
WIRE DIESEL 10AWG 2000 VOLTS	800	Foot
PADLOCK, RR STD.	11	Each
SIGN, ENS	4	Each
FIELD TAG KIT	1	Each
RAIL BOND, “CAD-WELD” TYPE	1	Lot
TERMINAL BOX FOR TRAFFIC SIGNAL INTERFACE	1	Each
INSULATED RAIL JOINT – GLUED PLUG TYPE	4	Each
MISC. FIELD MATERIAL	1	Lot
ENGINEERING SERVICES AND CIRCUIT PLANS	1	Lot

Note: Material may be substituted with equivalent or better items

4/24/2023	GCPF ELIGIBLE AIRPORT ROAD COSTS - CITY OF DECATUR JURISDICTION ONLY	
		Airport Road (100% Decatur)
PAY ITEM #	ITEM	COST
40600290	BITUMINOUS MATERIALS (TACK COAT)	
40600990	TEMPORARY RAMP	
40603219	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-9.5 FG, N90	
40604164	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-9.5 MIX "D", N90	
44000159	HOT-MIX ASPHALT SURFACE REMOVAL, 2.5"	
60622800	CONCRETE MEDIAN, TYPE SM-6.12	$ 44,436.70
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	$ 4,744.74
70307100	TEMPORARY PAVEMENT MARKING LETTERS AND SYMBOLS - TYPE IV TAPE	$ 2,917.20
70307120	TEMPORARY PAVEMENT MARKING - LINE 4" - TYPE IV TAPE	$ 3,792.50
70307130	TEMPORARY PAVEMENT MARKING - LINE 6" - TYPE IV TAPE	$ 3,543.48
70307140	TEMPORARY PAVEMENT MARKING - LINE 8" - TYPE IV TAPE	$ 228.48
70307210	TEMPORARY PAVEMENT MARKING - LINE 24" - TYPE IV TAPE	$ 1,296.38
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	$ 1,944.80
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	$ 1,628.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	$ 3,311.88
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	$ 169.68
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	$ 1,399.20
78011000	GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS AND SYMBOLS	$ 1,215.50
78011025	GROOVING FOR RECESSED PAVEMENT MARKING, 5"	$ 1,221.00
78011035	GROOVING FOR RECESSED PAVEMENT MARKING, 7"	$ 1,910.70
78011045	GROOVING FOR RECESSED PAVEMENT MARKING, 9"	$ 114.24
78011125	GROOVING FOR RECESSED PAVEMENT MARKING, 25"	$ 699.60
78100100	RAISED REFLECTIVE PAVEMENT MARKER	$ 1,119.36
78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	$ 596.16
81400730	HANDHOLE, COMPOSITE CONCRETE	
X4402805	ISLAND REMOVAL	$ 5,208.50
X4403300	CONCRETE MEDIAN REMOVAL	$ 987.48
Z0048665	RAILROAD PROTECTIVE LIABILITY INSURANCE	
		$ 82,485.58
		USE $ 83,000.00

Section 1535.204 Grade Line of Highway Approaches

a) Unless the Commission otherwise specifically orders, the grade line of highway approaches to grade crossings hereafter established or substantially reconstructed shall be as follows: From the outer rail of the outermost track coincident with a tangent to the tops of the rails for about 24 inches, thence for a distance of 25 feet ascending or descending at a grade which shall not deviate more than 1% from said tangent, thence to the right-of-way line (and as far beyond as the Commission's control may extend in any case) at a grade not to exceed 5%. Where super-elevated track or tracks make strict compliance with this Section impractical the grade of approaches shall be constructed so as to provide the best vertical alignment under the circumstances with due regard to surface regularity.

b) The width, transverse contour, type of surface or pavement, and other characteristics of each such approach to a grade crossing shall be suitable for the highway and shall in every case conform to the requirements of good practice.

Section 1535.310 Advance Warning Signs and Pavement Markings

a) Railroad Advance Warning Signs

1) The railroad advance warning sign as set forth in MUTCD Section 8B.04 and MUTCD Figure 8B-2 shall be used in advance of every railroad grade crossing, whether marked by crossbucks or equipped with active warning devices, except in the following instances:

A) At a minor siding or spur which is infrequently used and which is guarded by a member of the train crew when in use.

B) In the business districts of cities where the crossings are equipped with active warning devices and the physical conditions are such that even a partially effective display of the sign is impossible.

2) In rural areas advance warning signs shall be located from 400 to 700 feet in advance of the grade crossing on each side thereof, said distance to be governed by prevailing speed of vehicular traffic.

3) On a divided highway, it may be desirable to erect a supplemental sign on the left of the roadway. In residential or business districts where low speeds are prevalent, the sign may be placed a minimum distance of 100 feet from the crossing. If there is a street intersection within 100 feet, an additional sign or signs should be so placed as to warn traffic approaching the crossing from each intersected street.

b) Unless otherwise specifically ordered by the Commission, advance warning signs at crossings are to be furnished, installed, maintained and replaced by and at the expense of the public authority having the duty of maintaining such signs along said highway.

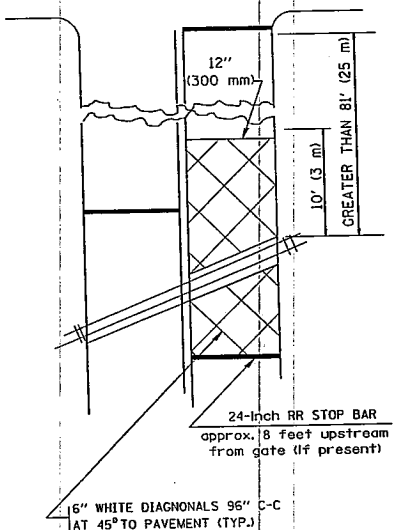
c) Advance warning signs hereafter installed near or at crossings, either as replacements or as new or additional signs, shall be of the reflector type and shall conform as to type, aspect and color with MUTCD Section 8B.04 and MUTCD Figure 8B-2.

d) The public authority having the duty of maintaining the approach to a grade crossing is required, where practicable, to place pavement markings consisting of a cross and the letters "R.R." in accordance with current applicable standards.

(Source: Amended at 29 Ill. Reg. 20376, effective December 15, 2005)

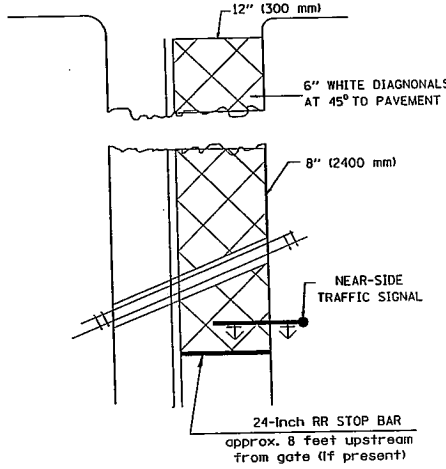
SA 2277

WITH INTERSECTION TRAFFIC SIGNALS
(SEE NOTE 1)



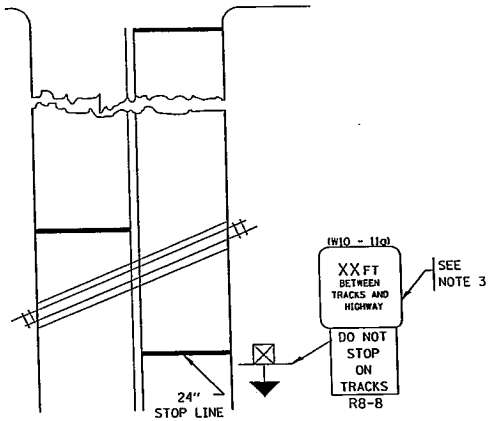
PLAN
N. T. S

WITH NEAR-SIDE TRAFFIC SIGNALS
(SEE NOTE 1 & 2)



PLAN
N. T. S

WITH NONSIGNALIZED INTERSECTION
81' (25 m) OR LESS TO CLOSEST RAIL



PLAN
N. T. S

NOTES:

1. PAVEMENT MARKINGS TO BE INSTALLED ON APPROACHES TO INTERSECTIONS CONTROLLED BY TRAFFIC SIGNALS WHICH ARE INTERCONNECTED WITH THE RAILROAD WARNING SIGNALS.

2. WHERE NEAR-SIDE TRAFFIC SIGNALS ARE USED, THE PAVEMENT MARKINGS EXTENDS TO THE INTERSECTION.

3. DISTANCE TO BE SHOWN ON SIGN MEASURED FROM A POINT 6 FEET (1.8 m) FROM THE RAIL CLOSEST TO THE INTERSECTION TO THE STOP LINE OR CROSSWALK, WHICHEVER IS CLOSEST, ROUNDED DOWN TO THE NEAREST 5 FEET (1.5 m). WHERE THERE IS NO STOP LINE, MEASURE TO POINT WHERE THE DRIVER HAS A VIEW OF APPROACHING TRAFFIC.
THE CLEARANCE SIGN IS ALSO TO BE USED AS AN INTERIM MEASURE AT LOCATIONS WITH INTERCONNECTED INTERSECTION TRAFFIC SIGNALS WHERE IT IS PLANNED TO CHANGE THEM TO NEAR-SIDE SIGNALS AT A FUTURE TIME. IN THIS CASE, THE DISTANCE TO BE SHOWN ON THE SIGN IS MEASURED FROM THE EDGE OF THE STRIPED-OUT AREA INSTEAD OF 6-FEET FROM THE RAIL. THE SIGN IS TO BE REMOVED WHEN THE NEAR-SIDE SIGNALS ARE INSTALLED AND THE PAVEMENT MARKINGS EXTEND TO THE INTERSECTION.

EXHIBIT C2

ALL DIMENSIONS ARE IN INCHES (MILLIMETERS) UNLESS OTHERWISE SHOWN.

FILE NAME = o:\pw_work\pwidot\kanthaphsuvjbo\d0312611\traffic_legend_v8.dgn	USER NAME = kanthaphsuvjbo	DESIGNED -	REVISED - 02-25-11	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	TYPICAL SUPPLEMENTAL SIGNING AND PAVEMENT MARKING TREATMENT FOR RAILROAD CROSSINGS	F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS / SHEET NO.
	PLOT SCALE = 49.9999 ' / IN.	DRAWN -	REVISED -						
	PLOT DATE = 5/4/2011	CHECKED -	REVISED -		SCALE: NONE SHEET NO. 1 OF 2 SHEETS STA. TO STA.			CONTRACT NO.	
		DATE -	REVISED -			FED. ROAD DIST. NO. 1	ILLINOIS	FED. AID PROJECT	

Exhibit D

ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT 2277

Date _____

The Decatur City Council, meeting on _____,
(Date)

Resolved to authorize _____
(Name, Office)

to act as its designated agent in the processing of this Stipulated Agreement and that the City is financially willing and able to pay a portion of the cost for the proposed improvements as outlined in Section 2 of this Agreement.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A STIPULATED AGREEMENT CONCERNING SAFETY IMPROVEMENTS AT THE AT-GRADE CROSSING WITH THE DECATUR AND EASTERN ILLINOIS RAILROAD AT AIRPORT ROAD

WHEREAS, the City of Decatur has entered into a Stipulated Agreement No. 2277 with the Illinois Commerce Commission (ICC), Decatur and Eastern Illinois Railroad and Illinois Department of Transportation (IDOT) for the safety improvements to the Airport Road **(AAR/DOT #154635E, railroad milepost BD-273.08)** highway-rail grade crossing of Decatur and Eastern Illinois Railroad's track in Decatur, Macon County, Illinois.

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

Section 1. That the Agreement presented to the City Council herewith between the City of Decatur, the Illinois Commerce Commission, Decatur and Eastern Illinois Railroad, and the Illinois Department of Transportation regarding the safety improvements to the Airport Road highway-rail grade crossing of the Decatur and Eastern Illinois Railroad track in Decatur, Illinois, as Exhibit 1 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, seal and attest said Agreement on behalf of the City.

PRESENTED and ADOPTED this 15th day of May 2023.

_____
Julie Moore-Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

ILLINOIS COMMERCE COMMISSION
TRANSPORTATION DIVISION / RAIL SAFETY SECTION

PROJECT STATUS REPORT:

TYPE: (CHECK ONE)

PROGRESS	
COMPLETION	

DATE	

PROJECT INFORMATION:

Reporting Party:	Decatur & Eastern Illinois Railroad (DREI)
Docket/Order #; Date:	
Status Reports Due:	Every 6 Months from Order Date
Ordered Completion Date:	18 Months from Order Date
Completion Report Due[1]:	Within 5 days of Completion Date
AAR/DOT#, Milepost:	AAR/DOT #154635E, railroad milepost BD-273.08
Street, (in/near) City, County:	Airport Road in Decatur, Macon Co.
Railroad Company:	DREI

[1]Completion reports involving changes to the railroad crossing must include an updated USDOT Inventory Form.

PROJECT MANAGER INFORMATION[2]:

Name:	Justin Mahr
Title:	Director – Real Estate, Contracts & Public Projects
Representing:	DREI (Watco)
Street Address:	315 W. 3rd Street
City, State, Zip:	Pittsburg, KS 66762
Office Phone:	
Office Fax:	
Cellular Phone:	(402) 651-8238
E-Mail Address:	Justin.mahr@watco.com

[2]Project Manager Information to be submitted by DREI

DESCRIPTION OF IMPROVEMENT(S) ORDERED:

(a) Install automatic flashing light signals and gates with a bell, controlled by constant warning time circuitry, equipped with an event recorder and a remote monitoring system, and designed for a minimum simultaneous preemption time of 27 seconds.

(b) Install a railroad interconnect cable from the railroad crossing controller unit inside the new railroad crossing signal bungalow to a junction box mounted on the outside of the new railroad crossing signal bungalow.

STATUS OF WORK: (use additional blank sheet, if necessary)

_____
_____
_____
_____
_____
_____
_____

ILLINOIS COMMERCE COMMISSION
TRANSPORTATION DIVISION / RAIL SAFETY SECTION

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact: Aaron T. Toliver, Rail Safety Specialist
Phone: (217) 785-8420
Email: atoliver@icc.illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling (217) 782-7660 or on the web at:

http://www.icc.illinois.gov/forms/results.aspx?st=4

The billing address for **G**rade **C**rossing **P**rotection **F**und reimbursement is:

COMPANY CROSSING SIGNAL WORK
Illinois Department of Transportation
Fiscal Control Unit
Bureau of Local Roads and Streets
2300 South Dirksen Parkway
Springfield, Illinois 62764

CITY APPROACH/MEDIAN/MARKING
Illinois Department of Transportation
Region 4 Engineer, District 7
Engineer of Local Roads and Streets
400 West Wabash Avenue
Effingham, Illinois 62401

Copies of the **United States Department of Transportation Inventory Form #6180.71** can be obtained on the web at:

http://www.fra.dot.gov/eLib/details/L02727 (PDF)
http://www.fra.dot.gov/eLib/details/L03076 (Word Document)

Submit Inventory forms to:

Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 *or (data processing contractor)* Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1100 Arlington, VA 22203 RsisRXIupdates@dot.gov	**And**	Chief of Data Services Illinois Department of Transportation 2300 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov

ILLINOIS COMMERCE COMMISSION
TRANSPORTATION DIVISION / RAIL SAFETY SECTION

PROJECT STATUS REPORT:

TYPE: (CHECK ONE)

PROGRESS	
COMPLETION	

DATE	

PROJECT INFORMATION:

Reporting Party:	City of Decatur
Docket/Order #; Date:	
Status Reports Due:	Every 6 Months from Order Date
Ordered Completion Date:	18 Months from Order Date
Completion Report Due[1]:	Within 5 days of Completion Date
AAR/DOT#, Milepost:	AAR/DOT #154635E, railroad milepost BD-273.08
Street, (in/near) City, County:	Airport Road in Decatur, Macon Co.
Railroad Company:	DREI

[1]Completion reports involving changes to the railroad crossing must include an updated USDOT Inventory Form.

PROJECT MANAGER INFORMATION[2]:

Name:	Matthew C. Newell, P.E.
Title:	Director of Public Works
Representing:	City of Decatur
Street Address:	1 Gary K. Anderson Plaza
City, State, Zip:	Decatur, IL 62523
Office Phone:	(217) 424-2747
Office Fax:	(217) 424-2799
Cellular Phone:	
E-Mail Address:	mnewell@decaturil.gov

[2]Project Manager Information to be submitted by the City of Decatur

DESCRIPTION OF IMPROVEMENT(S) ORDERED:

1) Coordinate with IDOT's installation of a railroad interconnect cable/conduit from the junction box mounted on the outside of the new railroad crossing signal bungalow to the traffic signal controller.
2) Rehabilitate the highway approaches to meet the minimum requirements of 92 Ill. Adm. Code 1535.204 (Exhibit C), and widen the median in preparation for new flasher/gate combo units to be mounted in the median.
3) Pavement grooving and renewal of the railroad advance warning pavement markings ("RXR") on the highway approaches, in accordance with the minimum requirements of 92 Ill. Adm. Code 1535.310 (Exhibit C1) and the most current revision of the Manual on Uniform Traffic Control Devices (MUTCD).
4) Renew the pavement cross-hatching and stop bars on the highway approaches, in accordance with Exhibit C2.

STATUS OF WORK: (use additional blank sheet, if necessary)

_____
_____
_____
_____
_____

ILLINOIS COMMERCE COMMISSION
TRANSPORTATION DIVISION / RAIL SAFETY SECTION

Mail directed to the **Rail Safety Section** or the **Director of Processing and Information**, Transportation Bureau of the Commission should be addressed to:

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, IL 62701-1827

If you have questions contact: Aaron T. Toliver, Rail Safety Specialist
Phone: (217) 785-8420
Email: atoliver@icc.illinois.gov

A **Form 3** can be obtained from the Illinois Commerce Commission by calling (217) 782-7660 or on the web at:

http://www.icc.illinois.gov/forms/results.aspx?st=4

The billing address for **G**rade **C**rossing **P**rotection **F**und reimbursement is:

COMPANY CROSSING SIGNAL WORK
Illinois Department of Transportation
Fiscal Control Unit
Bureau of Local Roads and Streets
2300 South Dirksen Parkway
Springfield, Illinois 62764

CITY APPROACH/MEDIAN/MARKING
Illinois Department of Transportation
Region 4 Engineer, District 7
Engineer of Local Roads and Streets
400 West Wabash Avenue
Effingham, Illinois 62401

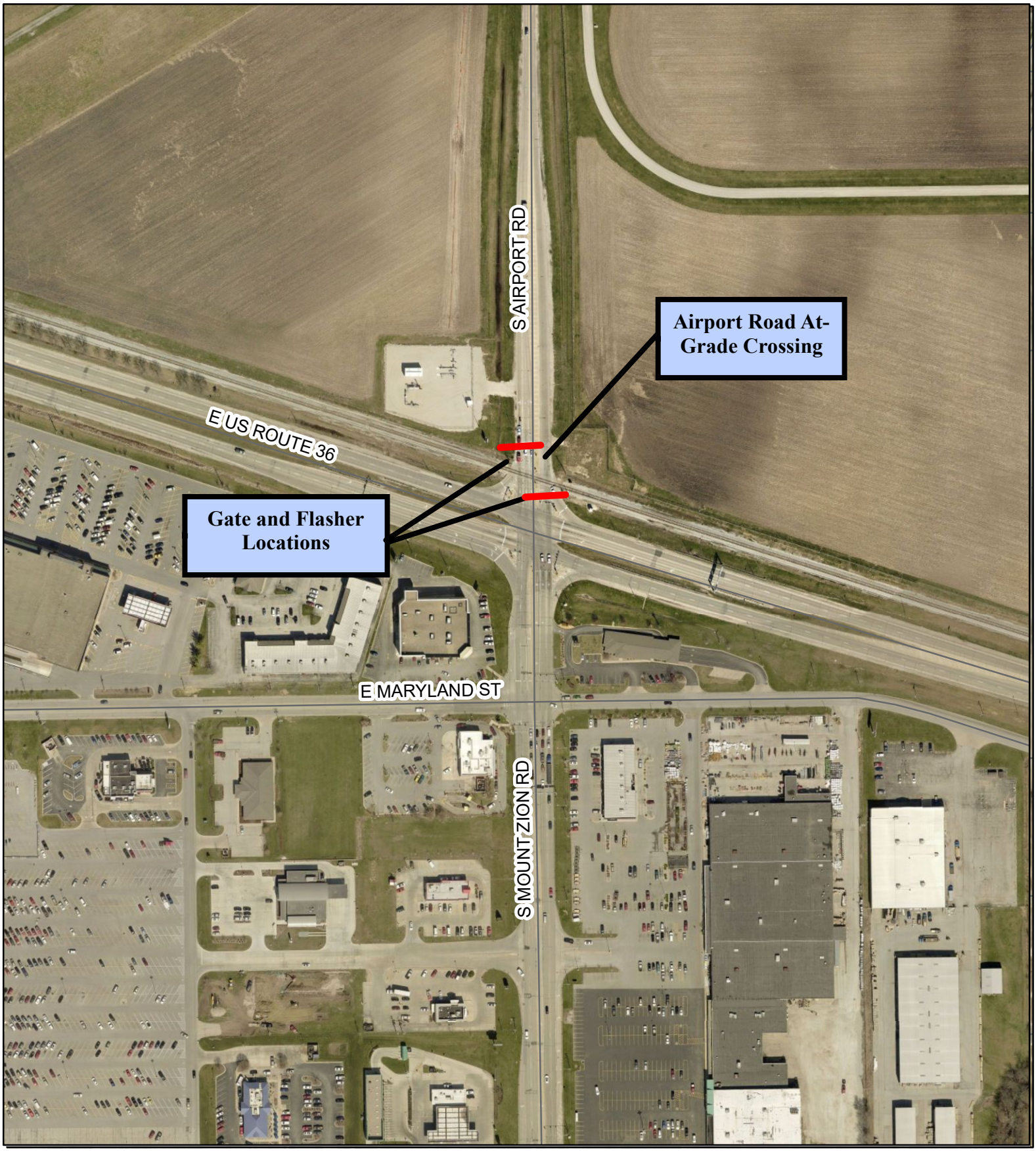
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Federal Railroad Administration Office of Safety 1200 New Jersey Ave, SE Washington, DC 20590 *or (data processing contractor)* Inventory Crossing Updates FRA Project Office Creative Information Technology, Inc. 4601 N. Fairfax Drive, Suite 1100 Arlington, VA 22203 RsisRXIupdates@dot.gov	**And**	Chief of Data Services Illinois Department of Transportation 2300 S. Dirksen Parkway Springfield, IL 62764 IL.RRXUpdates@Illinois.gov

Airport Road At-Grade Crossing Improvements
Location Map



City of Decatur, Illinois
Public Works Department
Engineering Division

Information Technology

DATE: 5/15/2023

MEMO: 2023-06

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department
Ruby James, Chief Financial Officer

SUBJECT: Resolution Authorizing Expenditure of Funds to Purchase an Expansion for the Lenel Security Access System and add Secure ID Badge security to four doors within the Civic Center Building.

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing the City Manager to execute a Statement of Work and Equipment Quote from Tech Electronics in the amount of $38,618.56 to expand our existing Lenel Security access system and install Secure ID badge access to the following doors within the Civic Center: Human Resource Department, Licensing Office, Works Department, and the Administrative Offices.

BACKGROUND:
City Risk Management asked Information Technology to estimate costs associated with expanding door security for select City Departments within the Civic Center building to increase employee security in those areas. The city has standardized these upgrades with Lenel Security products when the Police Headquarters was relocated to Southside Drive, and has been leveraged since then to secure other doors inside the Civic Center. Earlier this year, City Council approved another expansion project using the Lenel System for gates and doors at our Municipal Services Center.

The City Council included $200,000 in its FY 2023 budget for safety enhancements, security evaluations, space analysis and developing plans for potential remodeling options at the Civic Center in future years. This item is just one of the improvements that is scheduled to occur based on this authorization and directive. Others are coming--including security enhancements in the council chambers.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jim Edwards, IT Director, 450-2236

BUDGET/TIME IMPLICATIONS:
This purchase is included in the 2023 General Fund Budget for the Civic Center.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Quote	Backup Material

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING EXPENDITURE OF FUNDS TO PURCHASE AN EXPANSION FOR THE LENEL SECURITY ACCESS SYSYTEM AND ADD SECURE ID BADGE SECURITY TO FOUR DOORS WITHIN THE CIVIC CENTER BUILDING

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

Section 1. That the statement of work and quote received from Tech Electronics of Illinois, LLC and presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Tech Electronics of Illinois, LLC in an amount not to exceed $38,618.56.

PRESENTED AND ADOPTED this 15th day of May 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

Price Valid Thru : 05/11/23

The Power of Connection and Protection®

Mr. Jim Edwards
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523 email: jedwards@decaturil.gov

Project: City of Decatur
City of Decatur - Intercom / Access Control

Tech Electronics of Illinois, LLC (Tech) is pleased to offer for sale the described goods and/or merchandise and/or service upon the terms set out herein:

The Objective:

Tech Electronics ("TE") proposes to perform the following scope of work, derived by conversations with the City of Decatur and site surveys:

- TE shall provide and install all materials listed on this submission.
- TE shall install two (2) LNL-1320-S3 modules in the existing headend location to accommodate for the four (4) additional doors.
- TE shall install one (1) intercom with no camera at the receptionist door, door 220, and door 230. TE shall provide and install two sets of call stations for each room with the option to select which station shall receive the call. Each station shall have a door release button.
- TE shall install one (1) intercom at door 300 with a built-in camera. TE shall provide one (1) call station for the receptionist desk and provide and additional centrally located phone with a door release button for office staff to use when the receptionist is not present.
- TE shall install and provide one (1) card reader and electrified strike at each door, and shall program the doors with existing staff credentials.
- TE shall test each door and verify functionality.

Intercom & Access Control Add Lenel

OnGuard 32ES Access Control System

Quantity	Description
	HEADEND
2	Dual Reader Interface Module
	DOOR 230
1	Door Electric Strike, Universal, 12/24 VDC, 0.45/0.25A, 3070 Lb Static Load, Satin Stainless Steel
1	Reader, Proximity, w/ Keypad
2	IP Master Station, Black
2	Relay Module, 12VDC or 24VDC Operation
1	Flush Mount IP Addressable Audio Door Station
	DOOR 220

Please see last page of this submission for customer acceptance.

1 Door Electric Strike, Universal, 12/24 VDC, 0.45/0.25A, 3070 Lb Static Load, Satin Stainless Steel
1 Reader, Proximity, w/ Keypad
2 IP Video Master Station, Black
2 Relay Module, 12VDC or 24VDC Operation
1 Flush Mount IP Addressable Audio Door Station

RECEPTION DOOR

1 Door Electric Strike, Universal, 12/24 VDC, 0.45/0.25A, 3070 Lb Static Load, Satin Stainless Steel
1 Reader, Proximity, w/ Keypad
2 IP Master Station, Black
2 Relay Module, 12VDC or 24VDC Operation
1 Flush Mount IP Addressable Audio Door Station
1 IX-RS-W

DOOR 300

1 Door Electric Strike, Universal, 12/24 VDC, 0.45/0.25A, 3070 Lb Static Load, Satin Stainless Steel
1 IP Video Door Station, SIP Compatible, Vandal Resistant, Flush Mount, Stainless Steel
1 IP Master Station, Black
1 IX-DF Intercom Backbox
1 Reader, Proximity, w/ Keypad
1 IX-RS-W

****CORE DOOR****
****INSTALL POWER TRANSFER HINGE****

CABLE

2 Composite Card Access Cable
1 Cable, PVC, 4 Pair, 24 AWG, Solid, Category 6

SWITCHES

4 GS305PP

Scope of Work by Tech Electronics:

TOTAL purchase price includes equipment, consultation, LABOR TO CONNECT, program.

TOTAL PURCHASE PRICE $38,618.56

ADD ON OPTIONS

- **DEDUCT CAMERA INTERCOM AT ADMIN DOOR - $394.40** ☐

Clarifications/Scope of Work by Others:

WARRANTY:
This Submission includes a one (1) year material warranty from the date of installation completion or first beneficial use by the End User Customer, whichever occurs first. Material warranty will be provided by Tech Electronics per our Submission's terms and conditions. Job-site labor warranty to be provided by the installing party/contractor. Tech's warranty covers only material listed on this Submission and furnished and/or installed by Tech Electronics.
All warranty work by Tech Electronics, Inc. to be performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of these hours and/or during holidays for any reason, it will be performed by Tech Electronics on a time and material basis as an extra to this Submission at Tech Electronics' current rate differential between the normal and overtime labor rates plus the minimum overtime service call-out charges.
This warranty does not apply to any products which have been installed incorrectly by the installing party/contractor and/or subjected to mishandling, improper use, or abuse. Please refer to Submission for additional terms, conditions, clarifications, and limitations of warranty.

Tech Electronics of Illinois is a proud member of the IBEW. Our Technicians can proudly arrive on project sites and perform tasks and maintenance functions on everything we sell when others cannot, or should not. Even if Tech is not chosen as your primary subcontractor, please consider using an IBEW Union company for all of your projects.

TECH PROPRIETARY INFORMATION:
The concepts, configurations, drawings, Bills of Materials and schematics which are part of our design bid materials submitted in response to your proposal are proprietary and contain applications and data which are the property of Tech. These items are submitted to you exclusively to respond to your proposal and must be kept confidential. Our materials are copyrighted and we specifically request that you refrain from disseminating these bid materials other than on a need to know basis within your organization, or for such usual and customary approval as may be necessary by the general contractor or owner.

WORK JURISDICTION:
Acceptance of this Submission constitutes an acknowledgment by the accepting party that if Tech cannot perform any of the labor services listed herein due to union jurisdiction or for any other reason, the accepting party agrees to release Tech from such obligation and the accepting party also agrees to accept a cost deduct as determined by Tech for the portion of the work that Tech cannot perform.

TECH NORMAL WORK HOURS:
NOTE: Unless noted otherwise herein, this Submission is based on all work by Tech being performed on Monday through Friday between the hours of 8:00AM to 4:30PM. If work needs to be performed outside of

these hours and/or during holidays for any reason, it will be performed on a time and material basis at Tech's current overtime labor rates as an extra to this Submission.

Please note that any and all of Tech's services that may have been listed on this Submission are based on a SINGLE PHASE COMPLETION of this entire project. If for any reason this project is to be delivered in multiphases, the additional costs incurred by Tech will be invoiced on a time and material basis at Tech's current labor rates as an extra to this Submission.

This Submission is merely an offer and shall not be binding upon Tech unless and until signed by an officer of Tech, and any resulting contract shall be subject to the terms and conditions listed above and on "ATTACHMENT A, SUBMISSION TERMS AND CONDITIONS," which is incorporated herein by reference. In lieu of Attachment A, Tech and the Customer may have agreed to a written set of MASTER SUBMISSION TERMS AND CONDITIONS which are incorporated herein by reference. No term, condition, deletion, modification, or other understanding, oral or written, in any way purporting to vary these terms and conditions, whether contained in purchaser's formal purchase order, related forms, or elsewhere, shall be binding upon Tech, unless approved in writing and signed by an officer of Tech.

PAYMENT: Progress Billing

DELIVERY: F.O.B. Tech Electronics of Illinois, LLC

IN WITNESS WHEREOF the parties hereto have caused this agreement to be properly executed, intending that it shall be legally binding upon them and their respective heirs, estates, successors and assigns.

CUSTOMER ACCEPTANCE: **Tech Electronics of Illinois, LLC**

Salesperson:

Authorized Signature	Date	**Dylan Leach**	Date
Printed Name		Tech Officer's Acceptance	Date
Title		Title	

This Submission shall be void unless accepted within 14 days from the date hereof. Unless indicated otherwise on this Submission, the prices quoted herein do not include any sales tax, duties, excise or other similar taxes. All such taxes imposed will be added as a separate item on the invoice.

Attachment A

SUBMISSION TERMS AND CONDITIONS

These Terms and Conditions are provided in connection with a Submission from Tech Electronics of Illinois, LLC ("Tech") to Customer (as defined in the Submission).The Submission is intended as an offer by Tech, and is subject to acceptance by Customer, which shall be indicated by Customer's signature on the Submission. These Terms and Conditions consist of nine (9) Sections, some of which have multiple subsections, the last of which is Section 9.13. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Submission.

1. Services.

1.1 Type of Services.

Tech agrees to provide goods and/or services as described in the Submission (the "Goods" and the "Services") in connection with the system(s) (as described in the Submission, the "System"). If Customer desires Tech to provide any additional services other than as set forth in the Submission, then any such additional services shall only be furnished pursuant to a separate agreement.

1.2 Warranty Limitations.

If warranty service is requested because of causes other than breach of a warranty provided by Tech, the service will be provided at Tech's per call rates and terms then in effect. Some examples of causes other breach of warranty include normal wear and tear; unauthorized attempts by other than Tech personnel to repair, maintain or modify the System or its component parts; catastrophe; failure of equipment not maintained by Tech or of equipment not covered by the Submission; fault or negligence of Customer; operator error, improper use or misuse of the equipment; causes external to the equipment such as, but not limited to, transportation or fluctuations of humidity, temperature, power surges and lightning. Warranty service does not include (i) operating supplies or accessories, cleaning supplies necessary for Customer preventive maintenance, paint, or refinishing the equipment or furnishing materials for this purposes; (ii) electrical work external to the machines or maintenance of accessories; (iii) batteries or lamps; (iv) alterations, attachments or other devices not furnished by Tech unless specifically noted herein; or (v) moves, adds or changes of software and/or System hardware not related to maintenance of the System.

1.3 Movement of Equipment.

To permit continuity of service while the System is covered under warranty, Customer shall give Tech at least thirty (30) days prior written notice of its intent to move any equipment comprising part of the System. Tech personnel shall supervise the dismantling and packing/unpacking of the equipment and shall inspect and reinstall the equipment at the new location, and charge Customer for all such labor and materials provided at its then-current rates and terms. Tech shall be under no obligation to furnish continued services or warranty services if any part of the System is moved from its location of initial installation and/or reinstalled without the prior written approval of Tech.

1.4 Authorization of Tech.

Customer hereby authorizes and empowers Tech, its agents or assigns, if required by the Submission, to: (i) to perform any necessary Services as required to be performed by Tech hereunder; and (ii) enter Customer's premises in the event of an emergency occurring during periods of Customer's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Customer has furnished Tech with a key to its premises. Tech assumes no liability for any delay, however caused, in the installation of the System or for interruption of services, due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of Tech. Notwithstanding the foregoing, Tech shall have no obligation to enter Customer's premises without being asked to do so by Customer.

2. <u>Payment Terms.</u> 2.1 Fees; Payment.

The purchase price and the payment terms for the Goods and Services are set forth in the Submission. All sums not paid when due shall bear interest at the rate of 1-1/2% per month or the maximum legal rate permitted by law, whichever is less. All costs of collection of amounts owed hereunder, including reasonable attorney's fees, shall be paid by Customer.

2.2 Expansion of System.

If, during the term of the warranty period, Customer expands the System, Tech may, in its sole discretion, increase the warranty service charge commensurate with the expansion of the System, in which case Tech shall send Customer an additional invoice with such fee prorated over the remaining term of this warranty period. Customer agrees to pay such fee, as increased hereunder, for the remainder of the term of the warranty period set forth in the Submission.

2.3 Additional Charges to Customer.

Customer acknowledges and agrees that Customer is responsible for the following additional costs: (i) discontinued or obsolete hardware and software. In the event the hardware and/or software components on the System are discontinued or rendered obsolete by the manufacturer, then Customer agrees to pay the additional costs to modify and/or purchase the replacement hardware and/or software necessary for the System to function properly as reasonably determined by Tech; (ii) increased service charges of software or System manufacturer. In the event such manufacturer increases service charges to Tech after the effective date of the Submission, Customer agrees to pay the additional costs; (iii) additional charges, imposed at the discretion of Tech, in the event that Customer's software is not maintained at the current manufacturer's software version; (iv) any taxes or fees imposed by local ordinances on the System or the maintenance thereof; and (v) costs to maintain all Customer provided hardware and software in order to maintain compatibility with the System as the System hardware and/or software is upgraded throughout the term of the Submission. In such cases, Tech reserves the right to add a special processing fee as well.

3. <u>Software Sublicense.</u>

3.1 Right To Distribute and Sublicense, Restrictions.

Tech has acquired from one or more third parties (each a "Third Party") the right to distribute and sublicense certain Third-Party software (the "Software") for use in conjunction with the System. Tech hereby grants to Customer a non-exclusive, non-transferable sublicense to use the Software in the System. Customer acknowledges that Tech is only a licensed distributor, and not the creator, owner, or manufacturer, of the Software. Tech shall assign to Customer all its rights and interests in and to any warranty or indemnity offered in connection with the Third-Party Software that are assignable by Tech.

3.2 Third Party Software Terms and Conditions.

Customer shall comply with all Third-Party terms and conditions applicable to the maintenance of the Software, including but not limited to any requirements to enter a separate software support and/or maintenance agreement with the applicable Third-Party manufacturer, creator or owner and paying all associated maintenance and/or service fees associated therewith. In the event Customer fails to comply with any provisions of the Third-Party maintenance terms and conditions, then (i) Tech may terminate the Submission immediately and (ii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

3.3 Third Party Beneficiary.

Customer acknowledges that the provisions contained in this Section 3 are intended to protect the Third-Party manufacturers, creators and/or owners of the Software; accordingly, each Third Party shall be deemed a third-party beneficiary with respect to this Section 3 and shall have the right to enforce this Section as appropriate against Customer.

3.4 Software Release Levels.

Customer shall, at Customer's sole cost and expense, maintain the Software at the then-current version or release of the Software; otherwise (i) Customer may not be eligible to receive Goods and Services hereunder, (ii) Tech may terminate the Submission immediately and (iii) any additional Services provided by Tech that are requested by Customer shall be on a time-and-materials basis at Tech's then-current services rates.

4. Termination

In addition to Tech's rights under Section 8.2, Tech's obligations under the Submission may be terminated pursuant to Sections 3.2, 3.4 and 9.4 of these Terms and Conditions.

5. Warranties, Indemnification, and Restricted Phones Waiver.

5.1 General Warranty.

The scope and coverage of Tech's warranty is set forth in the Submission. The warranty will commence on the date of Customer's First Beneficial Use of the System or on such other date as mutually agreed by Tech and Customer in the Submission or Specifications. "First Beneficial Use" means the point in time when Customer first uses all or any part of the System in its business. If any failure to conform to such warranty be found during the term of the warranty, Tech will correct such nonconformity by replacement of defective material and parts or by making other suitable repairs. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED BY TECH. Tech does not represent or warrant that the System will not be compromised or circumvented, that the System will prevent any loss by burglary, hold-up, fire or otherwise, or that the System will in all cases provide the protection for which it is installed or intended or protect Customer from all losses. Customer acknowledges that (i) Customer assumes all risks for loss or damage to Customer's premises and to its contents, (ii) Tech has made no representation or warranties nor has Customer relied on any representations or warranties, express or implied, except as set forth herein and (iii) Customer has read and understands the Submission and these Terms and Conditions, including Section 1 and Section 6 setting forth Tech's obligations and maximum liability in the event of any loss or damage to Customer. Customer acknowledges and agrees that Tech is not an insurer and that these Terms and Conditions are not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be maintained by Customer. Tech's charges are based solely upon the value of the services provided and are unrelated to the value of Customer's property or the property of others located on Customer's premises.

5.2 Mutual Indemnification.

Contractor accepts liability for all damages, including but not limited to, loss of business, physical property damage, bodily injury, etc., resulting from or caused by Contractor, its employees, or agents. Contractor shall indemnify and hold harmless Owner and Manager, its agents and employees to the fullest extent permitted by law, from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from or caused by Contractor, its employees or agents. Owner shall indemnify and hold harmless Contractor, its agents and employees to the fullest extent permitted by law, from and against all claims, damages, losses and expenses caused by Owner, its employees, or agents as it relates to the Work, except to the extent such claims arise out of or result or are caused by Contractor, its employees or agents.

6. Limitation of Liability.

The total liability of Tech hereunder or arising in connection with the provisions of any services, whether base out of negligence, strict liability, contract, tort, warranty, misrepresentation, patent infringement or otherwise, shall not exceed $1,000,000. The provisions of this section shall apply in the event of loss or damage, irrespective of the origin, resulting directly or indirectly to persons or property from the performance or non-performance of the obligations set forth by the terms of these terms and conditions or from the active or passive negligence of Tech's agents or employees. In no event shall Tech be liable to the Customer for consequential damages such as, but not limited to, loss of damage to other equipment or any plant or facilities, loss of profit, or loss of production, regardless of whether claim for such consequential damages be based on warranty (express or implied), contract, tort, or otherwise. Tech shall not be liable to indemnify Customer against any claims made against Customer for such consequential damages. Customer agrees to defend, indemnify, and hold Tech harmless for all claims (including claims for indemnity) for any such consequential damages brought against Tech.

7. Defaults and Remedies.

7.1 Default.

The happening of any one of the following shall be an "Event of Default" under the Submission: (i) failure by Customer to pay any amount within 30 days after the same is due and payable; (ii) failure by Customer to observe, keep or perform any agreement required of it herein and to correct such breach within 10 days after written notice of same from Tech; (iii) abuse of the System; (iv) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Customer; (v) initiation of any bankruptcy, reorganization, assignment of the benefit of creditors, or like proceeding by or against Customer; (vi) excessive false alarms caused by Customer; or (vii) allow other vendors to work on the System during Tech's performance of Services or the term of the warranty.

8. Miscellaneous Provisions.

8.1 Subcontracting: Assignment.

Tech shall have the right to subcontract any of the Services which it may be obligated to perform. The Submission and its benefits are not assignable by Customer except upon the prior written consent of Tech. Customer acknowledges that the Submission, and particularly those Sections relating to Tech's maximum liability and third-party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of, Tech.

8.2 Subcontracting:

The parties recognize that Tech intends to comply with the applicable labor agreement and any Subcontractors to Tech which perform work covered by Tech's labor agreement will provide its employees' wages and benefits equal to or better than the wages and benefits contained in the applicable Tech

labor agreement. The parties agree that this is a material term, and that Tech will rely on the Subcontractor's compliance with this provision.

8.3 Third-Party Beneficiary.

Except as provided in Section 3.3, these Terms and Conditions and the Submission are solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority, or interest under or because of the existence of this Agreement. The parties hereby expressly disclaim any intention to create any third-party beneficiaries of these Terms and Conditions or the Submission or the Goods and Services.

8.4 Force Majeure.

Tech shall not be liable for nonperformance or delay in performance due wholly or partially to any cause beyond its control, including action or failure of the government to act where action is required, strikes or other labor troubles, riots, power failures, interruption or unavailability of telephone service fire, flood, lightning, earthquakes, or other acts of God. Replacement of the System necessitated by any such event will be at Customer's expense. The Submission may be suspended or terminated, at the option of Tech or Customer, if Customer's premises or the System or any part thereof is destroyed by fire, lightning or other catastrophe or so substantially damaged that it is impractical to continue to provide Goods and Services. Upon such suspension or termination, an equitable refund of the service charges paid, but not yet earned, shall be made. Notice of termination shall be given upon written notice given within ten (10) days of such event.

8.5 Entire Agreement.

Customer acknowledges receipt of a copy of the Submission and these Terms and Conditions. The Submission (including these Terms and Conditions and any other documents expressly incorporated by the Submission) constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, letters of intent, understandings, negotiations, and discussions of the parties, whether oral or written. If there is any conflict between the Submission and Customer's purchase order, or any other document or any oral agreements, the Submission will govern. No conditions in the acceptance by Customer and no subsequent agreements or communications in any way modifying the provisions of the Submission shall be binding unless signed by an authorized representative of Tech.

8.6 Amendments.

The Submission may only be amended in a writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition.

8.7 Severability.

In the event any of the terms and conditions of the Submission are declared invalid or inoperative, all the remaining terms and conditions shall remain in full force and effect.

8.8 Governing Law.

The Submission and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Illinois applicable to contracts made and to be performed wholly within Illinois, without regard to choose or conflict of laws rules.

8.9 Waiver of Jury Trial.

EACH PARTY HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THE SUBMISSION OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM IN RESPECT OF THE SUBMISSION OR TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. EACH PARTY HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY.

8.10 Notices.

Any notice provided pursuant to the Submission, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by facsimile, hand delivery or by delivery service, upon receipt thereof; (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid; or (iii) if by electronic mail, upon receipt thereof. All notices shall be addressed to the parties at the addresses specified in the Submission or at such other addresses as either party may in the future specify in writing to the other.

8.11 Binding Effect.

The Submission shall not be binding upon Tech unless approved in writing by an authorized representative of Tech. In the event of failure of such written approval, the sole liability of Tech shall be to refund to Customer the amount paid to Tech upon the signing of the Submission.

8.12 Disclaimers and Waivers.

These Terms and Conditions contain certain exculpatory clauses, disclaimers and waivers to which Customer has agreed. Those clauses are set forth in Sections 8.9. Customer's signature on the Submission indicates its acceptance of and assent to such provisions.

End of Terms and Conditions

Information Technology

DATE: 5/15/2023

MEMO: 2023-05

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Accepting Presidio Networked Solutions Group, LLC Quote for Purchase of Two Advanced Enterprise Data Network Firewall Appliances.

SUMMARY RECOMMENDATION: City Staff recommends that City Council approve the attached Resolution authorizing a purchase from Presidio Networked Solutions Group, LLC (Presidio) in the amount of $115,579.28 for the purchase of Two Advanced Enterprise Data Network Firewall Appliances to replace existing Firewall infrastructure at end of life.

BACKGROUND: The existing Data Network Firewall Infrastructure was put into service in 2012. Cisco will no longer provide any level of support beyond August 2023. These components are necessary and critical for the protection of the City's Data Assets from various internet-based vulnerabilities. Security updates for the existing infrastructure will no longer be available after December 2023. Procurement for this level of protection equipment has been slow at best. Presidio currently has these in their warehouse now.

PRIOR COUNCIL ACTION: I.T. Staff included these replacements in the 2023 budget which was approved by the City Council in December of 2022.

POTENTIAL OBJECTIONS: Non Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jim Edwards, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS:
This purchase is included in the adopted City 2023 General Fund Budget and current Presidio quote came in less than the budgeted estimate of $120,000. Other vendor quotes came to us is excess of $120,000.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Quote	Backup Material

RESOLUTION NO. R_____

RESOLUTION ACCEPTING PRESIDIO NETWORKED SOLUTIONS GROUP, LLC QUOTE FOR PURCHASE OF TWO ADVANCED ENTERPRISE DATA NETWORK FIREWALL APPLIANCES

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

Section 1. That the price quote presented to the City Council herewith from Presidio Networked Solutions Group, LLC for the purchase of Two replacement Data Network Firewall Appliances, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and he is hereby, authorized and directed to execute a Purchase Order to Presidio Networked Solutions Group. LLC in an amount not to exceed $115,579.28.

PRESENTED and ADOPTED this 15th day of May 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

PRESIDIO

QUOTE: 2003523082066-02

DATE: 04/26/2023

TO:

City of Decatur IL
James Edwards
1 Gary K Anderson Plaza - 3rd Floor
Decatur, IL 62523

jedwards@decaturil.gov
(p) .
(f) (217) 450-2284

FROM:

Presidio Networked Solutions Group, LLC
Tadd Gerst
8430 West Bryn Mawr Avenue
Suite 450
Chicago, IL 60631

tgerst@presidio.com
(p) +1.309.306.7833

Customer#: CITYO522
Account Manager: Tadd Gerst
Inside Sales Rep: Amy Peterson
Title: Firewall Project

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
1	PAN-PA-3410	PALO ALTO NETWORKS PA-3410 WITH REDUNDANT AC POWER SUPPLIES	$11,153.52	2	$22,307.04
2	PAN-SFP-PLUS-LR	SFP+ form factor, LR 10Gb optical transc	$838.69	4	$3,354.76
3	PAN-PA-3410-WF-3YR-HA2	PA-3410, WILDFIRE SUBSCRIPTION, FOR ONE (1) DEVICE IN AN HA PAIR, 3 YEARS (36 MONTHS) TERM.	$8,022.18	2	$16,044.36
4	PAN-PA-3410-ADVURL-3YR-HA2	PA-3410, ADVANCED URL FILTERING SUBSCRIPTION, FOR ONE (1) DEVICE IN AN HA PAIR, 3 YEARS (36 MONTHS) TERM.	$11,858.86	2	$23,717.72
5	PAN-PA-3410-ATP-3YR-HA2	ADVANCED THREAT PREVENTION SUBSCRIPTION 3 YEAR TERM FOR DEVICE IN AN HA PAIR, PA-3410	$11,858.86	2	$23,717.72
6	PAN-SVC-BKLN-3410-3YR	PARTNER ENABLED PREMIUM SUPPORT 3-YEAR PREPAID, PA-3410	$13,218.84	2	$26,437.68

Sub Total:	**$115,579.28**
Grand Total:	**$115,579.28**

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing
• Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
• The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
• Prices exclude freight, handling or insurance (unless itemized in the quote).
• Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing
• CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
• Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
• Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping
• CLIENT will be billed for Presidio's and/or the manufacturer's freight charges for shipment of goods.
• Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
• Presidio accepts no responsibility / liability in connection with the shipment.
• Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
• International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

Warranty and Limitation of Liability
• Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy
• CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
• A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
• CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
• Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
• The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
• Opened software cannot be returned

Cancellation Policy
• CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases
• In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms
• Software is subject to the license terms that accompany it.
• License terms are established between the CLIENT & owner of the software
• Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
• Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders
• The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (Saas)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
• The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
• Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements
• For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

• CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
• Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

Confidential Information.
• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.
Export Law Compliance.
• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
Miscellaneous Terms
• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

Information Technology

DATE: 5/15/2023

MEMO: 2023-07

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Jim Edwards, Director of Information Technology

SUBJECT: Resolution Authorizing the Expenditure of Funds to Replace a Data Storage Array at end of support from Presidio Networked Solutions Group, LLC.

SUMMARY RECOMMENDATION: Staff recommends awarding a purchase order in the amount of $59,895.19 to Presidio Networked Solutions Group, LLC to replace existing hardware which has reached its end of life where repair parts are no longer available.

BACKGROUND: The City currently has a data storage array which has reached the end of its life where equipment support is no longer available. The City I.T. department has been purchasing aftermarket parts for the existing data storage array which are now nearly impossible to obtain. This storage array is located at the Police Department and is the backup and recovery data repository for the production storage array used at the Civic Center. In the event of a natural disaster or system failure which renders the production data storage array unavailable, this backup and recovery storage array would be used to get mission critical systems back online. The replacement of this data storage array is due and perhaps overdue.

PRIOR COUNCIL ACTION: Original purchase of this data storage array was over 10 years ago.

POTENTIAL OBJECTIONS: Ther are no known objections

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Jim Edwards, Director of Information Technology (x2236)

BUDGET/TIME IMPLICATIONS: This purchase is budgeted in the I.T General Fund budget and final pricing came in over $5,000 less than the budget estimate.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Quote	Backup Material

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS TO REPLACE A DATA STORAGE ARRAY AT END OF SUPPORT FROM PRESIDIO NETWORKED SOLUTIONS GROUP, LLC

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

Section 1. That the price quote presented to the City Council herewith from Presidio Networked Solutions Group, LLC for the purchase of a replacement Data Storage Array, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and he is hereby, authorized and directed to execute a Purchase Order to Presidio Networked Solutions Group. LLC in an amount not to exceed $59,895.19.

PRESENTED and ADOPTED this 15th day of May 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

PRESIDIO™

QUOTE: 2003522075869-02

DATE: 04/20/2023

TO:
City of Decatur IL
James Edwards
1 Gary K Anderson Plaza - 3rd Floor
Decatur, IL 62523

jedwards@decaturil.gov
(p) .
(f) (217) 450-2284

FROM:
Presidio Networked Solutions Group, LLC
Tadd Gerst
8430 West Bryn Mawr Avenue
Suite 450
Chicago, IL 60631

tgerst@presidio.com
(p) +1.309.306.7833

BILL TO:
City of Decatur IL

1 Gary K Anderson Plaza
Decatur, IL 62523

SHIP TO:
City of Decatur

1 Gary K Anderson Plaza
Decatur, IL 62523

Customer#: CITYO522
Account Manager: Tadd Gerst
Inside Sales Rep: Amy Peterson
Title: Storage Upgrade Project

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
1	FAS2750A	HEADER LINE	$0.00	1	$0.00
2	DATA-AT-REST-ENCRYPTION	Data at Rest Encryption Capable Operating Sys	$0.00	2	$0.00
3	FAS2750-106-C	FAS2750,24x1.8TB,10K,-C	$6,089.29	1	$6,089.29
4	X6566B-05-N-C	Cable,Direct Attach CU SFP+ 10G,0.5M,-C	$0.00	2	$0.00
5	X66031A-N-C	Cable,12Gb,Mini SAS HD,1m,-C	$0.00	4	$0.00
6	X66250-2-N-C	Cable,LC-LC,OM4,2m,-C	$0.00	8	$0.00
7	X-02659-00-N-C	Rail Kit4-PostRnd/Sq-HoleAdj24-32-C	$0.00	1	$0.00
8	X-02657-00-N-C	Rail Kit,Thin,Rnd/Sq-Hole,4-Post,Adj,24-32,-C	$0.00	1	$0.00
9	X800-42U-R6-C	Jumper CrdIn-CabC13-C14-C	$0.00	4	$0.00
10	CS-4HR-REPLACEMENT	4hr Parts Replacement	$3,309.64	1	$3,309.64
11	CS-G1-SE-ADVISOR	SupportEdge Advisor	$16,548.21	1 for 36 mo(s)	$16,548.21
12	FAS2750A-005	FAS2750 HA System,CNA	$2,433.97	2	$4,867.94
13	FAS2750A-EXP	FAS2750,Expansion Shelf,Model	$0.00	1	$0.00
14	DS212C-B-07-10-12B-SK	Disk Shelf,12G,12x10TB,7.2K,-SK	$4,787.07	1	$4,787.07
15	CS-4HR-REPLACEMENT	4hr Parts Replacement	$422.44	1	$422.44
16	CS-G1-SE-ADVISOR	SupportEdge Advisor	$2,112.20	1 for 36 mo(s)	$2,112.20
17	SW-ENCRYPT-BDL-FA-C	SW,Encryption Bundle,FAS,AFF,-C	$0.00	2	$0.00
18	SW-DATA-PR-BDL-NLSASF01-C	SW,Data Protection Bdl,Per-0.1TB,NLSAS,F01,-C	$5.10	1200	$6,120.00

19	SW-CORE-BNDLE-NLSAS-F01-C	SW,Core Bundle,Per-0.1TB,NLSAS,F01,-C	$4.59	1200	$5,508.00
20	SW-CORE-BNDLE-SAS-F01-C	SW,Core Bundle,Per-0.1TB,SAS,F01,-C	$10.70	432	$4,622.40
21	SW-DATA-PRO-BDL-SAS-F01-C	SW,Data Protection Bdl,Per-0.1TB,SAS,F01,-C	$12.75	432	$5,508.00
22	X6589-N-C	SFP+Optical 10Gb Shortwave,-C	$0.00	8	$0.00
23	DOC-2750-C	Documents,FAS2750,-C	$0.00	1	$0.00

Sub Total:	**$59,895.19**
Grand Total:	**$59,895.19**

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing
• Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
• The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
• Prices exclude freight, handling or insurance (unless itemized in the quote).
• Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing
• CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
• Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
• Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping
• CLIENT will be billed for Presidio's and/or the manufacturer's freight charges for shipment of goods.
• Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
• Presidio accepts no responsibility / liability in connection with the shipment.
• Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
• International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

Warranty and Limitation of Liability
• Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy
• CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
• A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
• CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
• Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
• The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
• Opened software cannot be returned

Cancellation Policy
• CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases
• In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms
• Software is subject to the license terms that accompany it.
• License terms are established between the CLIENT & owner of the software
• Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
• Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders
• The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (Saas)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
• The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
• Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements
• For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

• CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
• Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

Confidential Information.
• CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.
Export Law Compliance.
• CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
Miscellaneous Terms
• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

_____ _____

Customer Signature Date

Information Technology

DATE: 5/15/2023

MEMO: 2023-08

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jim Edwards, Director of Information Technology

SUBJECT: Resolution Authorizing Technology Upgrades to be Installed on the 2nd Floor of the Decatur Public Library in Support of Workforce Development, and Training Space.

SUMMARY RECOMMENDATION: Staff recommends awarding purchase orders to certified vendors who hold government purchasing contracts in an aggregate amount not to exceed $100,000 so equipment and services can be purchased to make the allocated Lease Space on the second floor of the library ready for practical use. Material required is data networking equipment (segmented from the city data network), Wi-Fi data network access points, meeting room televisions, conference phones, and regular two-line phones. Rooms and spaces will be ready for tenants.

BACKGROUND:
The Information Technology (I.T.) Department has been engaged to purchase and install basic equipment for the spaces so they can be utilized by anyone who needs it and meets most if not all their needs. I.T. obtained quotes from our two preferred equipment providers and found that CDW-G was able to extend the best quote on the equipment for this project for several thousand dollars less. Bodine is who we typically use for all cable termination services because they are local and understand our infrastructure standards and requirements as well as performing high quality work. Attached as backup material is a final quote from CDW-G for the equipment we need for this project and a separate quote from Bodine Communications for cable termination services. We are still working though the best way to obtain the telephone equipment (compatible with our phone system) and will most likely purchase those devices online to obtain the best prices.

The City Council has deliberately and intentionally decided to commit most of the space the city controls on the second floor of the public library to supporting workforce development and assisting small business start-ups and incubation. Project Read has already been in this space for several years, and we are now adding the Community Investment Corporation of Decatur (CICD), Thinkwell Maker Space, Workforce Solutions (classrooms and learning support offices), with more space available for other workforce development training and job readiness programs.

PRIOR COUNCIL ACTION: Twice before, the City Council authorized funding for this

synergistic initiative: first for classroom and office construction and fit-out, and later for HVAC improvements. The last piece is for data networking, cabling, and various I.T. equipment to fully support this new enterprise.

POTENTIAL OBJECTIONS: There are no known objections, other than the fact the original project budget has been exceeded.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Scot Wrighton, City Manager Jim Edwards, Director of Information Technology

BUDGET/TIME IMPLICATIONS: These purchases will be funded with unallocated ARPA funds.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
CDW-G Quote	Backup Material
Bodine Communications Quote	Backup Material

RESOLUTION NO. R_____

RESOLUTION AUTHORIZING TECHNOLOGY UPGRADES TO BE INSTALLED ON THE 2ND FLOOR OF THE DECATUR PUBLIC LIBRARY IN SUPPORT OF WORKFORCE DEVELOPMENT AND TRAINING SPACE

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

Section 1. That the best pricing and quotes attached as backup material was obtained for the purchase of required data networking and office equipment, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and he is hereby, authorized and directed to execute Purchase Order's to CDW-G, Bodine Communications, and the best selected resource for the required phone equipment for a total aggregate cost not to exceed $100,000.

PRESENTED and ADOPTED this 15th day of May 2023.

_____
JULIE MOORE WOLFE, MAYOR

ATTEST:

_____
KIM ALTHOFF, CITY CLERK

Review and Complete Purchase

MATT BALDWIN,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

ACCOUNT MANAGER NOTES: Let me know what you think about this!

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CBFVH8	5/9/2023	LIBRARY LEASE SPACE	3172900	$76,759.19

IMPORTANT - PLEASE READ

Special Instructions: TAX:MULTIPLE TAX JURISDICTIONS APPLY
TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Tripp Lite 42U Rack Enclosure Server Cabinet Premium w Doors & Side Panels Mfg. Part#: SR42UB UNSPSC: 24102001 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	2	858765	$1,206.32	$2,412.64
Panduit MINI-COM Angled Modular Faceplate Patch Panels - patch panel - 2U - Mfg. Part#: CPPLA48WBLY UNSPSC: 43223309 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	3	1385571	$131.41	$394.23
Panduit MINI-COM TX6 Plus - modular insert Mfg. Part#: CJ688TGBU UNSPSC: 31162802 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	230	1250561	$10.29	$2,366.70
Tripp Lite Rack Enclosure Cabinet Horizontal Cable Ring Flexible 1URM Mfg. Part#: SRCABLERING1U UNSPSC: 39131709 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	6	1539348	$36.31	$217.86

QUOTE DETAILS (CONT.)				
Panduit TX6-28 Category 6 Performance - patch cable - 7 ft - blue Mfg. Part#: UTP28SP7BU UNSPSC: 26121609 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	15	2983390	$10.91	$163.65
Panduit TX6-28 Category 6 Performance - patch cable - 5 ft - blue Mfg. Part#: UTP28SP5BU UNSPSC: 26121609 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	30	3298503	$10.13	$303.90
Panduit TX6-28 Category 6 Performance - patch cable - 3 ft - blue Mfg. Part#: UTP28SP3BU UNSPSC: 26121609 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	35	3298534	$10.25	$358.75
Tripp Lite Safe-IT Mobile TV Cart Height-Adjustable for 60-100in Displays Mfg. Part#: DMCS60100XXCK TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	2	6774481	$836.48	$1,672.96
Tripp Lite Heavy-Duty Wall Bracket for 150 450 mm Wire Mesh Cable Trays Mfg. Part#: SRWBWALLBRKTHD TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	12	6169079	$31.26	$375.12
Tripp Lite Wire Mesh Cable Tray 300 x 100 x 1500mm 12in x 4in x 5ft 2 Pack Mfg. Part#: SRWB12410X2STR TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	2	6652335	$178.05	$356.10
Panduit MINI-COM Modular insert (blank)10pack Mfg. Part#: CMBWH-X UNSPSC: 43222819 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	8	352984	$3.39	$27.12
Panduit MINI-COM Classic Series Faceplates with Label and Label Cover - fac Mfg. Part#: CFPL4WHY UNSPSC: 43201612 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	60	1217080	$2.79	$167.40
Panduit TX6-28 Category 6 Performance - patch cable - 7 ft - off white Mfg. Part#: UTP28SP7 UNSPSC: 26121609 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	5	3298544	$12.28	$61.40

QUOTE DETAILS (CONT.)				
Panduit TX6-28 Category 6 Performance - patch cable - 5 ft - off white Mfg. Part#: UTP28SP5 UNSPSC: 26121609 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	5	3297118	$11.54	$57.70
Panduit TX6-28 Category 6 Performance - patch cable - 3 ft - off white Mfg. Part#: UTP28SP3 UNSPSC: 26121609 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	5	3019208	$10.13	$50.65
Samsung QN75Q60BAF Q60B Series - 75" LED-backlit LCD TV - QLED - 4K Mfg. Part#: QN75Q60BAFXZA TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	3	7055692	$1,162.22	$3,486.66
Tripp Lite PDU Monitored 208 230V 20A 18 C13 2 C19 C20 L6-20P LX Interface Mfg. Part#: PDUMNV20HV2LX UNSPSC: 39121017 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	4	4884377	$388.52	$1,554.08
Tripp Lite Display TV Wall Monitor Mount Swivel Tilt 60"-100" Flat Screen Mfg. Part#: DWM60100XX UNSPSC: 31162313 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	1	3670939	$211.76	$211.76
Cisco Catalyst 9300 - Network Advantage - switch - 48 ports - managed - rac Mfg. Part#: C9300-48P-A UNSPSC: 43222612 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	3	4694323	$6,146.69	$18,440.07
Cisco SMARTnet extended service agreement Mfg. Part#: CON-SNT-C93004PA UNSPSC: 81111811 Electronic distribution - NO MEDIA TAX: DECATUR, IL .0000% $.00 Contract: MARKET	3	5686290	$1,954.29	$5,862.87
Cisco Digital Network Architecture Advantage - Term License (3 years) - 48 Mfg. Part#: C9300-DNA-A-48-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	3	4712824	$2,641.69	$7,925.07
Cisco Config 1 - power supply - hot-plug redundant - 715 Watt Mfg. Part#: PWR-C1-715WAC-P= UNSPSC: 39121004	1	5474200	$909.04	$909.04

QUOTE DETAILS (CONT.)				
TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)				
Cisco - expansion module - 100M 1G 2.5G 5G 10 Gigabit Ethernet x 4 Mfg. Part#: C9300-NM-4M= UNSPSC: 43201404 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	4	5099886	$1,148.74	$4,594.96
Cisco Catalyst 9500 - Network Advantage - switch - 16 ports - managed - rac Mfg. Part#: C9500-16X-A UNSPSC: 43222612 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	1	5048723	$12,866.28	$12,866.28
Cisco SMARTnet - extended service agreement Mfg. Part#: CON-SNT-C95K16XA UNSPSC: 81111811 Electronic distribution - NO MEDIA TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	1	5686323	$3,414.54	$3,414.54
Cisco Config 4 - power supply - hot-plug redundant - 950 Watt Mfg. Part#: PWR-C4-950WAC-R/2 UNSPSC: 39121004 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	1	4712845	$1,527.19	$1,527.19
Cisco Network and Digital Network Architecture Advantage - Term License (3 Mfg. Part#: C9500-DNA-L-A-3Y UNSPSC: 43233204 Electronic distribution - NO MEDIA TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	1	4859381	$5,163.38	$5,163.38
Cisco Config 4 - power supply - hot-plug redundant - 950 Watt Mfg. Part#: PWR-C4-950WAC-R= UNSPSC: 39121004 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	1	5018476	$1,465.75	$1,465.75
Cisco StackWise 480 - stacking cable - 3.3 ft Mfg. Part#: STACK-T1-1M= UNSPSC: 26121604 TAX: DECATUR, IL .0000% $.00 Contract: National IPA Technology Solutions (2018011-01)	2	2944936	$175.68	$351.36

SUBTOTAL	$76,759.19
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$76,759.19**

PURCHASER BILLING INFO	DELIVER TO

Billing Address:	Shipping Address:
CITY OF DECATUR ATTN: ACCOUNTIN 1 GARY K ANDERSON PLZ DECATUR, IL 62523-1196 **Phone:** (217) 424-2762 **Payment Terms:** NET 30-VERBAL	CITY OF DECATUR, IL ATTN:MATT BALDWIN 1 GARY K ANDERSON PLZ DECATUR, IL 62523 **Phone:** (217) 424-2762 **Shipping Method:** DROP SHIP-COMMON CARRIER
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Fede Guerra | 800.808.4239 | fede.guerra@cdwg.com

LEASE OPTIONS			
FMV TOTAL	**FMV LEASE OPTION**	**BO TOTAL**	**BO LEASE OPTION**
$76,759.19	**$2,057.91/Month**	**$76,759.19**	**$2,377.23/Month**

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

• Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.

• Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.

• Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

• Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.

• Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

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Bodine Communications
A Division of Bodine Electric of Decatur

1845 N. 22nd St. • P.O. Box 976 • Decatur, IL • 62525 • (217) 423-2593
509B S. Country Fair Drive • Champaign, IL • 61821 • (217) 352-3804

PROPOSAL NO.	TN230503106	REVISION NO.	Choose an item.
PROJECT	Fiber and copper terminations for Decatur Public Library		

5/1/2023

Matt Baldwin
City of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523

Bodine Communications, a division of Bodine Electric of Decatur, proposes to furnish all supervision, labor, materials and tools for the electrical installation for the above referenced project.

This proposal will be held good until end of business on 6/1/2023. Please review the following scope of work, clarifications/exceptions, exclusions and other conditions.

This proposal is based on our understanding of the electrical installation gathered from direct communication with Matt Baldwin dated 4/28/2023.

This proposal is subject to sections A, B, C and D listed below.

SECTION A — SCOPE OF WORK

Fiber Optic installation

1. Provide and install (1) Corning 24F single-mode, armored, plenum fiber from existing fiber enclosure on 2nd floor to the new data closet on 2nd floor.
2. Provide and install (2) Corning 12F single-mode LC cassettes.
3. Provide and install (1) Corning SPH-01P single cassette wall mount enclosure.
4. Terminate, test, and label newly installed fiber.

Copper terminations

1. Terminate 220 Cat6 jacks.
2. Install Cat6 patch panels.
3. Install faceplates at each location.
4. Provide labeling for data cables, faceplates, and patch panels.
5. Test each cable for connectivity.

SECTION B — CLARIFICATIONS/EXCEPTIONS

1. Only 12F of the single-mode fiber will be terminated to the cassettes.
2. Fiber to be installed in existing j-hook cable pathway.
3. Fiber to be terminated to wall mount enclosure on South wall with a 20” service loop for future mobility.
4. All copper termination materials (jacks, faceplate, and patch panels) to be provided by the City of Decatur.

CONFIDENTIALITY NOTICE: This proposal contains confidential information, which is legally privileged. The designated receiver is hereby notified that any disclosure, copying or distribution is prohibited unless authorized by the sender. If you are not the designated recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. The sender does not intend to waive any privilege by transmitting this information. If you have received this proposal in error, please immediately contact us at (217) 423-2593 to arrange for its return.

SECTION C — EXCLUSIONS

1. All waste generated by Bodine Communications will be disposed of in dumpsters provided by the site owner or general contractor. Unless explicitly called out for in the scope of work, Bodine has excluded all work and cost associated with removal, disposal or abatement of any contaminated spoils or material.
2. This proposal does not include any utility costs.
3. All costs associated with permit(s) are excluded from this proposal.
4. Bodine Communications will require a tax-exempt certificate for any project that is awarded as such before executing a contract. Any sales and use taxes are excluded from this proposal.
5. Costs associated with site layout/surveying are excluded from this proposal.
6. This proposal does not include any work related to temperature controls, including any conduit, wire or devices related to such controls.
7. Corrections to pre-existing code violations are not included in this proposal.
8. Patching, painting and firestopping are excluded from this proposal.

SECTION D — OTHER CONDITIONS

Costs for premium wages are not included in this proposal. Our standard working hours are 7 a.m. to 3:30 p.m., Monday through Friday excluding holidays.

This quotation is based upon the understanding that Bodine Communications has necessarily assumed certain conditions to arrive at its best estimate for performing the work. In the event actual conditions significantly vary from our assumptions, then a fair adjustment to the price is expected. These include:

- Physical conditions significantly different from what could be determined from a reasonable inspection of the worksite and/or information supplied by customer.
- The correctness and completeness of the contract documents are the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown, described and/or detailed in the provided contract documents.
- Inability to start work and have reasonably uninterrupted access to Bodine Communications' work until completed.
- Reasonably prompt resolution of any questions that may arise in the course of the work, including any necessary approvals by the customer or its agents.
- Standard insurance coverage currently in effect at the time of submission. All non-standard insurance requirements shall be waived, or the direct cost paid by the requestor.
- Due to the volatility of the commodities market, this proposal will be held firm until the date specified on Page 1 of this document.

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY ANY PANDEMIC OR NATIONAL EMERGENCY. Given the existence of any pandemic or national emergency, Bodine Communications will use its best efforts to staff and supply this project to meet the scheduled completion date. However, Bodine Communications reserves its right to seek an excusable extension of time if Bodine Communications or its suppliers are unable to maintain planned crew sizes or procure materials or equipment due to effects of the pandemic or emergency; supply shortages; or governmental restraints/mandates on business, travel and/or assembly. To the extent that the project is suspended, Bodine Communications will intend to seek additional costs associated with the suspension.

It is recognized and agreed that should the City of Decatur mandate that Bodine Communications' employees, staff or suppliers be vaccinated and/or be subject to other testing or procedural requirements — and such mandate adversely affects Bodine Communications' ability to meet the project schedule because Bodine Communications cannot properly staff the project as originally anticipated — Bodine Communications shall be entitled to a change order increasing the contract time or contract sum.

Bodine Communications' payment terms are 30 days from date of invoice.

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Bodine Communications has and always will hold the safety of its employees in the highest regard. This standard will be demonstrated on this project with the presence of our safety department personnel on a regular basis. Our experience modification rate of **0.86** is far below the national average.

We further reserve the right to negotiate the terms of the contract that the customer may wish to use.

This proposal will be considered valid by Bodine Communications only after contract terms and conditions have been reviewed, negotiated and agreed upon, if necessary.

Fiber install $2,630.27
Copper termination/test/label $6,740.68

Thank you for the opportunity to offer this proposal. Please feel free to contact me by phone at (**217**) **423-2593** or by email at **tnave@bodinemail.com** if you have any questions, or to schedule this project.

Sincerely,

Tim Nave
Bodine Communications

Attachments: Choose an item.

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SUBJECT: Resolution Authorizing Application Submittal and Execution of the Technical Assistance Grant with IDOT Office of Intermodal Project Implementation

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Notice of Funding Opportunity (NOFO)	Backup Material

OFFICE OF THE CITY MANAGER

May 15, 2023

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager
Lacie Elzy, Transportation Services Director

SUBJECT: Resolution Authorizing Application Submittal and Execution of the Technical Assistance Grant With IDOT Office of Intermodal Project Implementation.

RECOMMENDATION: The attached Resolution allows for the City of Decatur to submit the application for the Illinois Department of Transportation's Technical Assistant Planning Grant in the amount of $222,000.

BACKGROUND: In the past, the City of Decatur has been awarded a Technical Assistance Planning grant from IDOT, referred to internally as the Route Study. Rebuild Round I and Rebuild Round II grants. The Route Study will allow us to allocate our resources where we need them while optimizing the route system and increasing ridership.

The City of Decatur is now applying for another round of IDOT's Technical Assistant Planning Grants. This grant will allow for a feasibility study to be conducted, in which intercity coach service would be used to connect the City of Decatur to the Amtrak stations in Springfield and Champaign with a longer-term goal of connecting Amtrak to Decatur via Champaign-Decatur-Springfield. We recognize that although the City of Decatur is home to multiple rail companies, we have no passenger/commuter rail stations nor connectivity to passenger/commuter rail stations in surrounding cities.

Any award for professional planning services will be presented to council at a later date. If the grant is awarded there will be a $37,000 local match, which the City can pay from Transit ARPA funds.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Lacie Elzy at 217-542-3559 or Lelzy@decaturil.gov

BUDGET/TIME IMPLICATIONS: Authorizes the application submittal of the IDOT Technical Assistance Grant.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING APPLICATION SUBMITTAL AND EXECUTION OF THE TECHNICAL ASSISTANCE GRANT WITH IDOT OFFICE OF INTERMODAL PROJECT IMPLEMENTATION

WHEREAS, 20 ILCS 2705/2705-300 and 2705-305 of the Department of Transportation Law authorizes the Illinois Department of Transportation (IDOT) to make financial assistance available for the purpose of conducting studies, demonstrations and development projects which shall be designed to test and develop methods for increasing public use of mass transportation and for providing mass transportation in an efficient, coordinated, and convenient manner; and

WHEREAS, funding may be provided from a 49 U.S.C. § 5305 grant made to IDOT by the Federal Transit Administration (FTA), and/or by IDOT funds, and/or by the City of Decatur using local funds.

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

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

Section 1. That an application be made to IDOT's Office of Intermodal Project Implementation, for a grant to study the feasibility of intercity coach service and passenger rail for the City of Decatur, Illinois.

Section 2. That the City Manager of the City of Decatur, Illinos is hereby authorized and directed to sign and submit such application on behalf of the City of Decatur, Illinois.

Section 3. That the transit staff of the City of Decatur, Illinos is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That City Manager of the City of Decatur, Illinois is hereby authorized and directed to execute on behalf of the City of Decatur, the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 5. That transit staff of the City of Decatur is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PRESENTED AND ADOPTED this 15th day of May 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

State of Illinois Uniform Notice of Funding Opportunity (NOFO)
Summary Information

Awarding Agency Name	Transportation
Agency Contact	Chuck Abraham (Charles.Abraham@illinois.gov)
Announcement Type	Initial
Type of Assistance Instrument	Grant
Funding Opportunity Number	23-494-80-1136
Funding Opportunity Title	Transit Statewide/Non-Metropolitan Transportation Planning - Federal Sec 5305(e)
CSFA Number	494-80-1136
CSFA Popular Name	Transit Federal Tech Studies
Anticipated Number of Awards	N/A
Estimated Total Program Funding	$2,500,000
Award Range	No set amount; previous awards have been approximately $80,000 - $500,000
Source of Funding	Federal and State
Cost Sharing or Matching Requirements	Yes
Indirect Costs Allowed	Yes
Restrictions on Indirect Costs	Yes : 2 CFR 200; IL GATU set rates for Illinois state-run universities
Posted Date	04/10/2023
Application Date Range	04/10/2023 - 05/24/2023 at 17:00 CST
Grant Application Link	
Technical Assistance Session	Offered : Yes Mandatory : No Date : 04/18/2023 at 10:00 am CST Link to join at time of event : https://bit.ly/3zgbQ06

A. Program Description

The Illinois Department of Transportation (the Department) shall be applying for federal Section 5305(e) State Planning and Research funds and has limited state matching funds to pay for and oversee balanced and comprehensive planning, preliminary engineering, design, and evaluation studies of public and non-public transportation modes that are included in the metropolitan or statewide transportation planning process (49 USC 5305(e)). These studies shall help the successful applicant (Grantee) mitigate or resolve an intermodal transportation problem while also furthering one or more of the primary goals listed below. The Illinois Long-Range Transportation Plan further describes these primary goals (https://idot.illinois.gov/Assets/uploads/files/About-IDOT/Misc/Planning/IDOT_LRTP_1_Introduction4119df.pdf).

1. Increase accessibility and mobility of people and freight.
2. Enhance travel and tourism.
3. Increase security for motorized and non-motorized users.
4. Increase safety for motorized and non-motorized users.
5. Support economic vitality.
6. Enhance integration and connectivity across modes.
7. Promote efficient system management and operation.
8. Emphasize preservation of the existing transportation system.
9. Improve resiliency and reliability of the transportation system and reduce or mitigate the stormwater impacts of surface transportation.
10. Promote environmental protection, energy conservation, improved quality-of-life, and consistency between transportation improvements, land use, and economic development.

Previously funded projects included, but were not limited to the following: Transit alternatives analyses, transit comprehensive operations analyses, corridor comprehensive transportation studies, express and night bus feasibility studies, fare pricing analyses, logistics corridor feasibility studies, pandemic-related transit ridership studies, smart corridor plan and design studies, transit center/capital feasibility studies, transit equity studies, transit market analyses, travel behavior studies, passenger rail extension feasibility studies, bus rapid transit/arterial rapid transit corridor studies, bicycle network planning, and travel demand forecast model development.

This program shall use the following general performance measures to judge each study's success:

1. Adherence to the mutually agreed upon Scope of Work, budget, milestones, and deliverables.

2. Prompt and accurate response to the Department's inquiries about the study.

3. The Grantee's ability to work well with the Department as the Department shall oversee the study's progress. The Grantee shall invite the Department to all meetings and provide the Department's Program Support (Planning) Section sufficient time to review all study deliverables.

4. Timely, accurate, comprehensive, and well-written deliverables that address the Scope of Work. More specific performance measures may be added at a later date to the Grant Agreement to address the specific

nature of each study.

5. Timely completion of the required Periodic Performance Reporting and Periodic Financial Reporting Forms and all other reports that the Department shall require while performing this study.

Please note: Local Public Agencies (including public transit agencies) are no longer required to follow certain GATA processes for awards under this program. However, all other agencies (e.g., state-run universities) will have to follow GATA requirements. A GATA budget will still be required of all applicants as documentation of the proposed budget breakdown.

Most studies under this program involve hiring a third-party consultant through a public bidding process. Public agencies with the technical expertise to perform these studies in-house may apply to do so. Such public agencies may include, but are not limited to: universities, metropolitan planning organizations, and regional planning commissions. Private and non-profit applicants must have a public-sector partner who leads the application and subsequent study.

B. Funding Information

The Department shall be applying for approximately $2,500,000 from the Federal Transit Administration (FTA) to award Section 5305(e) planning funds to successful Applicants for Section 5305(e). The average grant awarded during the last award period was $212,293. The amount of the award shall depend upon the complexity of the problem proposed for study. The Department may award partial or extra funding to a project if the applicant has requested an amount different from what the Department believes will be necessary to complete the study. The Department shall reimburse Grantees for eligible and reasonable expenses that directly pertain to the study. Grantees, however, shall have funding available to cover their study costs up front before seeking reimbursement from the Department.

Applicants should typically anticipate completion of their studies within two years of the Agreement Execution Date and should provide a reasonable timeframe for their study in the application. This timeframe should adequately reflect the study's scope and complexity. The Department shall typically expect Grantees to begin their studies within two months of receiving an executed Agreement.

After making the decision to award a grant, the Department may ask a Grantee to modify the Scope of Work, deliverables, timeline, and/or budget. Successful applicants shall receive a grant agreement. Applicants who have existing grants under this program may apply for new grants.

C. Eligibility Information

1. Eligible Applicants

An entity may not apply for a grant until the entity has registered and pre-qualified through the Grant Accountability and Transparency Act (GATA) Grantee Portal, www.grants.illinois.gov/portal. Each entity should check with their County or Municipalities' highest level (generally the treasurer, clerk, etc.) to see how they are currently registered in the GATA portal. Registration and pre-qualification are required annually. During pre-qualification, verifications are performed including a check of federal SAM.gov Exclusion List and status on the Illinois Stop Payment List. The Grantee Portal alerts the entity of "qualified" status or informs how to remediate a negative verification (e.g., inactive UEI, not in good standing with the Secretary of State). Inclusion on the SAM.gov Exclusion List cannot be remediated.

For Local Governments there are two types of registrations, which include:

- Centralized - primarily for Local Governments (most common type) - Counties and Municipalities with multiple departments and divisions where the funds/awards go to the county or municipality's highest level and then to the specific division or department. The highest entity level would register for all departments and divisions. All entities that fall under this centralized registration would be listed/identified in a "Grantee Note" by the registrant or the registrant can obtain assistance from DOT.GATA@illinois.gov to enter in the additional entities for them. All of the awards for any of the entities listed would go to the registered FEIN, UEI and GATA registration (a.k.a. Organization ID) numbers listed on the centralized registration. ***One*** Internal Control Questionnaire (ICQ) would be completed and ***ONE*** Indirect Cost Rate would be identified for all entities identified under the registration.

- Parent/Child - primarily for Local Governments (least common type) - Counties and Municipalities with multiple departments and divisions that have their own UEI numbers AND receive the funds/awards directly. The funds/awards DO NOT go through the highest level. The highest entity (the parent) level would register their FEIN and UEI, complete an ICQ and select an indirect cost rate.

Governmental agencies and mass transit operators who are not on the SAM.gov Exclusion List or the Illinois Stop Payment List

2. Cost Sharing or Matching

The Federal Transit Administration requires a 20% non-federal, cash match. State funds are available in limited quantities to eligible agencies to match available federal transportation planning (Section 5305(e)) funds.

For GATA grantee recipients, all non-matching funds shall be processed under this CSFA program by issuing a Notice of State Award (NOSA) and posting the award. All other grantee recipients shall be notified of the status of their award via an email and/or other form of communication.

Applicants who are seeking matching funds from the Department should specify this in their application in BlackCat. (For those who have not applied for funding using BlackCat before, the Department recommends attendance at the optional webinar on Tuesday, April 18, at 10am CST, to learn more about the BlackCat application process. The link to join that webinar at the time of the event is: https://bit.ly/3zgbQ06.)

If there are more applications than available funding, the Department shall rank the proposals and give added consideration to those applications with a local cash match, depending upon funding availability. (Please see Section E(2) of this Notice for further details on the ranking process.)

3. Indirect Cost Rate

Applicants that are going to charge an indirect cost rate on a grant must have an approved ICR rate.

On an annual basis, grantees/subrecipients are required to make an indirect cost rate election through the State of Illinois Grantee Portal.

The requirements for the centralized indirect cost rate process includes the election or negotiation of the following indirect cost rate types as specified in the Federal Uniform Guidance:

1. Waiving the right to charge indirect costs to grant awards (Waive or No Rate);
2. Using the De Minimis Rate of 10% of Modified Total Direct Costs (10% MTDC);
3. Negotiating an Indirect Cost Rate Agreement with the State of Illinois (State NICRA), except Local Governments, please see below.
4. Using a current Federally Negotiated Indirect Cost Rate Agreement (Federal NICRA), except Local Governments, please see below.

Special Requirements for Local Governments
a. Local Governments are allowed to negotiate rates by individual departments or the entity as a whole. In order to negotiate an indirect cost rate by department, an applicant must have a separate Unique Entity Identifier (UEI) and register separately in the GATA Grantee Portal since the Department is required to treat applicants as an individual organization.
b. Local Governments receiving more than $35 million in direct federal funding are required to negotiate their indirect cost rate with their federal cognizant agency.
c. Local Governments receiving less than $35 million in direct federal funding are required to maintain indirect cost rate proposals (ICRPs) for federal audit purposes. These federally maintained proposals must be submitted to the State of Illinois to be reviewed. They must meet monitoring requirements. For purposes of the Centralized System, these federal ICRPs will be labeled as “State NICRAs” for local governments.

Election Timeframes

New Elections
Grantees/subrecipients must submit an initial indirect cost proposal or rate election in the Centralized System upon notice of award, and no later than 90 days after the effective date of the state award.

Subsequent Elections
Grantees/subrecipients that have previously established a State NICRA or made an election, are required to submit a new indirect cost proposal or rate election within six (6) months after the grantee/subrecipient’s fiscal year end.

Federal NICRA Provisional Rate Elections
Certain federal agencies may provide provisional rates beyond a grantee/subrecipient's current fiscal year end. Therefore, the Centralized ICR System will request a grantee/subrecipient with a current Federal NICRA to make a subsequent election immediately upon the receipt of a new federal NICRA.

De Minimus and Waive will remain in perpetuity, or until the grantee decides to negotiate a rate.

If a Grantee is going to have a sub-award and/or consultant and they are going to charge an ICR rate, the Grantee will be required to ensure the consultant and/or sub-award have an approved NICRA or State of Illinois Rate. The Department will ask for documentation of this rate.

Illinois state-run universities, however, shall follow the rate-setting guidance that the Illinois Grants Accountability and Transparency Unit (GATU) has provided, which is 10% off-campus or 20% on-campus (please see the attached memo). If a State University has a "State Rate Memo" that re-worked their federal rates, they must remove the state-funded appropriations for health and pensions from the rate calculation. The Department will then accept those rates with proper documentation.

4. Other, if applicable

D. Application and Submission Information

1. Address to Request Application Package

The applications will all take place through the Department's transit grants management platform, BlackCat, at https://ildot.blackcattransit.com/. This is the system that most downstate transit agencies currently use for managing any operating or capital awards.

Qualifying applicants without current access to the BlackCat system may email Jack Cruikshank at John.Cruikshank@Illinois.gov with the name(s) and email address(es) of anyone who will need system access. The Department strongly recommends setting up this access as soon as possible.

If the Department experiences any technical difficulties on the last day of this call, it shall notify any applicants with started, yet unsubmitted, applications and extend the deadline by the amount of time lost.

2. Content and Form of Application Submission

All applicants, whether GATA-exempt or not, are required to fully complete the following with their application:

1. A Programmatic Risk Assessment,
2. A Uniform Application for Grant Assistance,
3. A Supplement to the Uniform Application for Grant Assistance for Section 5305(e) State Planning and Research (Technical Services) Grants (except the Board Resolution and Letter of Support),
4. A Signed Uniform Grant Budget, and
5. The Uniform Grant Agreement Affidavit of Disclosure of Conflicts of Interest--Grantee.

Blank copies of each of these forms are stored in BlackCat for applicants to download, complete, and re-upload.

If the Department chooses a proposal for an award, the Applicant shall be required to provide the following before receiving an Agreement:

1. One or more letters showing local support for the study (or project)
2. An executed Board Resolution for this study or project; an example is contained in the Supplement to the Uniform Application for Grant Assistance.

While letter(s) of support are not required to submit the application, they may be included in the BlackCat application if they are ready at the time of application.

3. Each applicant (unless the applicant is an individual or Federal or State awarding agency that is exempt from the requirements under 2 CFR §25.110(b) or (c), or has an exception approved by the Federal or State awarding agency under 2 CFR § 25.110 (d) is required to:

(iv) Be registered in SAM before submitting its application. To establish a SAM registration, go to www.SAM.gov and/or utilize this instructional link: How to Register in SAM from the www.grants.illinois.gov Resource Links tab. As of 6/11/18, entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Use the updated FAQ sheet from SAM.gov to learn more.

(v) Provide a valid UEI number in its application; and

(vi) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal, Federal pass-through or State award or an application or plan under consideration by a Federal or State awarding agency. It also must state that the State awarding agency may not make a Federal pass-through or State award to an applicant until the applicant has complied with all applicable UEI and SAM requirements and, if an applicant has not fully complied with the requirements by the time the State awarding agency is ready to make a Federal pass-through or State award, the State awarding agency may determine that the applicant is not qualified to receive a Federal pass-through or State award and use that determination as a basis for making a Federal pass-through or State award to another applicant.

4. Submission Dates and Times

Eligible entities shall submit their completed applications via the Department's transit grants management platform, BlackCat, by no later than 5:00 PM CST on Wednesday, May 24, 2023. The Department shall not review or consider applications received after the solicitation deadline.

For any questions about the BlackCat processes, please contact:

Jack Cruikshank
Transportation System Planner

Office of Intermodal Project Implementation
Illinois Department of Transportation
69 W. Washington, Suite 2100
Chicago, IL 60602

John.Cruikshank@Illinois.gov

Applicants are encouraged to submit their applications before the last day to avoid any potential problems with submitting their application. As previously noted, if the Department experiences any technical difficulties on the last day, it shall notify all applicants with unsubmitted projects and extend the deadline for the amount of time lost.

5. Intergovernmental Review, if applicable

N/A

6. Funding Restrictions

Ineligible costs include, but are not limited to: alcohol, lobbying, costs incurred in developing the grant proposal, unreasonable costs for the amount of goods and/or services purchased, costs that were unnecessary for accomplishing the study, and costs that do not conform to the final, approved application and Uniform Grant Budget (without the Department's prior written approval). All eligible costs shall also meet the principles stated in 2 CFR 200.

7. Other Submission Requirements

E. Application Review Information

1. Criteria

The Department shall evaluate each application on the following criteria: a) whether the proposed study furthers one or more of the Statewide Transportation Plan's goals or objectives, b) whether the proposed study's scope is logical and fully detailed, c) whether the proposed study can solve or mitigate a problem dealing with public and/or intermodal

transportation, d) whether the proposed study is implementable when completed, and e) the extent to which the applicant is providing a local cash match.

The Department shall score up to 20 points for criteria (a) through (e) and rank the applications based on the total score. The Department shall try to fund as many desirable studies as possible within the available budget. Studies that have local matches shall have an increased chance of receiving funding when funding is available.

2. Review and Selection Process

Department staff from the Office of Intermodal Project Implementation, the Office of Planning & Programming, and/or the Secretary's Office shall review the applications. After an application is accepted for funding, the Department may ask applicants in writing to modify their application, budget, or total study amount. Applicants should then determine whether they would still like to proceed with the study and the modifications, ask for further clarification why the request was made, or decline to proceed with the study and the modifications.

Applicants who seek to appeal the decision on selected projects should direct their appeal in writing to Mr. Jason Osborn, the Director of the Office of Intermodal Project Implementation (Jason.Osborn@illinois.gov). He shall evaluate the appeal and make a final decision.

The Department is not obligated to make any awards as a result of this announcement.

3. Anticipated Announcement and State Award Dates, if applicable

Anticipated Announcement in Late Summer 2023 for projects to begin in early 2024

F. Award Administration Information

1. State Award Notices

Successful applicants will receive a Notice of State Award (NOSA) which specifies the funding terms and specific conditions resulting from the pre-award risk assessments. The NOSA will be provided and must be accepted through the Grantee Portal. The NOSA is not authorization to begin performance or incur costs.

For Grantees receiving an award under GATA, the NOSA lets Grantees know that the Department shall publish a Grant Agreement under the terms and conditions found in the NOSA after the Grantees accept it. For all others, the Department shall notify Grantees about their awards through an email.

2. Administrative and National Policy Requirements

As each study is different, the Grant Agreement shall detail the specific tasks that each Grantee is expected to carry out. However, all Grantees are expected to submit all of their required deliverables on time to the Grantor for review and shall cooperatively work with the Grantor's Program Support (Planning) Section, which shall oversee the studies on the Grantor's behalf. Grantees shall not modify the terms of the Agreement without seeking the Grantor's written approval in the form of an accepted negotiation, amendment, or change order.

Grantees are expected to submit invoices monthly or quarterly. These invoices shall include progress reports, timesheets documenting work performed on the study, and itemized receipts verifying eligible and reasonable direct expenses pertaining to the study.

3. Reporting

The Uniform Periodic Performance Report (PPR) and the Uniform Periodic Financial Report (PFR) have been combined into IDOT's BoBS 2832 Reporting Form. Quarterly reporting will be required unless more frequent reporting is required pursuant to specific award conditions.

These reports will describe the expenditure(s) of the funds and performance measures related thereto. The first BoBS 2832 report shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three-month period covered by the report. Failure to submit the required BoBS 2832 report may cause a delay or suspension of funding.

G. State Awarding Agency Contact(s)

If you have any questions about this solicitation, please contact either Chuck Abraham at Charles.Abraham@illinois.gov or Jack Cruikshank at John.Cruikshank@illinois.gov.

H. Other Information

Certifications and Assurances:

I. Certifications

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

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

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

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

4. **Lobbying:** Applicant certifies that it has not paid prior grant funds, or upon receiving an Award and Grant Agreement, will not be paying Grant Funds by or on behalf of Applicant to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative or intergovernmental agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative or intergovernmental agreement. 31 USC 1352. Additionally, Applicant certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

    i. **Federal Form LLL:** If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with a Uniform Application for State Grant Assistance and subsequent Award and Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
    ii. **Lobbying Costs:** Applicant certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with a Grant Agreement pursuant to an Award, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
    iii. **Procurement Lobbying:** Applicant warrants and certifies that it and, to the best of its knowledge, its sub-grantees, if Applicant intends to use sub-grantees upon issuance of an Award and subsequent Grant Agreement, have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
    iv. **Sub-awards:** If Applicant is issued an Award and subsequent, Grant Agreement, and intends to utilize sub-Grantees, Applicant certifies it will include the language of this certification in the award documents for any sub-awards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Applicant shall forward all disclosures by contractors regarding this certification to Grantor.

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

6. **International Boycott:** Applicant certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export

Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

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

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

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

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

11. **Clean Air Act and Clean Water Act**: Applicant certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

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

13. **Non-procurement Debarment and Suspension:** Applicant certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

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

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

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

17. **Forced Labor Act:** Applicant certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that, if it receives an Award and subsequent Grant Agreement, no foreign-made equipment, materials, or supplies furnished to the State under the Agreement have been or will be produced in whole or in part by forced

labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

18. **Illinois Use Tax:** Applicant certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Applicant acknowledges that the Award and subsequent Grant Agreement may be declared void if this certification is false.

19. **Environmental Protection Act Violations:** Applicant certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award. Grantee acknowledges that the Award and subsequent Grant Agreement may be declared void if this certification is false.

20. **Goods from Child Labor Act:** Applicant certifies that no foreign-made equipment, materials, or supplies furnished to the State under a Grant Agreement executed pursuant to an Award have been or will be produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

21. **Federal Funding Accountability and Transparency Act of 2006:** Applicant certifies that it is in compliance with the terms and requirements of 31 USC 6101. Applicant further certifies it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

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

23. **Compliance with Non-Discrimination Laws:** Applicant, its employees and subcontractors under subcontract made pursuant to an Award and subsequent Grant Agreement, certifies that it shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

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

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

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

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

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

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

II. Assurances

1. **Applicant Standing and Authority:** Applicant assures it is duly organized, validly existing and in good standing under the laws of the State in which it was incorporated or organized and that it has the requisite power and authority to:
    i. Execute and deliver the Uniform Application for State Grant Assistance on behalf of the Applicant;
    ii. Execute and file the required certifications, assurances, Intergovernmental Agreements and Grant Agreements on behalf of the Applicant binding the Applicant;
    iii. Execute Grant Agreements, Intergovernmental Agreements, and all other documents to be executed by Applicant in connection with the Award and subsequent Agreement with Grantor on behalf of the Applicant.
    iv. Upon receiving an award and subsequent Intergovernmental Agreement or Grant Agreement, perform its obligations hereunder and to consummate the transactions contemplated within the Agreement.
    v. If Applicant is organized under the laws of another jurisdiction, Applicant warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

2. **General Assurances:**
    i. Applicant assures it will comply with all applicable State, Federal and local laws and State administrative regulations in carrying out any project supported by a State of Illinois Grant Agreement or Intergovernmental Agreement, and any and all license requirements or professional certification provisions.
    ii. Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the Grant Agreement or Intergovernmental Agreement with Grantor issued for its project.
    iii. Where applicable, Applicant assures it will comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Applicant concerning persons served under an Intergovernmental Agreement or Grant Agreement. The records and information shall be protected by Applicant from unauthorized disclosure.
    iv. Applicant recognizes that Federal and State laws and regulations may be modified from time to time, and those modifications may affect project implementation. The Applicant understands that Presidential executive orders, executive orders from the Office of the Governor, Federal and State directives, including policies and program guidance may be issued concerning matters affecting the Applicant or the project.
    v. The Applicant agrees that the most recent Federal and State laws, regulations, and directives will apply to the project, unless Grantor issues a written determination otherwise.

3. **Registration Assurance**: Applicant assures it and any sub-grantees it might intend to utilize shall:
    i. be registered with the Federal SAM;
    ii. be in good standing with the Illinois Secretary of State, if applicable; and
    iii. have a valid UEI number.

    Applicant understands its responsibility to remain current with these registrations and requirements. If Applicant's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Application for State Grant Assistance changes, Applicant must notify the Grantor.

4. **Gift Ban Assurance:** Applicant understands it is prohibited from giving gifts to State employees and assures it will not give any gifts pursuant to Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

5. **Freedom of Information Act (FOIA) Assurance:** Applicant assures that upon request, Applicant shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

Other information, if applicable:

Procurement Information for Successful Applicants (Grantees) Who Shall Hire a Consultant to Perform Their Scope of Work:

6. No Government Obligation to Third-Parties: The Grantor and the FTA shall not be subject to any obligations or liabilities by or to contractors of the Grantee or their subcontractors or any other person not a party to this Agreement in connection with the performance of this Project, without its express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by the Grantor or the FTA to such contractors or subcontractor(s). The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to this provision.

7. Grantee's Responsibility for Compliance: Irrespective of the participation of other parties or the subcontracting of work on the Project by the Grantee, the Grantee shall continue to remain responsible to the Grantor and FTA for compliance with all federal and state requirements, including but not limited to applicable statutes, regulations, executive orders, and/or the Master Agreement between the Grantor and FTA (a copy of which is incorporated herein by reference), or by the Grant Agreement.

8. Contracts: All contracts for goods, property, and services exceeding $10,000 must be approved in writing by the Grantor prior to the Grantee executing or obligating itself to such contracts, unless otherwise specifically agreed to by the Grantor in writing. Any such contract or subcontract approved by the Grantor shall contain all of the contract clauses provided pursuant to this Agreement, and conform to the requirements of FTA Circular 4220.1E, "Third Party Contracting Requirements", November 1, 2008 and any later revisions thereto,

and 49 CFR 18.36 or at 49 CFR 1940 through 1948 and other applicable federal regulations pertaining to third-party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open, and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Grantor approval in writing.

9. Exclusionary or Discriminatory Specifications: Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 USC 5323(h).

10. Award to Other Than the Lowest Bidder: In accordance with 49 USC 5325c, the Grantee may award a third-party contract to other than the lowest bidder in connection with a procurement, only when such award furthers an objective (such as an improved long-term operational efficiency and lower costs) consistent with the purposes of 49 USC Chapter 53, and any implementing regulations that FTA may issue.

11. The Grantee agrees to comply with applicable provisions of the Service Contract Act of 1965, as amended (41 USC 351, et seq.).

12. Award to Responsible Contractors: In compliance with 49 USC 5325(j), the Grantee agrees to award third-party contracts only to those contractors possessing the ability to successfully perform under the terms of the proposed procurement. Before awarding a third-party contract, the Grantee agrees to consider:

    a. The third-party contractor's integrity;

    b. The third-party contractor's compliance with public policy;

    c. The third-party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 USC 5309(l)(2), if any; and

    d. The third-party contractor's financial and technical resources.

13. Geographic restrictions: The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Grantor and FTA.

14. Third-Party Disputes or Breaches: The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third-party contract, and FTA and the Grantor reserve the right to concur in any compromise or settlement of any third-party contract claim involving the Grantee. The Grantee will only notify the FTA and the Grantor of any current or prospective major dispute pertaining to any third-party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both the FTA and the Grantor before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third-party recovery. Unless permitted by the Government, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Grantor's immunity to suit.

Illinois Department of Transportation

Office of Finance and Administration / Bureau of Business Services
2300 South Dirksen Parkway / Springfield, Illinois 62764

MEMORANDUM

Date: Friday, January 24, 2020
To: IDOT Grant and Program Staff
From: Joanne Woodworth, Acting Chief Financial Officer JCW
Subject: University Indirect Cost Rates

POLICY: State of Illinois Universities Facilities and Administration (F&A) Memorandum

Federal Facilities and Administrative (F&A) rate agreements are used for indirect cost reimbursement on grants, contracts and/or other agreements issued or awarded to State Universities by all Federal Agencies of the United States in accordance with the cost principles mandated by 2 CFR 200.

State Universities have recognized the State of Illinois continuously funds a portion of its facilities and administrative costs through annual general fund appropriations. Consequently, State Universities cannot seek the same percentage of indirect reimbursement from Federal pass-through and State of Illinois awards issued by State of Illinois Agencies.

Therefore, The Grant Accountability and Transparency Unit, The Governor's Office of Management & Budget along with Chief Accountability Officers from State of Illinois awarding agencies recommend the following F&A policy for State funded Universities.

The following State University F&A Rate and Base will apply to all State issued awards that contain either Federal pass-through funding or State funding.

RATE: 20%, Rate for awards or programs administered On-Campus*
10%, Rate for awards or Programs administered Off-Campus*

BASE: Base approved in the State Universities' current Federally Negotiated Indirect Cost Rate Agreement (NICRA)

*Criteria for utilization of the On/Off campus rate is located within the general terms and conditions of Federal NICRA for each State University. If not clearly defined, State awarding agencies and officers will make final determination based upon the purposes of the grant scope.

Notice of Funding Opportunity (NOFO): The IDOT Grants Section immediately requests this F&A policy language be included within the "Indirect Cost Rate" section of current NOFOs.

Listing of State of Illinois Universities that must follow the recommended F&A policy

1. Chicago State University
2. Eastern Illinois University
3. Governors State University
4. University of Illinois at Chicago
5. University of Illinois at Springfield
6. University of Illinois at Urbana-Champaign
7. Illinois State University
8. Northeastern Illinois University
9. Northern Illinois University
10. Southern Illinois University Carbondale
11. Southern Illinois University Edwardsville
12. Western Illinois University

If you have questions, please contact:

Melanie Turner, Acting Chief Accountability Officer
Grant Services & Administration Section
Bureau of Business Services
Illinois Department of Transportation
2300 S. Dirksen Parkway, Room 302
Springfield, Illinois 62764
(217) 782-4904

DATE: 5/10/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Motion Amending City Council Policies Concerning Placing Items on the City Council Agenda

SUMMARY RECOMMENDATION: Memo is attached.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Backup Documentation	Backup Material

May 11, 2023

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Possible Revision of City Council Policy Regarding Agenda Formulation

In accordance with existing City Council Policy A(5)(b), on March 20, 2023 two members of the City Council requested that a provision of City Council Policy A(3)(a) be re-evaluated, and that council members discuss and potentially amend existing policy governing the number of council members required to place new action items on future published agendas. To be clear, the discussion and potential amendment changes to the City Council Policy are for new action items only. For study session items, existing City Council Policy (A)(3)(g) allows study session items to be placed on future published agendas if four members of the City Council concur with the request. A copy of the existing policy language is attached, with the pertinent section highlighted.

City Council agendas are set by the Mayor and City Manager. As a practical matter, however, the Mayor and City Manager both engage in ongoing and regular one-on-one conversations with council members, citizens, senior staff, vendors, stakeholders, intergovernmental partners, and others, all of which contribute to the development of meeting agendas. In short, creating the council's agendas is a collaborative process with input from numerous sources. Additionally, each regular City Council meeting agenda includes an "Other Business" section where individual council members can raise any issue they wish (although no votes can be taken on items that are not specifically listed on the agenda). Items raised and briefly discussed under "Other Business" have often resulted in consensus decisions by the council (or simple majority decisions) to direct the city manager to place an item of interest to a majority of council members onto a future agenda where a formal vote or some other action can occur. Although no votes are taken on matters raised under the "Other Business" section of the agenda, informal council discussions held in this way often help city staff better understand the desires and intentions of the governing body for purposes of preparing background documents for future agendas.

The intent of City Council Policy A(3)(a) is: 1) provide an avenue for council members to go around the Mayor and City Manager if they believe agenda management by the Mayor and City Manager is suppressing the will of the City Council, and/or they are ignoring requests for items to be placed on the agenda that most council members want included; while simultaneously, 2) limiting preparatory staff work for action items such as policies, ordinances, projects and initiatives to those a majority of council members want considered.

The City Council is free to amend their policies as they wish, in this case to manage how items are placed on their agendas. The specific issue for which review was requested concerns the number of council members that shall be required to place an item on the agenda, and whether the rules for the same should be different for regular council meetings, as opposed to study sessions and special meetings. Options for changing the language of existing policy are attached for council's consideration. Since there is no recommended action to be placed 'on the floor' to commence

council's decision-making process, the Mayor will instead kick-off an evaluative discussion on this subject. Any time thereafter, council members are free to make a motion to approve any of the proffered (attached) options, or amended versions thereof.

A. GENERAL AND LEGISLATIVE POLICIES

3. Meeting Agenda (a) Agenda Items

OPTION 1

Leave the existing policy in place:

Items can be brought before the Council for consideration, or reconsideration, upon the recommendation of the Mayor, the City Manager or any four (4) members of Council. An item can be removed from a Council agenda by the same party or parties who requested it be placed thereon. Placement of an item on the agenda for consideration or reconsideration by Council will be requested through the City Manager's Office. By majority vote, the City Council may change the order of, or delete agenda items from, the official agenda at the start of a meeting; but they may not add agenda items in this manner.

OPTION 2

Items can be brought before the Council for consideration, or reconsideration, upon the recommendation of the Mayor, the City Manager or any ~~four (4)~~ three (3) members of Council. An item can be removed from a Council agenda by the same party or parties who requested it be placed thereon. Placement of an item on the agenda for consideration or reconsideration by Council will be requested through the City Manager's Office. By majority vote, the City Council may change the order of, or delete agenda items from, the official agenda at the start of a meeting; but they may not add agenda items in this manner.

OPTION 3

Items can be brought before the Council for consideration, or reconsideration, upon the recommendation of the Mayor, the City Manager or any ~~four (4)~~ two (2) members of Council. An item can be removed from a Council agenda by the same party or parties who requested it be placed thereon. Placement of an item on the agenda for consideration or reconsideration by Council will be requested through the City Manager's Office. By majority vote, the City Council may change the order of, or delete agenda items from, the official agenda at the start of a meeting; but they may not add agenda items in this manner.

Council (among other topics specifically allowed under the Open Meetings Act, 5 ILCS 120/1 *et seq.*). The Mayor and Councilmembers understand that they are on their honor not to disclose any confidential information publicly.

Where the Mayor or a Councilmember wishes to inquire about the performance of a City employee, such an inquiry will be directed only to the City Manager. The City Manager must handle such inquires mindful of the confidentiality and trust that are inherent in employee personnel records.

3. **Meeting Agenda**

a. Agenda Items

Items can be brought before the Council for consideration, or reconsideration, upon the recommendation of the Mayor, the City Manager or any four (4) members of Council. An item can be removed from a Council agenda by the same party or parties who requested it be placed thereon. Placement of an item on the agenda for consideration or reconsideration by Council will be requested through the City Manager's Office. By majority vote, the City Council may change the order of, or delete agenda items from, the official agenda at the start of a meeting; but they may not add agenda items in this manner.

b. Closing of Agenda

The City Manager will discuss each agenda first with the Mayor and then publish and distribute the agenda and supporting documents to Councilmembers and staff at the earliest possible date in advance of each City Council meeting. He/she will rely on staff members to present complete supporting information at the earliest time in advance.

In order for City Council and staff members to be prepared and to exchange information effectively, the City Council agenda will be closed at close of business on Monday of the week prior to each Council meeting. After this time, the City staff and Council will not be obligated to act upon an item/issue or provide additional research for the meeting.

Items brought by the public after that date may be accepted by the City Council or may be deferred to a future agenda with sufficient time for preparation. Electronic dissemination of agenda items will be sent to Council.

c. Agenda Preparation and Distribution

The City Clerk's Office shall be responsible for the compilation of the materials and for the timely distribution of written City Council meeting agendas with all available back-up information which shall be made available to each Councilmember at least by

f. Reading of Titles

It shall be the policy of the City of Decatur to read the titles only of resolutions and ordinances with the titles describing the nature of the matter being considered and other information that will inform the public of the business being conducted.

g. Study Session Items

For Councilmember requested study session items, an initial request shall be made at a regularly scheduled Council meeting under New Business. No discussion shall be had at that time. The request shall be renewed at a subsequent Council meeting under New Business. If four (4) members of Council concur with the request, the item will be placed on a future agenda as a study session item.

h. Closed Session

Councilmembers shall respect the confidentiality of closed sessions and shall not disclose matters discussed. All documents distributed during closed sessions of City Council meetings, including minutes, shall be numbered by the City Clerk and returned to the City Clerk at the close of the closed session initialized by the Councilmember returning the document.

5. **Evaluation and Review**

a. Strategic Goals and Priorities

Annually or biennially City Council will formulate top priority issues and projects for focused attention by the City Manager and staff. The City Manager will arrange for regular update reports, not less frequent than June 1 and December 1 each year, to the Council and staff on the status and progress of each of those top priorities.

b. City Council Policies

City Council recognizes the need to evaluate the effectiveness of its policies regularly. Therefore, City Council Policies will be scheduled for review whenever two or more members of City Council request that a specific item or items be scheduled for review.

6. **Liquor License Availability**

When a license in a limited license classification becomes available for issuance, notice of such license availability shall be made at the next formal City Council meeting under "Other Business". The 30-day filing period shall commence following this notification.

It shall be the responsibility of the City Clerk to monitor license availability and cause such notice to be made in accordance with this policy.

DATE: 4/27/2023

MEMO: 2023-42

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT: Ordinance Annexing Territory 2264 Mesa Drive

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory at 2264 Mesa Drive be approved.

BACKGROUND: The subject property is being annexed due to a water service agreement.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Administrative Assistant. Paul Caswell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 2264 Mesa Drive	Ordinance

ORDINANCE NO. _____

ORDINANCE ANNEXING TERRITORY
2264 MESA DRIVE

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Debra Jean Morris and Kimberly Dawn Morris requesting that there be annexed to the City territory described as:

LOT FOURTEEN (14) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300, PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS

PIN #_17-12-36-201-008_

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

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

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

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

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the

same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 15th day of May 2023.

_____

JULIE MOORE-WOLFE, MAYOR

ATTEST:

_____

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)

Debra Jean Morris

Kimberly Dawn Morris

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2264 Mesa Drive, and legally described as follows:

LOT FOURTEEN (14) OF LAKEWOOD HEIGHTS, AS PER PLAT RECORDED IN BOOK 300, PAGE 318 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #_17-12-36-201-008__

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE	PRINTED NAME	STREET ADDRESS, CITY, STATE
Debra Jean Morris	Debra Jean Morris	2264 Mesa Dr. Decatur, IL 62521
Kimberly Dawn Morris	Kimberly Dawn Morris	

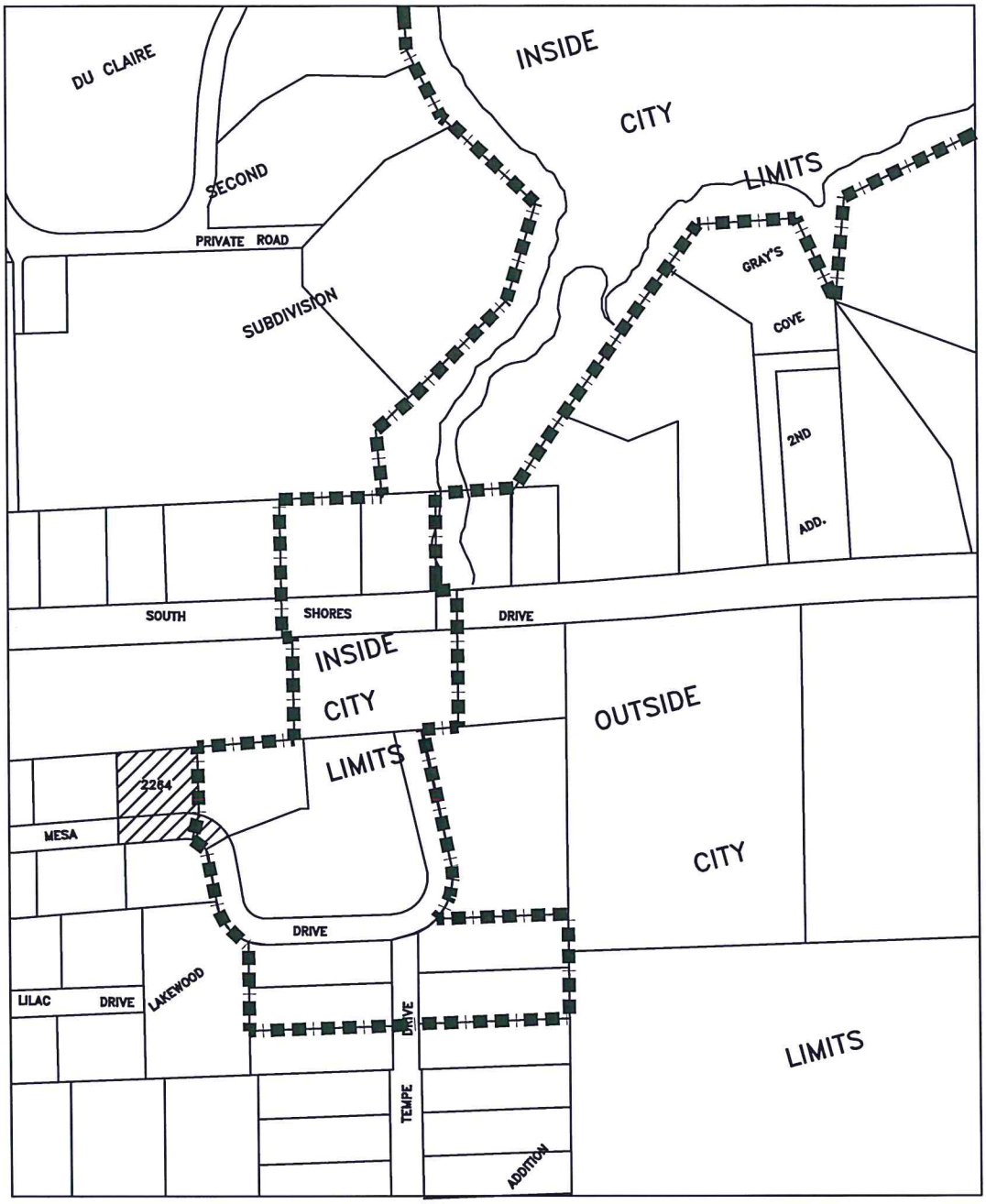
Signed and sworn to before me this 26th day of April, 2023

TARA R. BACHSTEIN
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires May 12, 2023

Tara R. Bachstein
Notary Public

(Rev. 12/2014)

K:\Common\CVCPW\Annexations\Forced Annexations\2023 Annexations\Forced\2264 Mesa Drive\2264 Mesa Dr Plat.dwg



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS

2264 MESA DRIVE

indicates territory annexed

indicates existing corporate limits

0.46± acres

AREA 0.00072± sq. miles

136± lin. ft. of public road

SOUTH WHEATLAND township

N.T.S.

062-048941
REGISTERED
PROFESSIONAL
ENGINEER
OF
ILLINOIS

4-27-23

Director of Public Works – DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2023

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

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

SUBJECT: Resolution Authorizing the Execution of Payment to Steve's Trucking for the Emergency Demolition of Vacant Building at 712 W. Packard St

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Invoice for Emergency Demolition	Exhibit

ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 23-09

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl "Pat" Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: May 15, 2023

SUBJECT: Resolution Authorizing the Execution of Payment to Steve's Trucking for Emergency Demolition of Vacant Building at 712 W. Packard.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of payment for demolition of said dwelling.

BACKGROUND: The structure at 712 W. Packard was heavily damaged by fire on April 25, 2023. It was determined by the City of Decatur Neighborhood Inspections Manager that the building sustained enough catastrophic damage due to the fire, that it was in immediate danger of collapse. The City Manager used Emergency Authorization to approve the immediate demolition of this building. Prior to the fire this building was on the demolition list and slated to be put out to bid for demolition in June 2023. Emergency demolitions are avoided whenever possible because they are almost always more expensive, but when the threat to public safety is acute and imminent, emergency actions are justified.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Coleman, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl "Pat" Patrick at 217-450-2335 or Michael Snearly at 217-450-2347.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF PAYMENT TO STEVE'S TRUCKING FOR THE EMERGENCY DEMOLITION OF VACANT BUILDING AT 712 W. PACKARD ST.

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

Section 1. That the invoice of $35,000.00 from Steve's Trucking presented herewith as Exhibit A and made a part hereof be, and it is hereby, received and placed on file.

Section 2. That the expenditure is in the best interest of the City.

Section 3. That the Purchasing Supervisor be, and she is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Steve's Trucking in the amount of $35,000 for the Emergency Demolition of unsafe structure at 712 W. Packard St.

PRESENTED and ADOPTED this 15st day of May 2023.

_____
Julie Moore-Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

EXHIBIT A

Invoice

Date	Invoice #
4/28/2023	2023.15

Steve's Trucking, Inc dba Demolition Specialists
3320 Woodland Shores Dr., Decatur, IL 62521
217-428-6116 Office / 217-454-3117 Butch
stevestruckinginc@gmail.com

Bill To:

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

P.O. #	Terms	Account #	Project
			U> 712 W. Packard St.

Item	Description	Qty	Amount
Demolition *	Demolition of 712 W. Packard St.	1	29,800.12
Demo Permit	Permit# PM-23-558	1	75.00
Water Permit	Permit#PM-23-558	1	12.00
Sewer Permits	Permit#PM-23-558	1	12.00
EPA	Filed: 4/28/23 Check# online	1	150.00
Landfill Costs	Landfill Costs	112.52	4,950.88

Due Date: 4/28/2023

Balance Due **$35,000.00**

DATE: 5/12/2023

MEMO:

TO: City Council Members

FROM: Mayor Julie Moore Wolfe

SUBJECT: Resolution Approving Appointments - City Plan Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointments of Bobby Garner and A.G. Webber to the City Plan Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Bobby Garner	City Plan Commission	4/30/2024
A.G. Webber	City Plan Commission	4/30/2024

DATED this 15th day of May 2023.

_____
Julie Moore Wolfe, Mayor

RESOLUTION NO. R2023-_____
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 persons aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 15th day of May 2023.

_____
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 15th day of May 2023.

_____
Julie Moore Wolfe, Mayor

City Clerk

DATE: 5/11/2023

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Resolution Authorizing Additional Fund Distribution to Crossing Healthcare and Heritage Behavioral Health Center for Use of Opioid Settlement Funds

SUMMARY RECOMMENDATION: Memo is attached.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Supporting Documentation	Backup Material

May 11, 2023

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager

RE: Resolution Authorizing Additional Fund Distribution to Crossing Healthcare and Heritage Behavioral Health Center for Use of Opioid Settlement Funds

On February 6, 2023, the City Council adopted a resolution equally distributing up to $50,000 in opioid settlement funds between Crossing Healthcare and Heritage Behavioral Health Center for certain types of expenditures delineated in a joint proposal submitted by both providers. This amount reflected settlement distribution amounts actually received or anticipated by the city of Decatur at that time.

Since this council action, additional settlement proceeds have been received, and/or more are anticipated. It is requested that the council's previous action be amended to allow equal distribution up to an aggregate of $200,000 ($100,000 each), based on revised estimates from the attorneys managing the settlement distributions, with all of it used for the same purposes as described in the original proposal submitted by both providers (and previously approved by the city). We now anticipate receiving a total settlement of approximately $174,000. The proposed resolution provides that if the amount actually received by December 31, 2023 exceeds $200,000, then the city will request a full reporting of how the funds were used by Crossing Healthcare and Heritage Behavioral Health Center. With this information, and new requests from each agency, the City Council can make a new decision at that time regarding the best use of new opioid settlement funds.

Settlement monies must be used for opioid addiction treatment, recovery, intervention and related expenditures. A copy of the initial agreement and joint expenditure plan is attached.

RESOLUTION NO._____

RESOLUTION AUTHORIZING ADDITIONAL FUND DISTRIBUTION TO CROSSING HEALTHCARE AND HERITAGE BEHAVIORAL HEALTH CENTER FOR USE OF OPIOID SETTLEMENT FUNDS

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

Section 1. That opioid settlement funds in the amount of up to an aggregate of $200,000 ($100,000) each, may be provided to Crossing Healthcare and Heritage Behavioral Health Center to be used exclusively for certain and specific uses including the funding for recovery and treatment programs.

Section 2. That additional funds be distributed to Crossing Healthcare and Heritage Behavioral Health Center contingent upon Crossing Healthcare and Heritage Behavioral Health Center submitting a new proposal for use of opioid settlement funds.

PRESENTED AND ADOPTED this 15th day of May 2023.

_____
Julie Moore Wolfe, Mayor

ATTEST:

_____
Kim Althoff, City Clerk

RESOLUTION NO. R2023-12

RESOLUTION AUTHORIZING APPROVAL OF PROPOSAL FROM CROSSING HEALTHCARE AND HERITAGE BEHAVIORAL HEALTH CENTER FOR USE OF OPIOID SETTLEMENT FUNDS

WHEREAS, the State of Illinois has entered into and agreed to participate in a national opioid settlement agreement with certain pharmaceutical distributors with a portion of the settlement to be distributed to various participating local governments to be used to support critical recovery and treatment programs by those local governments; and,

WHEREAS, the City of Decatur, Illinois, an Illinois municipal corporation ("City") is a participating local government under the national opioid settlement and opted into the settlement agreement with the State of Illinois; and,

WHEREAS, the settlement agreement provides that monies received by local governments must be used for certain and specific uses including the funding for recovery and treatment programs; and,

WHEREAS, the Community Health Improvement Center d/b/a Crossing Healthcare ("Crossing") is an Illinois 501(c)(3) Section 330 funded Community Health Center organization located in Decatur, Illinois, providing comprehensive primary and preventative medical services including those involved in the treatment of substance use disorders, including through the use of recovery and treatment programs; and,

WHEREAS, Heritage Behavioral Health Center ("Heritage") is a 501(c)(3) nonprofit behavioral health provider providing services to persons with substance abuse disorders, including through the use of recovery and treatment programs, in Macon County; and,

WHEREAS, Crossing and Heritage have submitted a joint proposal to the City for use of a portion of the City's settlement for use in their specific recovery and treatment programs in compliance with the requirements of the national and state settlement requirements; and,

WHEREAS, the City finds the proposal to be in compliance with the directives and requirements of the settlement and desires to provide certain monies received from the settlement to Crossing and Heritage in compliance with their joint proposal.

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

Section 1. That the proposal submitted by Crossing and Heritage, attached hereto and marked Ex. A, is hereby received, placed on file and approved.

Section 2. That the monies provided to Crossing and Heritage from the City and pursuant to their proposal shall in no event exceed the actual monies received by the City as their share of the settlement proceeds.

PRESENTED AND ADOPTED this 6th day of February 2023.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

EXHIBIT A

Crossing Heritage

City of Decatur Opiate Settlement Funds Request

Background

The Community Health Improvement Center dba Crossing Healthcare (Crossing) is a 501(c)(3) Section 330 funded Community Health Center organization providing comprehensive primary and preventative medical services, nutrition services, outreach and enabling services, behavioral health services, substance use disorder (SUD) treatment including detoxification and inpatient services, Medication Assisted Treatment (MAT) services, transitional housing, and recovery living, in Decatur, Macon County, in east central Illinois. Crossing's catchment area encompasses all of Macon County which has a total population of 102,432. By race and ethnicity, 76.8% are White, 18.3% Black/African American, 1.2% Asian, .3% American Indian, .1% Native Hawaiian or Pacific Islander, and 3.4% of the population is multiracial; in addition, 2.6% of the population is Hispanic or Latino. Within the county, 3.6% of the population speaks a language other than English in the home.[1] While 91.3% of the Macon County population has completed high school or the equivalency, only 23.6% has a college degree. Within the County, 17.6% of the population has incomes below the federal poverty guidelines (FPG). Among children under age 18, 22% live in poverty.[2] In 2021, Crossing provided SUD services to 1,902 clients and mental health services to 1,882 clients.

Heritage is a 501(c)(3) nonprofit behavioral health provider for Macon and DeWitt Counties providing services to almost 6000 individuals annually including approximately 200 individuals with a diagnosis of opioid use disorder and who participate in medication assisted recovery (MAR). Heritage serves children, families, and adults, with 80% of individuals we serve eligible and/or receiving Medicaid benefits and identifies as meeting criteria for poverty status. We have several programs specifically to assist individuals with a substance use or co-occurring disorder. Although each program contributes to the wellness and recovery of the individuals we serve, Heritage provides a wide array of substance use services including individual and group counseling, medication assisted recovery for opioid use disorder, problem gambling awareness and treatment, case management, crisis intervention, mental health, primary care, withdrawal management, residential rehabilitation and permanent supportive housing. Heritage recognizes and supports there is not one treatment approach that will work for everyone. Based on the assessed needs of the individuals, Heritage provides MAR treatment options to include methadone, naltrexone, and buprenorphine. Heritage is a community leader in prevention and harm reduction activities including providing education and distribution of fentanyl test strips, naloxone and overdose education, and access to condoms.

The population of focus includes individuals aged 18 and older with SUD and families of individuals with SUD. Within Macon County, 15.6% of the adult population is at risk for binge

[1] US Census Bureau, Quick Facts, 2022
[2] US Census Bureau, American Community Survey, July 2021

drinking and 4.8% of the population is at risk for heavy drinking[3]; these are lower than the Illinois rates of 19.9% and 7.6%, respectively. While local data is not available, within Illinois, heavy drinking rates are highest among persons aged 25-44 (9.9%), followed by persons aged 18-24 (8.7%), and persons aged 45-64 (6.8%). By race and ethnicity, non-Hispanic Whites have the highest heavy drinking rate (8.7%), followed by non-Hispanic Blacks (6.8%), Hispanics of any race (4.8%), and non-Hispanic Asians (4.7%). Males have higher heavy drinking rates (7.9%) than females (7.2%). Heavy drinking rates are highest among the highest income earners at 8.9%, closely followed by persons with the lowest income (8.6%). Persons identified as unmarried couples have the highest heavy drinking rates (11.8%), followed by never married persons (10.5%) and persons who are divorced/separated (8.1%).[4] Macon County data is not available, but within Illinois 64.3 percent of recent mothers reported alcohol use in the three months before pregnancy[5], and 5.2 babies per 100,000 were born to mothers who drank alcohol in pregnancy.[6]

While Illinois was experiencing an opioid overdose pandemic prior to the onset of the coronavirus pandemic, opioid overdoses surged during the pandemic. Statewide, the number of opioid overdose deaths in the first three quarters of 2020 were 36% higher than the first three quarters of 2019. The annual number of opioid overdose-related ED visits increased 16.8% and EMS encounters increased 20.9% in 2020 compared to 2019. The trend for overdoses has increased since 2019, with the peak for ED visits, EMS encounters, and fatalities in May 2020. Since then, monthly totals have trended downwards. When looking at the rural/urban distribution of opioid overdose-related visits, Macon County is considered small urban. The small urban county grouping ED visit rate increased by 11% between the first quarter of 2020 and the first quarter of 2019. In the first quarter of 2020, age-specific fatality rates demonstrated a marked disparity between the same period in 2019. The rate of opioid overdose fatalities disproportionately occurred in the non-Hispanic (NH) Black or African American population in the 45-64 age range. In fact, the highest fatality rate in each age group occurred in the NH Black or African American population, except in the 25-34 age group, where the NH White population had the highest fatality rate.[7]

Synthetic opioids, specifically fentanyl, are the leading cause of fatal drug overdoses in Illinois and were responsible for 84% of opioid fatalities and 70% of all drug fatalities in 2020.[8] Of the opioid related fatalities in Macon County in 2020, 57.7% were synthetically involved. Within the County, synthetics were responsible for the most fatal overdoses by Whites (57.1%) and Blacks (60.6%), as well as persons of all ages, with synthetics being responsible for 61.5% of overdoses among persons aged 35-44, as well as 50% of fatal overdoses among persons aged 25-34 and persons aged 55-64.[9]

[3] Illinois BRFSS, 2015-2019
[4] Illinois BRFSS, 2019
[5] IDPH, PRAMS Data, 2019
[6] IDSP Illinois Center for Vital Statistics, 2019
[7] "Illinois Opioid Overdose Epidemic During the Covid-19 Pandemic", Illinois Department of Public Health
[8] IDPH, Statewide Semi-Annual Opioid Report, August 2021
[9] IDPH, Opioid Dashboard, 2021

Nearly 2,000 Illinois women of reproductive (WRA) aged (15-44), died from opioid poisoning between 2008 and 2017, and 347 WRA died from opioid poisoning during 2017 alone (latest available data). Pregnancy-associated deaths related to opioid poisoning increased 10-fold over a 9-year period, and the pregnancy-associated mortality ratio related to opioid poisonings nearly doubled in just one year from 2016 to 2017. In 2017, opioid poisoning was the most common cause of pregnancy-associated death with nearly 1 in 5 deaths of pregnant or postpartum women due to opioid poisoning. Between 2013 and 2017, pregnancy-associated deaths caused by opioid poisonings were most common among white women, women with a high school education or less, and women residing in small/medium urban counties outside the Chicago area.[10]

With the skyrocketing rates of opioid use disorder and still to be determined other negative SUD outcomes emerging from the coronavirus pandemic, the unmet need for services continues to peak. Although the increase in access to SUD treatment has improved in Macon County over the past several years, transportation challenges continue to be reported as a barrier for those seeking treatment. There is also still unmet need for recovery support services and sober living services. Given estimates on the number of people in Illinois struggling with substance use disorders, including the opioid epidemic, findings indicate insufficient capacity of recovery homes and recovery support services (RSS) to meet the needs of Macon County. Crossing Healthcare and Heritage Behavioral Health Center are the primary providers of substance use disorder services in Decatur. Crossing Healthcare and Heritage Behavioral Health Center provide a wide array of substance use services including individual and group counseling, medication assisted recovery for opioid use disorder, withdrawal management, and residential rehabilitation. Both providers have programs to support substance use recovery with Crossing Healthcare's Recovery Living apartments and Heritage Behavioral Health Center's Permanent Supportive Housing First program. There is only one other recovery residency in the County serving only adult males. With the growing rates of SUD disorders and limited availability of care, persons who cannot access recovery living or recovery supports are at significantly high-risk for negative health and family outcomes; thus, the importance of this type of funding, and additional recovery support services cannot be overstated.

In alignment with the objectives outlined in the Illinois Opioid Allocation Agreement Exhibit B Approved Opioid Abatement List of Remediation Uses; both Heritage Behavioral Health Center and Crossing Healthcare seek to improve long-term recovery for persons with substance use disorder through improved access to treatment and purposeful supportive connections with peers in recovery, family and community education, and community-based collaborations.

Heritage Behavioral Health Center and Crossing Healthcare plan to execute the following goals and are requesting a total amount of $50,000 from the settlement funds to be utilized as outlined below. Both entities will provide the city a detailed accounting of how the funds are utilized to ensure compliance with funding requirements. This agreement can be extended and enlarged by the city at the mutual discretion of the singing parties in the future.

[10] "Data Snapshot: Opioid Poisoning Deaths Among Illinois Women of Reproductive Age", Illinois Department of Public Health, Office of Women's Health and Family Services, March 2019

Goals

Goal 1: Crossing Healthcare and Heritage Behavioral Health Care will expand access to services by identifying patients with transportation barriers and providing bus tokens and passes to access treatment centers for support and treatment services.

Goal 2: Crossing Healthcare will assist those seeking housing, employment, and/or educational opportunities in obtaining necessary vital records to enroll or prove identity.

Goal 3: Crossing Healthcare will assist those seeking treatment with basic needs as they establish housing and a stable sober living environment.

Goal 4: Heritage Behavioral Health Center will assist those seeking treatment with tangible items that are identified to positively impact social determinants of health specifically, yet not limited to, housing, employment, education, community and social support, and health care.

Goal 5: Crossing Healthcare and Heritage Behavioral Health Center will increase community awareness of substance use disorders and increase access to the FDA approved medications for opioid use disorders by expanding community outreach and education efforts.

Goal 6: Heritage Behavioral Health Center will provide training and education to prevent overdose deaths and opioid-related harms through evidence-based or evidence informed strategies by providing training and education regarding naloxone and other harm reduction strategies.

Goal 7: Heritage Behavioral Health Center will increase availability and distribution of naloxone and other harm reduction supplies by distributing overdose and opiate-related harm preventions kits to community members.

Crossing Healthcare 12-month Funding Request

Transportation assistance; bus tokens $250/month	$3,000
Documents, vital records fees $125/month	$1,500
Personal and housing related items; clothing basic needs	$10,000
Community outreach and education supplies	$500
Unreimbursed care	$10,000

Heritage Behavioral Health Center 12-month Funding Request

Transportation assistance; bus tokens $250/month	$3,000
Items to impact social determinants of health	$10,000
Community outreach and education supplies	$2000
Harm reduction supplies and kits	$10,000

Both Crossing Healthcare and Heritage Behavioral Health Center will also use these funds to provide Narcan to city of Decatur first responders (police, ambulance and fire) as requested and required by these agencies:

Total Request $50,000 (each funding item is to be equally disbursed between Heritage **Behavioral Health Genter and .Crossing Healthcare).**

The city of Decatur antfoip s receiving more than $50,000 from the multi-state opioid settlement over a two-year period. Amounts received in excess of what has been requested by Crossing Healthcare and Heritage Behavioral Health Center will be equally distributed to each agency *as* the funds are received by the city, to be used only for eligible expenditures as provided herein.

The city of Decatur will only be required to remit opioid settlement distributions to Crossing Healthcare and Heritage Behavioral Health Center that are actually received by the city of Decatur.

Crossing Healthcare

Date: 2/23/23

Heritage Behavioral Health Center

Date: 2/21/23

Crossing
HEALTHCARE

320 East Central Avenue
Decatur, Illinois 62521
217-877-9117

Mission Statement

Our Mission is to provide excellent comprehensive health care that is affordable and readily accessible for the medically underserved.

Mr. Scot Wrighton
City Manager
City of Decatur
1 Gary K. Anderson
Decatur, IL 62523

March 14, 2023

Dear Scot,

The mission of Crossing Healthcare is to provide excellent comprehensive health care that is affordable and readily accessible for the medically underserved. As a designated 501(c)(3) nonprofit organization, we rely on local, State, and Federal resources, as well as donations from private citizens to make this possible.

On behalf of Crossing Healthcare staff, our Board of Directors and our patients, I would like to express sincere appreciation to you for the generous donation of $25,000 to our organization from your distribution of the National Multi-State Opiod Settlement Agreement monies. These funds will be used as outlined in the grant and will have a profound impact on the lives of those recovery from substance use disorders. Please share with the Mayor and members of the City Council how grateful we are for this opportunity.

Once again, thank you for your confidence in our ability at Crossing Healthcare to advance our mission and impact the health of the underserved in our community.

Kind Regards,

Tanya Andricks RN, BSN, MHA
CEO Crossing Healthcare

2023/mss

City Clerk

DATE: 5/3/2023

MEMO: 2023-05

TO: Mayor Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

SUBJECT: Monthly, Reports, 2023

ATTACHMENTS:

Description	Type
Economic & Community Development, April, 2023	Backup Material
Fire, April ,2023	Backup Material
IT, April, 2023	Backup Material
Police, April, 2023	Backup Material
Public Works, April, 2023	Backup Material
Transportation Services, April 2023	Backup Material

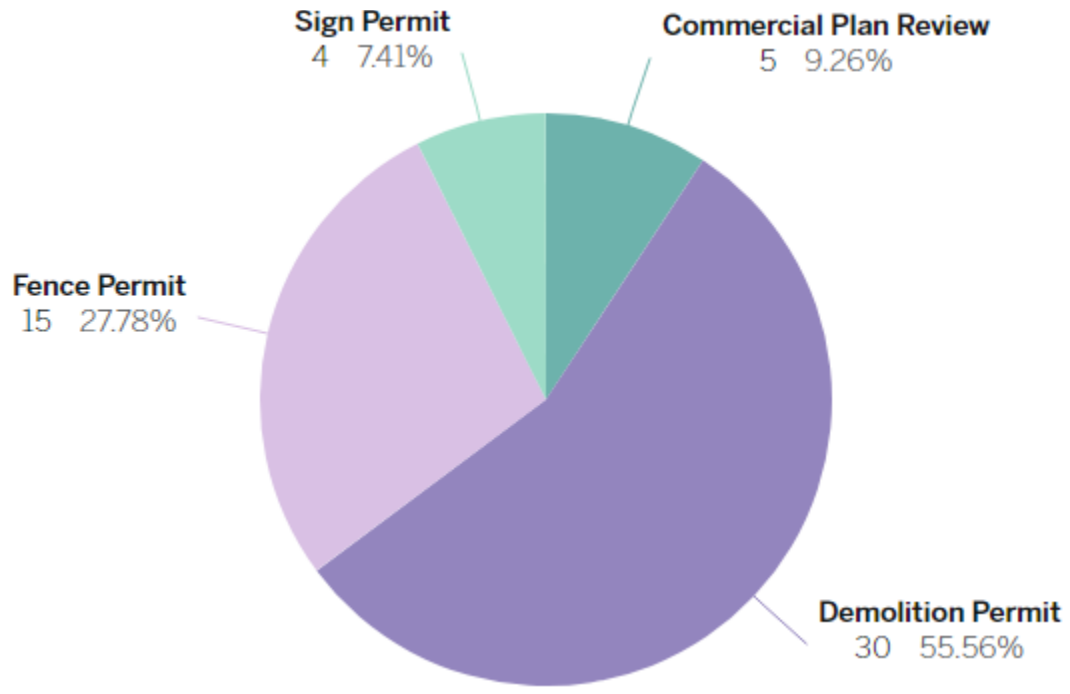
ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT
MONTHLY REPORT

April 2023

PLANNING AND DEVELOPMENT DIVISION

For the month of April, the Planning and Development staff processed and reviewed commercial site plans and various permits for zoning approval. One petition was received for the Planning Commission and two petitions were received for Zoning Board of Appeals.

We have ongoing Economic Development projects both in the planning stage and under way. Some are very large projects that will have significant positive impact if approved. Staff along with other departments held TRC meetings, Zoom meetings or conference calls for pending and ongoing developments, and have reviewed fifty-four (54) submittals, broken down by review type blow:



We continue to review and progress with selling City owned property in furtherance of Community Revitalization. Lots near Jasper and Mariette previously labeled as critical mass were redesignated for side lot sales. A request for two lots is pending.

Vacant Lot Sales

PAST MONTH	TOTAL	TOTAL REVENUE
NO NEW DATA	NO NEW DATA	NO NEW DATA

Property Acquisitions

PAST MONTH	TOTAL SINCE 09/01/2021
NO DATA	NO DATA

BUILDING INSPECTIONS DIVISION

For April, we issued 160 permits broken down by permit type below. Of those, we had two (2) permits with a value of over $250,000. The Division performed 252 inspections and 10 consultations.

PERMIT TYPE	# ISSUED	WORK VALUE
Commercial Building	6	$570,000
Residential Building	27	1,529,906
Demolition	21	244,867
Electrical	18	645,604
Mechanical	12	99,150
Plumbing	19	79,866
Roof	38	402,701
Pool	2	7,500
Fence	14	43,988
Sign	3	62,274
Temporary Structure	0	0
Wheelchair Ramp	0	0
TOTAL	**160**	**$3,685,856**

NEIGHBORHOOD REVITALIZATION DIVISION

- Staff continued to prepare special reports for loans. Collections and delinquency reports continue for various loan accounts.
- Staff continues to qualify homeowners for the Residential Rehabilitation, Owner-occupied rehab, and Emergency programs for both CDBG, HOME and ARPA programs.
- Staff are working with CILBA (Central Illinois Land Bank Assoc.) to rehab and/or acquire various properties.
- Staff continue working with Rise, Inc., a consultant, to assist with strategic use of the HOME and CDBG funds.
- Staff continues to meet with various nonprofits to discuss revitalization opportunities.
- Staff continues working on the Neighborhood Revitalization strategy, which includes rehabilitation, acquisition, and demolition to various areas of the city.
- City of Decatur received $400,000 grant from IHDA to assist with Home Repair and Accessibility (HRAP). We are working in partnership with Central Illinois Land Bank (CILBA) to implement this grant. The program will begin in May.
- Staff submitted a Low-Income Tax Credit (LITC) application for an affordable housing project. Notification will be made by IHDA in the summer.
- Staff attended various computer training.
- Staff submitted the FY23 Action Plan to the Department of Housing and Urban Development
- Staff continue to be active in the Continuum of Care process as well as homeless prevention related meetings, and events as required by HUD.
- The staff is working with CONO to plan this year's National Night Out event. The committee is interested in planning the event for August 1st.
- Several staff attended and received their Remodeling Repair & Painting (RRP) worker certification.
- Staff continue working with the consultant, (TESKA) and residents on the Great Streets, Great Neighborhoods project for the Jasper Corridor.

- The work continues with Woodford Homes (Carrie Lane) by providing HOME financial assistance for a group home project. The overall project cost is about 4 million.
- Staff continue working on the Clean Up Green Up program. Residents within the targeted area will receive a one-time cleanup of their yard, along with tree removal. Partners include Block by Block, Shemilah Outreach Center, and Southside Improvement Association (SIA).
- Northeast Community Fund operates the Small Housing Improvement Program (SHIP) as an extension of the Revitalization Division. Residents can receive assistance for small rehabilitation to their home i.e. roof, porch repair and other eligible items.
- Staff continues meeting with GM Square as part of community outreach for the Rt.51 project which will begin soon.
- Staff is working to increase the number of contractors who can participate in our rehabilitation programs through social media, radio, television, and other media outlets.
- Staff is working with Land of Lincoln Credit Union on pilot programs as part of our ARPA owner occupied and rental rehab programs.
- Staff met with outside agencies, i.e. Dove, CoC, Homeless Advisory Council, Shemilah Outreach, Block x Block, Northeast Community Fund, Empowerment Opportunities Center, CONO, and various committees.

NEIGHBORHOOD INSPECTIONS DIVISION

Staff continued to enforce the International Property Maintenance Code and local City Ordinances (Chapters 48, 49, 56 and 70). The Division is committed to working with the citizens of Decatur to maintain a healthy and safe environment for those living here.

See attached for a summary of the work involved during the month of April 2023.

ATTACHMENT

NEIGHBORHOOD INSPECTIONS DIVISION
MONTHLY REPORT
April 2023

NEW CASES	
Health & Safety (72 Hour)	128
Direct to Legal (Repeat Offenders)	0
Housing and Unfit	42
No Garbage Service	10
Nuisance	113
Secure of Abandoned Buildings	33
Weeds	97
TOTAL	423

DEMOLITIONS	
Year-to-Date	
Demolished	33
New Cases	6
Sent to Legal	4
Sent to Council	11
Out to Bid	0
Contracts Granted	12
Contract Amount	0
Permits Issued	0
Permits Finaled	9
Active Demolitions	190

RE-INSPECTION VISITS	
Code Enforcement	868
Weeds	9
TOTAL	877

GARBAGE SERVICE COMPLAINTS	
Received	19

INVOICES*	
New Invoices	66
Dollar Amount	$27,354.02

CASES SENT TO LEGAL FOR COURT	
Code Enforcement	29
Weeds	22

PAYMENTS RECEIVED**	
Weeds	0

WEED ABATEMENT	
Contractor Mowed	62
Owner Mowed	3
TOTAL	65

* includes costs incurred by the City of Decatur - Health and Safety (72 hour), Securing of Abandoned Buildings and Weed Abatement

** reimbursement for costs incurred by the City of Decatur for weed abatement.

DECATUR FIRE DEPARTMENT

MEMORANDUM

2023-06

May 9, 2023

TO: Scot Wrighton, City Manager

FROM: Jeff Abbott, Fire Chief

RE: Monthly Report – April 2023

The department responded to 1146 alarms in April. To date, there have been 4539 alarms in 2023. That is an increase of 715 alarms compared to the same period in 2022. The 715 alarms represent a very large increase for the first quarter of the year. It is the largest increase in alarms for the first quarter of any year in the last ten years. There has been a substantial increase in station 5's alarms year over year.

The new station 7 has finally opened, and some of the response territories have been updated to reflect the new location. The CIRDC has not been responsive to the city's request to their map layers to fully take advantage of the new station locations. Staff will continue to petition CIRDC to make these changes before elevating our requests to their governing board.

The new engine 5 has also been delivered and will go into service once the training for the vehicle is complete. This apparatus is unique to Decatur and provides the department with the ability to have another elevated waterway on larger fires.



TRAINING:

DFD fire companies trained in the following areas in the month of April 2023:

All members completed EMS continuing education: Pediatric Emergency Management Advanced. Rescue Operations and Vehicle Extrication Advanced. All members successfully completed assigned Vector Solutions courses.

All members reviewed region 6 protocols C03 Initial Trauma Care, C06 Region 6 Tirage Trauma Algorithm, C15 Traumatic Arrest, and C16 Trauma Field Death Declaration.

All members reviewed policy E133 Tele-Squirt/Sky-Boom.

3rd Battalion HazMat members worked with the South Water Treatment Plant on use of SCBA and the proper use of Chlorine patching kit for emergencies.

Members of the SCUBA team completed ERDI practice training at the YMCA.

Crew members from E-1, E-4, T-1, and T-2 completed vehicle extrication training at Decatur Auto Parts. All members completed LP1000 AED review training.

All members completed the CFI Trainer course covering Lithium-Ion Battery Fires with a passing quiz score.

All members completed Hydrant testing in their territories.

All members completed company drills, Response Territory Familiarization, driver training, and pre-plan inspections.

FIRE PREVENTION: No Report

Monthly Report of Priorities and Projects
Information Technology Department
Fiscal Year 2023
April

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- $800,000 City Fiber Grant Project is nearing completion with 93% of the extensions complete.
- $600,000 Decatur Public School (DPS) Fiber Grant Project is 59% complete.
- Data network design for the Library Lease Space is complete. Working toward procuring equipment.
- Buss Wi-Fi project now has a first focus from I.T., network design is complete. Wi-Fi antennas are being installed on the buses and power issues for the equipment closets are being resolved.
- A larger effort with review of information on our website is underway.
- I.T. continues to commit resource time to eliminating DB2 applications throughout the organization. Many other priorities weaned our progress this period, but we stay at it when we can.
- I.T. continues to work with the Fire Department implementing a new records management system called ImageTrend. Project is roughly 80% complete.
- Considerable time is still being invested in a major upgrade to the water meter management system due to be activated in late summer. Project is roughly 65% complete.
- All external wireless network access points at the police department were replaced in April.
- A wireless access point was added at the Civic Center for Police access to Wi-Fi from the drive outside of the building.
- I.T. is still actively upgrading all Microsoft Windows 7 computer workstations to Windows 10 or above. Only windows five Windows 7 computer workstations exist on the City Data Network as of this writing.
- In April, I.T. processed 99 Help Desk tickets, resolving 48 during the initial point of contact with I.T. staff (48.5% First Call Resolution Rate) which falls short of our established standard of 50% or more calls resolved on the first point of contact with the I.T. Department. In general, I.T. resources were reduced in this month due to illness and other unavoidable events.

DECATUR ILLINOIS POLICE DEPARTMENT

2023 April Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Scot Wrighton

From: Chief Shane Brandel

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	4
Sergeant	18
Patrol Officer	104
TOTAL	**130**

Budgeted	**148**

Non-deployable: Officers at Academy or in FTO	8
Non-deployable: Officers on Injury Status	5
Retirements/Resignations Expected Next Month	1

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	1
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	1
Police Support Officer	2
Police Support Specialist	1
FOIA Officer (part-time)	2
TOTAL	**13**

Freedom of Information (FOIA) Requests

Month: 228 **YTD:** 901

DECATUR ILLINOIS POLICE DEPARTMENT

2023 March Monthly Report

PATROL DIVISION

Community Engagement	Amount	YTD
Community Meetings	0	4
Directed Patrols	64	169
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity	Amount	YTD
Calls for Service/CAD Incidents	4,143	16,093
Criminal Arrests	250	984
Felony Drug Arrests	22	69
Firearms Siezed	18	50
Field Interviews	130	522
City Ordinance Arrests	3	21
Unlawful Use of Motor Vehicles	113	581

Traffic Accidents	Amount	YTD
Traffic Accidents	192	790
Fatal Accidents	0	1
Personal Injury Accidents	41	139

Traffic Enforcement	Amount	YTD
Traffic Citations	489	2,775
Written Warnings	307	1,630
Parking Citations	27	143

Traffic Targeted Enforcement Stats	Amount	YTD
Driving Under the Influence (DUI) Arrests	25	90
DUI's Involving Accidents	9	31
Electronic Communication Devices		
Citations	16	56
Warnings	0	5
Speeding		
Citations	63	642
Warnings	115	523

DECATUR ILLINOIS POLICE DEPARTMENT

2023 March Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	4,110	grams	5,036	$10 / gram	$50,360
Cocaine - Powder	15	grams	362	$100 / gram	$36,200
Cocaine - Crack	8	grams	15	$100 / gram	$1,500
Heroin	20	grams	51	$300 / gram	$15,300
Ecstasy	0	hits	0	$20 / hit	$0
Meth	465	grams	1,834	$100 / gram	$183,400
K2/Pills	3	pills	83		

	Amount	YTD
Search Warrants	4	14
Currency Seized	$8,723	$42,592
Firearms Seized	12	28
Vehicles Siezed	0	1
Arrests	16	45

Adult / Juvenile Detective Activity

	Amount	YTD
New Cases Assigned	115	405
Closed/Resolved Cases	69	262
Criminal Arrests	31	145
Homicides	2	7
Infant Death Investigations	0	0
Suicide Investigations	1	3
Missing Person Investigations	5	17
Computer Forensic Exams	8	15

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	15	62
Misdemeanor Arrests	0	8
TOTAL	**15**	**70**

	Amount	YTD
Sex Offender Registrations	119	516

Public Works Department
Monthly Report
April 2023

Engineering:

2021 Water Main Replacement Project:

Month Activity: All watermain is installed and operational. The remaining items include final cleanup and restoration started in April and is scheduled to wrap up in May.

Project Background: The project was designed by Engineering staff, the 2021 project is in three locations. The newly annexed neighborhood NW of Mound and Greenswitch, a small relocation of watermain on Rea's Bridge Rd near the bridge across lake Decatur, and in South Shores bounded by the streets Bay Shore, Point Bluff and Shoreline. The City received the IEPA permit in March and the project was advertised on March 17, 2021, with bids received on April 7, 2021. The project was awarded to Burdick Co as the lowest responsive bid on April 9, 2021. The start date was delayed due to the unexpected lead time on the pipe, pipe is currently part of national material shortages. Burdick has completed the Rea's Bridge Area and Greenswitch Area. Work did not start in South Shores spring due to the delay in materials and after mid-November and cannot be restored with asphalt. Burdick has completed all watermain work.

Ellen and Division Inflow and Infiltration Reduction Project

Month Activity: No work was completed; the lining of the remaining services is scheduled to start in May.

Project Background: The project was designed and advertised by Engineering staff and AECOM on January 5, 2022, with bids received on February 9, 2022. The project included the full rehabilitation by cured in place lining of the sanitary sewers and service laterals. The City

received three bids with National Water Main Cleaning Co. (NWMCC) providing the lowest responsive bid. The project was awarded on February 22, 2022. NWMCC mobilized in April. Service lining wrapped up in December for the winter with a total of 319 of the approximant 500 services lined.

Lake Grove Club Retaining Wall

Month Activity: All work is complete.

Project Background: The project was designed and advertised by Engineering staff and Clark Dietz Engineering on March 30, 2022, with bids received on April 20, 2022. The project replaces an existing railroad tie retaining wall that has reached the end of its useful life. The City received two bids with Clippers Lawn and Landscaping providing the lowest responsive bid. The project was awarded by the City Council to Clippers on May 16, 2022. The City has received and approved the shop drawing for ordering of the material in late July and it is expected work to begin in August. Clippers mobilized in August and started the project by removing the existing wall. Clippers then notified the City that they will be permanently closing and not completing the work. A settlement with the bonding company was reached in September. The contract with Kinney Contractors was approved on October 3rd to complete the retaining wall with work starting in early November.

2022 State Motor Fuel Tax - Asphalt

Month Activity: The remaining work commenced in April with the paving of Cantrell St, Leafland Ave, Montgomery Place and the Alley south of Eldorado and east of Oakland. Work on Oakland Ave and Roosevelt Ave is expected to be completed in May.

Project Background: The project was designed and advertised by Engineering staff on July 27, 2022, with bids received on August 10, 20222. Dunn Company provided the lowest responsive bid, and the contract was awarded by the City Council on August 15, 2022. The concrete and water service work is scheduled to start on September 6 with paving to commence on each street once complete. The paving of Wood St and Chestnut is complete with the remaining paving work shut down for the winter.

2022 Water Main Replacement Project:

Month Activity: The project was designed and advertised by Engineering Staff on October 12, 2022, with bids received on November 3, 2022. A&R Mechanical Services, Inc. provided the lowest responsible bid, and the contract was awarded by the City Council on November 21, 2022. The start date was delayed until April due to the lead times on materials. A&R has completed the water main installation on Danceland Rd and South Shores Dr.

MUNICIPAL SERVICES MONTHLY DATA APRIL 2023

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	417 patches	228	
Miscellaneous / Asphalt	0	0	
Pothole Patch / Repair	1,614	235	
Street Repair / Asphalt	199.9 sq yds	86.5	
CONCRETE	QUANTITY	HOURS	OTHER INFO
SS Utility Cuts / Curb & Gutter	20	18	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	283.25 sq yds	193	
SS Utility Cuts / Sidewalk	68 sq ft	78	
Water Dept Cuts / Curb & Gutter	19 linear ft	3.5	
Water Dept Cuts / Driveway	1.10 sq yds	9	
Water Dept Cuts / Pavement	124.55 sq yds	89.5	
Water Dept Cuts / Sidewalk	19.25 sq ft	6	
DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		100	
Flowerbed Maintenance		51	
Fountain		27	
Mowing / Downtown Parks		44	
Special Events / Downtown Parks		0	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO

Special Projects / Events / Electrical		7	
Service Calls / Other Departments		18 Straight / 3 OT	
Street Light Maintenance		167.5 Straight / 8 OT	
Traffic Signal Repair		222 Straight / 36.5	
Warning Siren Maintenance		8	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	97.48%	715.89	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		0	
Mowing Entry Signs		35	
Mowing City Lots		0	
Mowing City Property / ROW		189.5	
Mowing City Property / State ROW		72.5	
MSC Maintenance		37	
New Tree Care & Maintenance		0	
Pesticide Application		0	
Storm Damage Clean-up		135	
Stump Removal	11	80 Straight / 3 HC	
Tree Removal	259 (inch diameter)	144 Straight / 35 HC	
Tree Trimming	8	17.5 Straight / 3 HC	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO

Mail Delivery		19	
Parking Lots/Garage Maintenance		65	
Parking Meter Collection		8	
Parking Meter Repair		8	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	96,300 linear ft	63	
Catch Basin / Pumped	5	10	
Catch Basin / Repaired	16	65	
Ditch Cleaning	4,018 linear ft	70	
Culvert / Installed	120 linear ft	45	
Culvert / Jetted	132 linear ft	12	
Storm Sewer / Jetted	30 linear ft	2	
Storm Sewer / Repaired	6	39	
Sanitary Back-up / Jetted	6,437 linear ft	52 Straight / 8 OT	
Sanitary Manholes / Repaired	2	12	
Sanitary Sewers / Cleaned	38,323 linear ft	148	
Sanitary Sewers / Jetted	0 linear ft	0 Straight	
Sanitary Sewers / Roots	74,950 linear ft	176	
Street Cleaning / 3rd Shift	111.4 miles	32	
Street Cleaning / County Roads	6.3 miles	10.5	
Street Cleaning / Neighborhoods	47.7 miles	257	
Street Cleaning / State Routes	58.8 miles	18.5	

Sanitary Manholes / Repaired	0	0	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	786	25.5	
Miscellaneous Traffic Control		43.5	
Signs / Installed	75	107 Straight / 32 HC	
Signs / Made	91	82.2	
Signs / Repaired	49	84.5 Straight / 14.5 HC	
Striping / Paint	0 feet	0	
Striping / Tape	0 feet	0	
Symbols / Paint	0	0	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		52	
VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	75	258	
72-hour / Clean-Up Court Time		0	
Abatements (weed & brush)	2	7	
Home Secures	24	60	

Water Production Division
Monthly Report
April 2023

DeWitt County Wellfield Improvements: INTERA Inc. continued work on pumping system and power supply options.

Lake Decatur Landscape Maintenance: Sites for this year's tree and brush removal project will be evaluated.

Lake Decatur Water Level: Lake Decatur was maintained at an average level of 613.8 feet (96% full) which is normal for April.

Lake Decatur Watershed Management Plan: The $9.88M USDA RCPP grant was authorized by the City Council on April 3. Work began on supplemental agreements with all grant partners. Work continued on the $150K 2020 IEPA Section 319 grant BMP projects and sub watershed planning. The $250K 2021 IEPA Section 319 grant will be presented to the City Council for authorization in the near future. Northwater Consulting continued improving the watershed water quality monitoring network by installing automatic stream samplers at three sites, continued plans and permits to construct several high priority Best Management Practices (BMPs), and work on the Sand Creek, Friends Creek, Wildcat Creek, and Willow Branch sub watershed plans. Staff continued BMP database creation, planning, and constructing Lake Decatur Watershed Protection Program BMPs.

Oakley Sediment Basin Drainage Improvements: After the prescribed burn at this site, Martin Engineering began work on the topographic survey.

South Water Treatment Plant East Clarifiers to Claricones Conversion: As of this month Plocher Construction has completed 87% of this project.

Vulcan Pit, Rhodes Landfill and Source Water Protection Plan: INTERA Inc. continued work on the Vulcan Pit new pipeline design.

Water Production: Continued assisting with the South Water Treatment Plant claricone construction project and the design of the South Water Treatment Plant chemical feed systems, electrical system, and William Street Pump Station improvements projects. Analyzed a large quantity of water quality samples for Lake Decatur Watershed Management Plan monitoring and City sewer system. 538.8 million gallons of potable water were pumped into the water distribution system which was 1.78% less than April 2022.

Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All of these standards were met or exceeded this month.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents nor OUIs occurred in April.
3. Reduce the amount of sediment accumulating in the lake annually. Northwater Consulting will be providing the monitoring summary for this outcome.

April 2023

Water Services:

Staff replaced 1 fire hydrant, repaired 1 water main failure, 30 water services and 60 fire hydrants. Inspected 29 system control valves and 4 fire hydrants. Completed 975 Utility Billing service orders, 60 miscellaneous distribution system orders and replaced 27 water meters that were damaged due to the cold snap.

Transportation Services Department
Monthly Report

April 2023

Mass Transit Division

For the month of April, the Mass Transit staff completed the following projects:

1. Participated in the Thriving Communities kick-off cohort with Econ. Dev.
2. Worked on optimizing Sunday Routes after evaluating the past 6 months of operations. We are altering the Pink route based on public comment and considering adding a Red route that would provide access to Caterpillar/Pershing/etc.
3. Working with MSC to utilize transit buildings for temporary salt storage through next year.
4. In April there were 5,652 free rides provided to DPS 61 High School students.

Our ridership for the month consisted of the following:

Fixed Route	Mon-Sat	Sundays	Total
Passenger Rides	62,648	1,148	63,796
Miles Driven	81,257	3,125	84,382
On Time Performance	92%		
Train Delays			6

Paratransit	Mon-Sat	Sundays	Total
Passenger Rides	1,424	5	1,429
Miles Driven	7863	92	7,955
On Time Performance	97%		

*On Time Performance (OTP): method of understanding punctuality for public transit

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

For the month of April, the Facilities Maintenance staff completed the following projects:

1. Transit Facilities: Office relocations, updates, and repairs at Transit Center to correct flow and safety for bus drivers and dispatchers. “spring cleaning” and continued safety initiative including: installation of security cameras, painting, and concrete repair.

2. Library Facilities:
    a. Lease Space: Continued development including: finished installation of network cables, plumbing issues, HVAC issue repaired.
    b. Library: Continued repairs and safety initiatives including: repair for leaks in wall, installation of security cameras, repaired leaking storm drain. Completed 5 year projected capital cost for parking lot maintenance.
3. Police Facilities: Installed TV monitor and ran cables/power wired in the patrol hallway.
4. Civic Center: Solar project underway. Door window repair/replacement in progress.

Electric Vehicle (EV) Division

For the month of April, the EV staff completed the following projects:

1. EVRP RFQ final interviews completed.
2. Scope and contractual negotiations underway.
3. NEVI (National Electric Vehicle Infrastructure) research and funding options.