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**Monday, February 02, 2015
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance
3. Invocation

II. Approval of Minutes

Approval of January 20, 2015 City Council Meeting Minutes

III. Unfinished Business

IV. New Business

1. Proclamations and Recognitions
 - A. Proclamations
 - B. Mayor's Recognitions
2. Resolution Authorizing Motorola System Service Upgrade Agreement
3. Resolution Approving the Expenditure of City Funds to Purchase Traffic Counters
4. Resolution Authorizing an Agreement with URS Corporation for Preparation of the Midwest Inland Port Transportation Plan and Capital Improvements Plan
5. Resolution Accepting Proposal from Gallagher Benefit Services for Professional Brokerage and Employee Benefit Consulting Services.
6. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

7. Other Business

V. Recess to Study Session

Advanced Life Support and Ambulance Service to be provided by the
City of Decatur Fire Department

Local Option Motor Fuel Tax

**VI. Recess to Closed Session for the purpose of a discussion regarding the
Appointment, Employment, Compensation, Discipline, Performance or Dismissal
of Specific Employees of the Public Body**

VII. Adjournment

CITY COUNCIL MINUTES
Tuesday, January 20, 2015

On Tuesday, January 20, 2015, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois. Mayor Michael T. McElroy presided; together with him being Councilmen Jerry J. Dawson, Larry W. Foster, Patrick S. Laegeler, Pat McDaniel, Julie Moore-Wolfe and Dana M. Ray. Seven members were present. Mayor McElroy declared a quorum present.

Interim City Manager, Gregg Zientara, attended the meeting as well.

Mayor McElroy led the Pledge of Allegiance to the Flag.

The minutes of the meeting of December 15, 2014, were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilman Jerry J. Dawson, and on call of the roll, Councilmen Jerry, J. Dawson, Larry W. Foster, Patrick S. Laegeler, Pat McDaniel, Julie Moore-Wolfe, Dana M. Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

This being the time set aside for unfinished business and there being no unfinished business, the Mayor proceeded to New Business. Mayor McElroy introduced Richelle Irons who provided an overview of the Historical and Architectural Sites Commission. She also introduced presenters who presented HASC Awards to local citizens and businesses. Patrick Hoban provided an update on the Community Fiber Network. Sue Lawson, President of Coalition of Neighborhood Organizations, provided the following upcoming events: January 27, 2015 at 5:30 p.m. in the Staley Room at the Decatur Public Library – CONO Meeting; February 3, 2015 in Angela Hall at St. Thomas Church – GM Square Chili Supper; and January 24, 2015 Ham and Bean Supper at 5:30 p.m. Ms. Lawson also updated Council on activities and end of year projects.

2015-01 Ordinance Rezoning Property R-1 Single Family Residence District to B-2 Commercial District 150 West Pershing Road was presented.

Councilman Jerry J. Dawson moved the Ordinance do pass; seconded by Councilman Julie Moore-Wolfe. On call of the roll, Councilmen Larry W. Foster, Patrick S. Laegeler, Pat McDaniel, Julie Moore-Wolfe, Dana M. Ray, and Mayor Michael T. McElroy voted aye. Councilmen Jerry J. Dawson abstained because he is related to Pat Dawson, the owner of Miles Chevrolet. Mayor Michael T. McElroy declared the motion carried.

2015-02 Ordinance Amending B-3 Planned Shopping Center District 3079 North Water Street was presented.

Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilman Jerry J. Dawson. On call of the roll, Councilmen Jerry J. Dawson, Larry W. Foster, Patrick S. Laegeler, Pat McDaniel, Julie Moore-Wolfe, Dana M. Ray, and Mayor Michael T. McElroy voted aye. Mayor Michael T. McElroy declared the motion carried.

R2015-01 Resolution Accepting the Bid of Jackson Ford, Decatur, IL, for the Purchase of Ten (10) Ford 2015, Police Interceptor Mid-Size Utility Vehicles, was presented.

Councilman Julie Moore-Wolfe moved the Resolution do pass; seconded by Councilman Dana M. Ray. On call of the roll, Councilmen Jerry J. Dawson, Larry W. Foster, Patrick S. Laegeler, Pat McDaniel, Julie Moore-Wolfe, Dana M. Ray, and Mayor Michael T. McElroy voted aye. Mayor Michael T. McElroy declared the motion carried.

R2015-02 Resolution to Appropriate Additional Motor Fuel Tax Funds to Pay the City's Portions of Construction and Engineering Costs for Main/Fairview – Sunset/Fairview Approach Paving by Municipality under the Illinois Highway Code, City Project 2011-22, was presented.

Councilman Jerry J. Dawson moved the Resolution do pass; seconded by Councilman Dana M. Ray. On call of the roll, Councilmen Jerry J. Dawson, Larry W. Foster, Patrick S. Laegeler, Pat McDaniel, Julie Moore-Wolfe, Dana M. Ray, and Mayor Michael T. McElroy voted aye. Mayor Michael T. McElroy declared the motion carried.

R2015-03 Resolution to Appropriate Motor Fuel Tax Funds for Traffic Signal Maintenance and Street Maintenance by Municipality under the Illinois Highway Code was presented.

Councilman Jerry J. Dawson moved the Resolution do pass; seconded by Councilman Julie Moore-Wolfe. On call of the roll, Councilmen Jerry J. Dawson, Larry W. Foster, Patrick S. Laegeler, Pat McDaniel, Julie Moore-Wolfe, Dana M. Ray, and Mayor Michael T. McElroy voted aye. Mayor Michael T. McElroy declared the motion carried.

R2015-04 Resolution Authorizing an Agreement for Lake Decatur Watershed Conservation Services with the Macon County Soil and Water Conservation District was presented.

Councilman Larry W. Foster moved the Resolution do pass; seconded by Councilman Patrick S. Laegeler. On call of the roll, Councilmen Jerry J. Dawson, Larry W. Foster, Patrick S. Laegeler, Pat McDaniel, Julie Moore-Wolfe, Dana M. Ray, and Mayor Michael T. McElroy voted aye. Mayor Michael T. McElroy declared the motion carried.

Mayor Michael T. McElroy called for Consent Calendar Items A through G and asked if any Council member wished to have an item removed from Consent Calendar. Items A through G were approved by Omnibus Vote.

Councilman Pat McDaniel moved that Consent Calendar Items A through G be approved by Omnibus Vote; seconded by Councilman Jerry J. Dawson, and on call of the roll, Councilmen Jerry J. Dawson, Larry W. Foster, Patrick S. Laegeler, Pat McDaniel, Julie Moore-Wolfe, Dana M. Ray, and Mayor Michael T. McElroy voted aye. Mayor Michael T. McElroy declared the motion carried.

Receiving and Filing of Minutes of Boards and Commissions,

R2015-05 Resolution Approving Appointments to City Boards and Commissions,

R2015-06 Resolution Authorizing Action Regarding Unsafe Structures,

R2015-07 Resolution Accepting Quote and Approving Expenditure of City Funds for Laptop Computers – CDS Office Technologies,

R2015-08 Resolution Accepting Price Quote and Approving Expenditure of City Funds for Software Licenses – Notch Corporation,

2015-03 Ordinance Amending City Code Chapter 7 – Officers and Employees Generally, and

2015-04 Ordinance Approving Appointment of City Clerk.

This being the time for Appearance of Citizens, Lt. Commander Mark Atkinson, a representative of the Navy Reserves invited Council and the public to attend and help celebrate the 100th Anniversary of the Navy Reserves on March 3, 2015, at an Open House at 2595 East Federal Drive, Decatur, Illinois. John Batcher, citizen of Decatur and local business owner, addressed Council to provide a heads-up that at an establishment may be opening wherein alcohol may be sold. He advised Council he feels there are too many establishments within a 10 block area. He hoped the Liquor Commissioner would consider the saturation of establishments selling alcohol and not allow the sale of alcohol at the particular establishment.

Mayor McElroy deferred to Interim City Manager Gregg Zientara for a discussion about diversity and the hiring of minorities and women. Interim City Manager Gregg Zientara advised this issue is important to the City and as staff began discussing and investigating the issues involved they realized further research is needed in order to make a recommendation to Council. Reviewing state and federal laws that involve diversity employment is necessary in order to come up with recommendations and solutions. The study will take 4-6 months as it is apparent there are many issues that exist and it will take staff time to research and provide solutions or recommendations for Council to consider. Interim City Manager Gregg Zientara advised Council will provide progress reports to Council. Councilman Dana M. Ray requested a first progress report be within 30 days.

With regard to the balance of funds in the Neighborhood Improvements Fund, Councilman Dana M. Ray stated she had specific questions and would like to meet with Richelle Irons and Corporation Counsel to be advised as to what can and cannot be done. Specifically Councilman Ray wants to prevent houses from being put on the City's demolition list and she would like the City to take proactive measures.

Councilman Jerry J. Dawson requested a study session on motor fuel tax to repair roads and bridges. Councilman Julie Moore-Wolfe supported the study session. In addition, Councilman Julie Moore-Wolfe requested the City look at the lane lines on Franklin Street. Richard Marley, Director of Public Works, advised the lines that are currently delineating the lanes are temporary and not very durable. He stated he would look into the issue. Mr. Marley was asked to provide and did provide an overview of the Franklin Street renovation. Councilman Larry W. Foster asked Mr. Marley to also look at Wood Street.

Councilman Pat McDaniel requested a study session regarding Administrative Court. He stated the program is extremely important to the City and he would like a progress report as well as give the public a chance to share constructive suggestions. Councilman Jerry J. Dawson supported the study session. In addition, Councilman Pat McDaniel reminded council he suggested adding information to water bills to make citizens aware of City ordinances or change in ordinances.

Interim City Manager suggested at the February 2 meeting a study session on the Ambulance Service; February 17 meeting a study session on motor fuel tax and March 2 meeting study session on Administrative Court.

Councilman Dana M. Ray stated she supports a note in the water bills regarding ordinances and information on the City. Interim City Manager advised staff is looking

into the content and message for a short newsletter that might possibly be ready for the water bills in the month of February.

Councilman Dana M. Ray moved to recess to study session for the Treasurer's Financial Report; seconded by Councilman Larry W. Foster and on call of the roll, Councilmen Jerry J. Dawson, Larry W. Foster, Patrick S. Laegeler, Pat McDaniel, Julie Moore-Wolfe, Dana M. Ray and Mayor McElroy voted aye. The Mayor declared the motion carried.

Interim City Manager and Finance Department Director Gregg Zientara presented an overview of the Treasurer's Report.

Mark Tyus, requested time to speak and the Mayor allowed him to speak. Mr. Tyus advised that it disturbed him that it would take the City 4-6 months to research and study the minority ordinance. He stated he also does not want any mistakes and would like it to be right the first time.

There being no further business, Councilman Larry W. Foster moved the regular Council meeting be adjourned; seconded by Councilman Patrick S. Laegeler, and on call of the roll Councilmen Jerry J. Dawson, Larry W. Foster, Patrick S. Laegeler, Pat McDaniel, Julie Moore-Wolfe, Dana M. Ray, and Mayor McElroy voted aye. The Mayor declared the Council meeting adjourned at 6:56 p.m.

Approved February _____, 2015
Linda M. Swartz
City Clerk

DECATUR POLICE DEPARTMENT

MEMORANDUM #15-06

To: Michael T. McElroy, Mayor
Gregg Zientara, Interim City Manager

From: Bradley L. Sweeney, Chief of Police 
David T. Dickerson, Deputy Chief Administrative Operations 

Subject: Motorola System/Service Upgrade Agreement

PURPOSE: The purpose of this memorandum is to request the expenditure of funds to Motorola Solutions, Inc., for the annual Motorola System / Service Upgrade Agreement.

BACKGROUND: The City of Decatur signed an annual system and service upgrade agreement with Motorola Solutions on December 27, 2013, for the commencement date of January 1, 2014, and expiring on December 31, 2019. The Motorola System/Service Upgrade agreement provides the system owner (City of Decatur) with the software, hardware, and implementation services required to execute system infrastructure upgrades. Payment for the contract year, January 1, 2015 through December 31, 2015 is now due.

RECOMMENDATION: It would be the recommendation of staff that the Decatur Police Department pay Motorola Solutions for the system/service upgrade agreement at the cost of \$23,700.00 to be paid out of the designated communications budget account.

ATTACHMENTS: Motorola Solutions system/service upgrades agreement statement of work.

POTENTIAL OBJECTION: None Anticipated

STAFF REFERENCE: Bradley L. Sweeney, Chief of Police
424-2741, bsweeney@decaturil.gov

David T. Dickerson, Deputy Chief
424-2740, ddickerson@decaturil.gov

RESOLUTION NO. R2015-_____

**RESOLUTION AUTHORIZING
MOTOROLA SYSTEM SERVICE UPGRADE AGREEMENT
DECATUR POLICE DEPARTMENT**

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

Section 1. That the invoice presented to the City Council herewith with Motorola Solutions, Inc. regarding the Annual System and Service Upgrade Agreement for the Decatur Police Department Emergency Communications Center be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said Purchase Order on behalf of the City of Decatur to Motorola Solutions, Inc. in an amount not to exceed \$23,700.00 for the period of January 1, 2015 and expiring December 31, 2015.

PRESENTED and ADOPTED this 2nd day of February, 2015.

MICHAEL T. MC ELROY, MAYOR

ATTEST:

CITY CLERK

STATEMENT OF WORK

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

1.0 Description of Service and Obligations

- 1.1 As major system releases become available, Motorola agrees to provide the system owner with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.
- 1.2 The parties agree that the system owner will have, at their option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 System Upgrade Agreement II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 Motorola agrees to provide minor software upgrades, known as “patch releases”, which may include commercial Operating Software (“OS”) and application software patches and service pack updates when and if available. Currently, the parties acknowledge that Motorola’s service includes Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola agrees to provide only patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Corresponding 3rd Party software and operating system patches will be released quarterly upon successful completion of the regular test cycle or at Motorola’s discretion. Once a patch release has been validated as safe for deployment on the radio network, Motorola agrees to post it on a Motorola secure extranet site for the Customer to download and deploy.
 - 1.3.1 The parties agree that minor software upgrades, and patch release coverage, which include commercial OS and application software patches and service pack updates, will terminate should the customers system release version become more than 5 system release versions from the current shipping release version.
- 1.4 The parties agree that ASTRO 25 system release upgrades are considered “major” upgrades if they include commercial OS and application software updates as well as Motorola system release software. System releases shall be pre-tested and certified in Motorola’s Systems Integration Test lab. ASTRO 25 system releases shall improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola’s option, system releases may also include significant new feature enhancements as optional features. The SUA II does not include coverage for new optional feature software or hardware. Optional features may be offered for purchase.
- 1.5 The parties agree to the Eligible System Release Upgrade Paths available to the system owner as per the system release upgrade chart referenced and incorporated in Appendix A.
- 1.6 Motorola agrees that this Agreement entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

- 1.7 Motorola agrees that the following ASTRO 25 system release software for the following products are covered under this Agreement: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, NICE IP logging recorder, NICE replay stations (Scenario Replay and Inform Lite), network management terminals, Network Fault Management (NFM) products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.
- 1.8 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this Agreement.
- 1.9 The parties agree that the SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. The parties further agree that new subscriber radio options and features not previously purchased are excluded from SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.10 Motorola agrees to provide hardware version updates and/or replacements necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature & functionality of the eligible system release. The parties agree that any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.
- 1.11 Motorola agrees that the following hardware components are eligible for full product replacement when necessary per the eligible system release upgrade and if originally provided by Motorola:
 - 1.11.1 Servers
 - 1.11.2 PC Workstations
 - 1.11.3 Routers
 - 1.11.4 LAN Switches
- 1.12 Motorola agrees that the following hardware components are eligible for board-level replacement when necessary per the eligible system release upgrade. The parties agree that "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed:
 - 1.12.1 GTR 8000 Base Stations
 - 1.12.2 GCP 8000 Site Controllers
 - 1.12.3 GCM 8000 Comparators
 - 1.12.4 MCC 7500 Console Operator Positions
 - 1.12.5 STR 3000 Base Stations
 - 1.12.6 Quantar Base Stations
 - 1.12.7 Centracom Gold Elite Console Operator Interface Electronics
 - 1.12.8 Centracom Gold Elite Central Electronics Banks
 - 1.12.9 Ambassador Electronics Banks

- 1.12.10 Motorola Gold Elite Gateways
 - 1.12.11 ASTROTAC Comparators
 - 1.12.12 PSC 9600 Site Controllers
 - 1.12.13 PBX Switches for Telephone Interconnect
 - 1.12.14 NFM/NFM XC/MOSCAD RTU
- 1.13 The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.
- 1.14 Motorola agrees to provide implementation services necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. The parties agree that any implementation services that are not directly required to support the system upgrade are not included. The parties further agree that implementation services necessary for system expansions and/or new features or functionality that are implemented concurrent with the system upgrade are not included.
- 1.15 As major system releases become available, Motorola Agrees to provide the following software design and technical resources necessary to complete system release upgrades up to a maximum of one system release upgrade per two-year contract period.:
- 1.15.1 Review infrastructure system audit data as needed.
 - 1.15.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.15.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.15.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.15.5 Program management support required to perform the system upgrade.
 - 1.15.6 Field installation labor required to perform the system upgrade.
 - 1.15.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.16 The parties agree that the ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. The parties further agree that this configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.17 The parties agree and acknowledge that the ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.18 Motorola agrees to issue the Software Maintenance Agreement ("SMA") bulletin on an annual basis and post it in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.
- 1.19 The parties agree that all services described in this SOW are available during the Standard Business Day unless otherwise agreed to by Motorola.

1.20 Coverage Continuity.

- 1.20.1 The parties acknowledge and agree that the ASTRO 25 SUA II requires continuous coverage beginning within (90) days after the expiration of system warranty. Should the Customer delay purchase of an ASTRO 25 SUA II beyond (90) days from system warranty expiration or elect to discontinue the ASTRO 25 SUA II and later decide to reinstate coverage, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years in equivalent ASTRO 25 SUA II coverage.

1.21 The Customer agrees that they shall:

- 1.21.1 Contact Motorola upon receiving the SMA bulletin to engage the appropriate Motorola resources for a system release upgrade.
- 1.21.2 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 1.21.3 Provide or purchase labor to implement optional system release features or system expansions.
- 1.21.4 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics during the upgrade period.
- 1.21.5 Properly store and make available hardware and software required to perform software upgrade services needed for installation of the system release.
- 1.21.6 If the Servicer is required to travel beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.
- 1.21.7 Inform system users of software upgrade plans and scheduled system downtime. Perform appropriate system backups and make them readily available during the installation of the system release.
- 1.21.8 Assist Motorola in the preparation of a Customer Support Plan before system acceptance and provide all information necessary to complete the Customer Support Plan.
- 1.21.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.0 Exclusions and Limitations

- 2.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
- 2.2 The parties agree that the ASTRO 25 SUA II does not include hardware replacement for all products. Version updates may be available in some cases, but complete product replacement is not covered for all products.

- 2.3 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
- NICE Full Inform
 - MCC5500 Dispatch Consoles
 - MIP5000 Dispatch Consoles
 - Plant/E911 Systems
 - MOTOBRIDGE Solutions
 - ARC 4000 Systems
 - Motorola Public Sector Applications Software ("PSA")
 - Custom SW, CAD, Records Management Software
 - Data Radio Devices
 - Mobile computing devices such as Laptops
 - Non-Motorola two-way radio subscriber products
 - Genesis Products
 - Point-to-point products such as Microwave terminals and association multiplex equipment
- 2.4 The parties further agree that the ASTRO 25 SUA II does not cover any hardware or software supplied to the system owner by any Motorola business sector other than Motorola Solutions and/or purchased directly from a third party, unless specifically included in this SOW.
- 2.5 The parties agree that the ASTRO 25 system release upgrades include limited security updates issued by Microsoft, Solaris and Red Hat certified with each individual system release.
- 2.6 The parties agree that the ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton). Anti-virus and/or security application support may be covered under a separate agreement.
- 2.7 The parties agree that upgrades for equipment add-ons or expansions during the term of the contract are not included in the coverage of this SOW unless otherwise agreed to by Motorola.

3.0 Special provisions

- 3.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 3.2 Customer acknowledges that they may use the software (including any System Releases) only in accordance with the applicable Software License Agreement. The SUA II Statement of Work is not intended to modify or terminate an existing Software License Agreement. The SUA II or services rendered by Motorola does not alter Motorola's software intellectual property rights.
- 3.3 Customer acknowledges that SUA II services do not include repair or replacement of hardware or software necessary due to defects that are not corrected by the system release, nor does it include



repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of software.

- 3.4 The parties agree that ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the SUA II program; in either case, Motorola will refund to Customer any prepaid fees for System Upgrade Agreement services applicable to the terminated period.
- 3.5 Motorola may suspend or terminate the ASTRO 25 SUA II if the following conditions apply:
- Customer fails to pay Motorola any fees for the ASTRO 25 SUA II when due
 - Customer breaches the Software License Agreement or other applicable agreement
 - Customer's rights to use the software under the Software License Agreement expire or are terminated
 - Customer replaces its Motorola System with a system from another manufacturer

4.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service ("Warranty Period"). Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service. Product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the software. Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the software or products will be uninterrupted or error-free or that the software or the products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRETESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

Appendix A – ASTRO 25 Eligible System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	
Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14 (planned)
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14 (planned)	7.15 (planned)
Nov-13	R7.14 (planned)	7.15 (planned)	7.16 (planned)

The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release. Prices for any future product or software included herein will be separately negotiated when and if such product or software becomes available.

The most current eligible system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, OTAR, TDMA, Telephone Interconnect, CNI, HPD, ISSI CSMS, IA, POP25, Text Messaging, Outdoor Location, ...	0
RF System	
Voice RF Sites & RF Simulcast Sites	0
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	0
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	0
Conventional Channel Gateways (CCGW)	0
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Subscribers	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	0
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	0
Routers	0



Appendix C – Security Update Service (SUS) Statement of Work

The customer has chosen not to receive Security Update Service (SUS) coverage.

**MOTOROLA**

MOTOROLA SOLUTIONS, INC.
1301 E. Algonquin Road
Schaumburg, IL 60196

Visit our website at: www.motorola.com

INVOICE

Page 1 of 2

TOTAL INVOICE AMOUNT: \$18,900.00

MOTOROLA INVOICE NUMBER: 50102418

INVOICE DATE: 01/01/2015

PAYMENT DUE: UPON RECEIPT

CUSTOMER ACCOUNT NUMBER: 1000750506 0001

PURCHASE ORDER DATE:

YOUR PURCHASE ORDER NUMBER:

BILL TO DECATUR POLICE DEPT
LIEUTENANT BRAD SWEENEY
333 S FRANKLIN
DECATUR, IL 62523

For questions concerning this Invoice please contact
Motorola at:

00006-00004-00002

Payment Terms: NET 20 DAYS

Sales Order Number: S00001022838

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Invoice Detail

Item	Model Number	Qty	Description	Unit Price	Amount
BILLING FOR YOUR SERVICE AGREEMENT					
SERVICE PERIOD FROM 01-JAN-15 TO 31-DEC-15					
MOTOROLA CONTRACT # S00001022838					
SERVICES CONTRACTED:					
2		12	SVC04SVC0202A SP SOFTWARE MAINT AGREEMENT SITE(S)	458.33	5,499.96
4		12	SVC04SVC0204A SP SYSTEM UPGRADE AGREEMENT II SITE(S)	1,116.67	13,400.04
THIS INVOICE REPLACES AND SUPERSEDES INVOICE NUMBER 78286433					
THANK YOU FOR CHOOSING MOTOROLA SOLUTIONS					

Detach here and return bottom portion with your payment

(Continued on Next Page)

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
50102418	1000750506 0001	UPON RECEIPT

Payment Coupon

Invoice Total	Amount Paid
\$18,900.00	

Please put your Invoice Number and your Customer Account Number
on your check for prompt processing

DECATUR POLICE DEPT
LIEUTENANT BRAD SWEENEY
333 S FRANKLIN
DECATUR, IL 62523



Send Payment To:

MOTOROLA

MOTOROLA SOLUTIONS, INC.
13108 Collections Center Drive
Chicago, IL 60693



MOTOROLA

MOTOROLA SOLUTIONS, INC.
1301 E. Algonquin Road
Schaumburg, IL 60196

Visit our website at: www.motorola.com

INVOICE

Page 2 of 2

TOTAL INVOICE AMOUNT: \$18,900.00

MOTOROLA INVOICE NUMBER: 50102418

INVOICE DATE: 01/01/2015

PAYMENT DUE: UPON RECEIPT

CUSTOMER ACCOUNT NUMBER: 1000750506 0001

PURCHASE ORDER DATE:

YOUR PURCHASE ORDER NUMBER:

BILL TO DECATUR POLICE DEPT
LIEUTENANT BRAD SWEENEY
333 S FRANKLIN
DECATUR, IL 62523

For questions concerning this Invoice please contact
Motorola at:

00007-00004-00002

Payment Terms: NET 20 DAYS

Sales Order Number: S00001022838

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Invoice Detail Continued

Item	Model Number	Qty	Description	Unit Price	Amount
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PLEASE PAY THIS AMOUNT (PAYMENT DUE: UPON RECEIPT)

18,900.00

**MOTOROLA**

MOTOROLA SOLUTIONS, INC.
1301 E. Algonquin Road
Schaumburg, IL 60196

Visit our website at: www.motorola.com

INVOICE

Page 1 of 1

TOTAL INVOICE AMOUNT: \$4,800.00

MOTOROLA INVOICE NUMBER: 50102417

INVOICE DATE: 01/01/2015

PAYMENT DUE: UPON RECEIPT

CUSTOMER ACCOUNT NUMBER: 1000750506 0001

PURCHASE ORDER DATE:

YOUR PURCHASE ORDER NUMBER:

BILL TO DECATUR POLICE DEPT
LIEUTENANT BRAD SWEENEY
333 S FRANKLIN
DECATUR, IL 62523

For questions concerning this Invoice please contact
Motorola at:

00005-00003-00002

Payment Terms: NET 20 DAYS

Sales Order Number: S00001022838

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Invoice Detail

Item	Model Number	Qty	Description	Unit Price	Amount
BILLING FOR YOUR SERVICE AGREEMENT					
SERVICE PERIOD FROM 01-JAN-15 TO 31-DEC-15					
MOTOROLA CONTRACT # S00001022838					
SERVICES CONTRACTED:					
2		12	SVC02SVC0201A SUA II IMPLEMENTATION SERVICES SITE(S)	400.00	4,800.00
THIS INVOICE REPLACES AND SUPERSEDES INVOICE NUMBER 78286433					
THANK YOU FOR CHOOSING MOTOROLA SOLUTIONS					
PLEASE PAY THIS AMOUNT (PAYMENT DUE: UPON RECEIPT)					4,800.00

Detach here and return bottom portion with your payment

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
50102417	1000750506 0001	UPON RECEIPT

Please put your Invoice Number and your Customer Account Number
on your check for prompt processing

DECATUR POLICE DEPT
LIEUTENANT BRAD SWEENEY
333 S FRANKLIN
DECATUR, IL 62523

Payment Coupon

Invoice Total	Amount Paid
\$4,800.00	

Send Payment To:

**MOTOROLA**

MOTOROLA SOLUTIONS, INC.
13108 Collections Center Drive
Chicago, IL 60693

ASTRO 25 System Upgrade Agreement II ("SUA II")

Motorola Solutions, Inc. ("Motorola"), and Decatur Police Dept. ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products and services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

- Exhibit A Motorola "Software License Agreement"
- Exhibit B "ASTRO 25 System Upgrade Agreement II Statement of Work" dated May 1, 2013
- Exhibit C "Pricing" dated Nov 14, 2013

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.2. "Contract Price" means the price for the purchased period of SUA II coverage, excluding applicable sales or similar taxes and freight charges.
- 2.3. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.4. "Equipment" means the equipment provided by Motorola under this Agreement.
- 2.5. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.6. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.7. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.8. "Non-Motorola Software" means Software that another party owns.
- 2.9. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.10. "Products" means the Equipment and Software provided by Motorola under this Agreement.
- 2.11. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the

Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.12. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished by Motorola under this Agreement.

2.13. "Warranty Period" means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the purchased period of SUA II coverage is completed.

3.4. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with an agreed Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this Agreement and the annual payments can be processed solely against this Agreement.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$173,000.28. Motorola has priced the Agreement based on the initial System configuration and Service plans. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer annually in advance of each year of SUA II coverage. Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pay all freight charges. Title and risk of loss to the Equipment will pass to Customer upon delivery to the Customer. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Decatur Police Dept.
333 S. Franklin
Decatur, IL 62523

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Decatur Police Dept.
333 S. Franklin
Decatur, IL 62523

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, licenses, and the like; and access to the applicable work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical

power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 WARRANTIES

8.1. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

8.3. **SERVICE WARRANTY.** Motorola warrants that its services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the services are completed.

8.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, re-perform the non-conforming service, refund the price of the defective Equipment or Motorola Software or refund, on a pro-rata basis, the fees paid for the non-conforming service. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the Customer for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT, MOTOROLA SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are delivered.

10.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the Products are delivered. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. **CONFIDENTIALITY.** All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

11.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days

after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

11.2. **CONVENIENCE.** Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Products provided and Services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Products, Services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

11.3. **UNEARNED DISCOUNTS.** If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of System Upgrade payments for the original Term. Annual discounts for the Term can be found on Exhibit C.

Section 12 INDEMNIFICATION

12.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

12.3. PATENT AND COPYRIGHT INFRINGEMENT.

12.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to

Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.3.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the latest annual amount invoiced for the SUA II period of coverage with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a

"need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Decatur Police Dept.
Attn: Brad Sweeney
333 S. Franklin
Decatur, IL 62523
fax: (217) 424-2766

Motorola Solutions, Inc.
Attn: Law Department
1303 East Algonquin Road, IL01 / 8th Floor
Schaumburg, IL 60196
fax: (847) 576-0721

15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software), Section 3.6 (Non-Motorola Software); if any

payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Decatur Police Dept. ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products

to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B**STATEMENT OF WORK****ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)****1.0 Description of Service and Obligations**

- 1.1 As major system releases become available, Motorola agrees to provide the system owner with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.
- 1.2 The parties agree that the system owner will have, at their option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 System Upgrade Agreement II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 Motorola agrees to provide minor software upgrades, known as "patch releases", which may include commercial Operating Software ("OS") and application software patches and service pack updates when and if available. Currently, the parties acknowledge that Motorola's service includes Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola agrees to provide only patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Corresponding 3rd Party software and operating system patches will be released quarterly upon successful completion of the regular test cycle or at Motorola's discretion. Once a patch release has been validated as safe for deployment on the radio network, Motorola agrees to post it on a Motorola secure extranet site for the Customer to download and deploy.
 - 1.3.1 The parties agree that minor software upgrades, and patch release coverage, which include commercial OS and application software patches and service pack updates, will terminate should the customers system release version become more than 5 system release versions from the current shipping release version.
- 1.4 The parties agree that ASTRO 25 system release upgrades are considered "major" upgrades if they include commercial OS and application software updates as well as Motorola system release software. System releases shall be pre-tested and certified in Motorola's Systems Integration Test lab. ASTRO 25 system releases shall improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements as optional features. The SUA II does not include coverage for new optional feature software or hardware. Optional features may be offered for purchase.
- 1.5 The parties agree to the Eligible System Release Upgrade Paths available to the system owner as per the system release upgrade chart referenced and incorporated in Appendix A.
- 1.6 Motorola agrees that this Agreement entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

- 1.7 Motorola agrees that the following ASTRO 25 system release software for the following products are covered under this Agreement: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, NICE IP logging recorder, NICE replay stations (Scenario Replay and Inform Lite), network management terminals, Network Fault Management (NFM) products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.
- 1.8 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this Agreement.
- 1.9 The parties agree that the SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. The parties further agree that new subscriber radio options and features not previously purchased are excluded from SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.10 Motorola agrees to provide hardware version updates and/or replacements necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature & functionality of the eligible system release. The parties agree that any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.
- 1.11 Motorola agrees that the following hardware components are eligible for full product replacement when necessary per the eligible system release upgrade and if originally provided by Motorola:
 - 1.11.1 Servers
 - 1.11.2 PC Workstations
 - 1.11.3 Routers
 - 1.11.4 LAN Switches
- 1.12 Motorola agrees that the following hardware components are eligible for board-level replacement when necessary per the eligible system release upgrade. The parties agree that "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed:
 - 1.12.1 GTR 8000 Base Stations
 - 1.12.2 GCP 8000 Site Controllers
 - 1.12.3 GCM 8000 Comparators
 - 1.12.4 MCC 7500 Console Operator Positions
 - 1.12.5 STR 3000 Base Stations
 - 1.12.6 Quantar Base Stations
 - 1.12.7 Centracom Gold Elite Console Operator Interface Electronics
 - 1.12.8 Centracom Gold Elite Central Electronics Banks
 - 1.12.9 Ambassador Electronics Banks

- 1.12.10 Motorola Gold Elite Gateways
- 1.12.11 ASTROTAC Comparators
- 1.12.12 PSC 9600 Site Controllers
- 1.12.13 PBX Switches for Telephone Interconnect
- 1.12.14 NFM/NFM XC/MOSCAD RTU
- 1.13 The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.
- 1.14 Motorola agrees to provide implementation services necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. The parties agree that any implementation services that are not directly required to support the system upgrade are not included. The parties further agree that implementation services necessary for system expansions and/or new features or functionality that are implemented concurrent with the system upgrade are not included.
- 1.15 As major system releases become available, Motorola Agrees to provide the following software design and technical resources necessary to complete system release upgrades up to a maximum of one system release upgrade per two-year contract period.:
 - 1.15.1 Review infrastructure system audit data as needed.
 - 1.15.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.15.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.15.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.15.5 Program management support required to perform the system upgrade.
 - 1.15.6 Field installation labor required to perform the system upgrade.
 - 1.15.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.16 The parties agree that the ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. The parties further agree that this configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.17 The parties agree and acknowledge that the ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.18 Motorola agrees to issue the Software Maintenance Agreement ("SMA") bulletin on an annual basis and post it in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.
- 1.19 The parties agree that all services described in this SOW are available during the Standard Business Day unless otherwise agreed to by Motorola.

1.20 Coverage Continuity.

- 1.20.1 The parties acknowledge and agree that the ASTRO 25 SUA II requires continuous coverage beginning within (90) days after the expiration of system warranty. Should the Customer delay purchase of an ASTRO 25 SUA II beyond (90) days from system warranty expiration or elect to discontinue the ASTRO 25 SUA II and later decide to reinstate coverage, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years in equivalent ASTRO 25 SUA II coverage.

1.21 The Customer agrees that they shall:

- 1.21.1 Contact Motorola upon receiving the SMA bulletin to engage the appropriate Motorola resources for a system release upgrade.
- 1.21.2 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 1.21.3 Provide or purchase labor to implement optional system release features or system expansions.
- 1.21.4 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics during the upgrade period.
- 1.21.5 Properly store and make available hardware and software required to perform software upgrade services needed for installation of the system release.
- 1.21.6 If the Servicer is required to travel beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.
- 1.21.7 Inform system users of software upgrade plans and scheduled system downtime. Perform appropriate system backups and make them readily available during the installation of the system release.
- 1.21.8 Assist Motorola in the preparation of a Customer Support Plan before system acceptance and provide all information necessary to complete the Customer Support Plan.
- 1.21.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.0 Exclusions and Limitations

- 2.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
- 2.2 The parties agree that the ASTRO 25 SUA II does not include hardware replacement for all products. Version updates may be available in some cases, but complete product replacement is not covered for all products.

- 2.3 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
- NICE Full Inform
 - MCC5500 Dispatch Consoles
 - MIP5000 Dispatch Consoles
 - Plant/E911 Systems
 - MOTOBRIDGE Solutions
 - ARC 4000 Systems
 - Motorola Public Sector Applications Software ("PSA")
 - Custom SW, CAD, Records Management Software
 - Data Radio Devices
 - Mobile computing devices such as Laptops
 - Non-Motorola two-way radio subscriber products
 - Genesis Products
 - Point-to-point products such as Microwave terminals and association multiplex equipment
- 2.4 The parties further agree that the ASTRO 25 SUA II does not cover any hardware or software supplied to the system owner by any Motorola business sector other than Motorola Solutions and/or purchased directly from a third party, unless specifically included in this SOW.
- 2.5 The parties agree that the ASTRO 25 system release upgrades include limited security updates issued by Microsoft, Solaris and Red Hat certified with each individual system release.
- 2.6 The parties agree that the ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton). Anti-virus and/or security application support may be covered under a separate agreement.
- 2.7 The parties agree that upgrades for equipment add-ons or expansions during the term of the contract are not included in the coverage of this SOW unless otherwise agreed to by Motorola.

3.0 Special provisions

- 3.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 3.2 Customer acknowledges that they may use the software (including any System Releases) only in accordance with the applicable Software License Agreement. The SUA II Statement of Work is not intended to modify or terminate an existing Software License Agreement. The SUA II or services rendered by Motorola does not alter Motorola's software intellectual property rights.
- 3.3 Customer acknowledges that SUA II services do not include repair or replacement of hardware or software necessary due to defects that are not corrected by the system release, nor does it include

repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of software.

3.4 The parties agree that ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the SUA II program; in either case, Motorola will refund to Customer any prepaid fees for System Upgrade Agreement services applicable to the terminated period.

3.5 Motorola may suspend or terminate the ASTRO 25 SUA II if the following conditions apply:

- Customer fails to pay Motorola any fees for the ASTRO 25 SUA II when due
- Customer breaches the Software License Agreement or other applicable agreement
- Customer's rights to use the software under the Software License Agreement expire or are terminated
- Customer replaces its Motorola System with a system from another manufacturer

4.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service ("Warranty Period"). Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service. Product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the software. Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the software or products will be uninterrupted or error-free or that the software or the products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRETESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

Appendix A – ASTRO 25 Eligible System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	
Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14 (planned)
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14 (planned)	7.15 (planned)
Nov-13	R7.14 (planned)	7.15 (planned)	7.16 (planned)

The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release. Prices for any future product or software included herein will be separately negotiated when and if such product or software becomes available.

The most current eligible system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, OTAR, TDMA, Telephone Interconnect, CNI, HPD, ISSI CSMS, IA, POP25, Text Messaging, Outdoor Location, ...	0
RF System	
Voice RF Sites & RF Simulcast Sites	0
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	0
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	0
Conventional Channel Gateways (CCGW)	0
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Subscribers	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	0
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	0
Routers	0



Appendix C – Security Update Service (SUS) Statement of Work

The customer has chosen not to receive Security Update Service (SUS) coverage.



MOTOROLA SOLUTIONS

SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001022838
Contract Modifier:

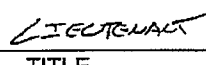
Date: 11/14/2013

Company Name:	Decatur Police Dept
Attn:	
Billing Address:	333 S Franklin
City, State, Zip:	Decatur, IL, 62523
Customer Contact:	Lt. Brad Sweeney
Phone:	(217) 424-2740

Required P.O.: No
Customer #: 1000750506
Bill to Tag #: 0001
Contract Start Date: 01/01/2014
Contract End Date: 12/31/2019
Anniversary Day: Dec 31st
Payment Cycle: ANNUAL
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SUA II	Total Services		\$143,100.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services		
		Subtotal - One-Time Event Services		
		Total		\$143,100.00
		Taxes	-	-
Six Annual Invoices: 2014 - \$23,600 2015 - \$23,700 2016 - \$23,800 2017 - \$23,900 2018 - \$24,000 2019 - \$24,100		Grand Total		\$143,100.00
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
Subcontractor(s)			City	State
MOTOROLA NIO SSA TEAM			SCHAUMBURG	IL
MOTOROLA SOLUTIONS - T5 SYSTEMS UPGRADE (CB705)			BROADVIEW HEIGHTS	OH

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

		12-27-13
AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
LT. BRAD SWEENEY		
CUSTOMER (PRINT NAME)		
	CSM	1/21/14
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Bob Stallwitz	309-353-4140	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Decatur Police Dept

**PUBLIC WORKS MEMORANDUM
NO. 2015-06**

DATE: January 23, 2015

TO: Honorable Mayor McElroy and City Council

FROM: Gregg D. Zientara, Interim City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Resolution Approving the Expenditure of City Funds to Purchase Traffic Counters

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution authorizing the expenditure of \$25,611.50 for the purchase of sixteen (16) Portable Traffic Analyzers (traffic counters), and that the Mayor be authorized to sign said resolution, and the City Clerk to attest.

BACKGROUND:

The City performs traffic counts for transportation planning, street design, pavement design, to determine the need for stop and yield signs, and when reviewing traffic signal operations. The ability to perform a single traffic count around a large intersection greatly improves the accuracy of the count. If half of an intersection is counted on one day, and the other half is counted another day due to a lack of traffic counters, the results are skewed by the make-up of traffic from one day to the next.

The City's current traffic counters are 10-15 years old and no longer function reliably. At this time the City has only two functioning traffic counters.

The Decatur Urbanized Area Transportation Study (DUATS) has offered the City the opportunity to purchase traffic counters and provide 80% Federal reimbursement and 20% State reimbursement totaling a full 100% reimbursement of City costs. The traffic counters would be owned by DUATS but controlled and used by the City to perform traffic studies in support of City operations.

The City has used the type of traffic counters proposed for the past 20 years. These counters log the number of vehicles, their speeds, and the type of vehicle (i.e. various truck sizes and cars). These results answer all of the common questions and requests from the public and are necessary for designing and timing traffic signals, designing streets and pavements, and determining the need for traffic control. Accurate traffic counts greatly expand the ability of City staff to make good design decisions and provide informed recommendations regarding the operation of traffic on the City's streets.

The quotation is for a total of \$25,611.50 to purchase 16 NC300 Portable Traffic Analyzers with their associated software and protective covers.

SCHEDULE: These items will be ordered promptly upon the approval of the City Council.

BUDGET/TIME IMPLICATION:

Budget Impact: Funding for this purchase will be from the DUATS Fund with a proposed expenditure of \$25,611.50 to purchase 16 traffic counters and associated equipment. The City will be reimbursed at 100% from Federal (80%) and State (20%) funds.

Staff Impact: City staff time has been allocated for operating the proposed traffic counters.

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

INPUT FROM OTHER SOURCES: Decatur Urbanized Area Transportation Study and Illinois Department of Transportation

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

This memorandum was prepared by Griffin Enyart, Civil Engineer I and Matt Newell, P.E., City Engineer.

Attach: 3

RESOLUTION NO. _____

**RESOLUTION APPROVING THE EXPENDITURE OF CITY FUNDS
TO PURCHASE TRAFFIC COUNTERS**

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

Section 1. That the payment to John Thomas, Inc., for the purchase of 16 portable traffic analyzers including associated hardware and software be, and the same is hereby, approved and said payment be made in the amount not to exceed \$25,611.50.

Section 2. That the expenditure is in the best interest of the City of Decatur and is authorized by law.

Section 3. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute such documentation as is necessary to effect the intent hereof.

PRESENTED and ADOPTED this 2nd day of February, 2015.

Michael T. McElroy, Mayor

ATTEST:

Linda M. Swartz, City Clerk



Quotation

1560 Lovett Drive
Dixon, IL 61021
(888) 447-7263 Office (888) 335-3948 Fax

Date	Quotation #
1/13/2015	31845.2

Name / Address
City of Decatur 1 Gary K Anderson Plaza Decatur, IL 62523

Ship To
City of Decatur Attn: Griffin Enyart 1 Gary K Anderson Plaza Decatur, IL 62523

Terms		Rep	FOB		Project	
Net 30		LJH	Destination		Traffic Counter	
Part Number	Description	Quantity	U/M	Unit Price	Total	
NC300	Portable Traffic Analyzer NC300	16	Each	1,365.00	21,840.00	
70002028	Protective Cover NC-300	16	Each	180.00	2,880.00	
70000400	Portable Traffic Analyzer Interface Cable Assembly - USB	1	Each	188.00	188.00	
70700052	HDM 9.2 HiStar Software (upgrade)	1	Each	635.00	635.00	
Freight	Freight	1	Each	68.50	68.50	
Signature 			Total		\$25,611.50	

MH Corbin NC300 Portable Traffic Analyzer



Overview

The MH Corbin NC300 Portable Traffic Analyzer is designed to provide even more accuracy in measuring counts, speeds, and vehicle lengths. As with the NC200, the sensor is placed directly in the traffic lane to measure data, and can be installed and removed quickly and easily.

The traffic analyzer combines accuracy and portability, monitoring traffic flow conditions right where you need them. Whether you are surveying traffic on a roadway, bridge, parking garage, or construction area, the sensor provides the data necessary for effective traffic analysis.

The sensor utilizes Vehicle Magnetic Imaging (VMI) technology to detect vehicle count, speed and classification. The data is easily retrieved using Highway Data Management (HDM) software, where it can be presented in the form of reports, charts and graphs.



Benefits

- Portable sensor detects vehicle count, speed, and classification
- Can be installed and removed in minutes
- Less noticeable to traffic, which results in more accurate information

Features

- Accurately measures vehicle count, speed, and classification
- Individual vehicle recording allows infinite binning capabilities
- Durable extruded aluminum housing
- Long life, rechargeable, Lithium-Ion battery
- Connects to any computer for easy data retrieval
- Easy to use software for viewing data
- Software allows you to change binning parameters after the study



Technical Data

General

Housing Material	Extruded/anodized aluminum
Ultimate Bearing Strength	88,000 psi (607 Mpa)
Dimensions	181 x 118 x 12.7 millimeters (7.125 x 4.625 x 0.5 inches)
Weight	0.59 Kg (1.3 lbs)
Operating Temperature	-20°C to +60°C (-4°F to +140°F)
Sensor	GMR Magnetic chip for Vehicle Magnetic Imaging
Memory	Micro Serial Flash: 3MB
Battery/Power	Lithium-Ion rechargeable (up to 21 days before recharge)
Computed Values	Imperial or Metric
Capacity	Up to 300,000 vehicles or 21 days per study, whichever occurs first

Applications

- Airports, Stadiums, Casinos
- Military Bases and Border Crossings
- Parks or Recreational Areas
- Police Departments (for speed studies)
- Stop Signs, Traffic Lights, or Posted Speeds

Performance

Battery/Power	Lithium-Ion Rechargeable 3.0VDC to 4.2VDC 3000 mAh at 23°C Nom 3.70VDC (Up to 21 days on single charge) Automatic Overcharge protection Field replaceable battery
Length Accuracy	+/- 4 ft, 90% of vehicles
Speed Accuracy	+/- 4 mph, 90% of vehicles
Count Accuracy	+/- 1%, 95% of vehicles
Vehicle Detection	Vehicles between 8 and 120 MPH (13 and 193 KPH)

DOC: MHCNC300-130417-A

Public Works Memorandum
NO. 2015-04

DATE: January 27, 2015

TO: Honorable Mayor McElroy and City Council Members

FROM: Gregg D. Zientara, Interim, City Manager
Richard G. Marley, P. E., Public Works Director

SUBJECT: Resolution Approving an Agreement with the URS Corporation for Preparation of the Midwest Inland Port Transportation Plan and Capital Improvements Plan.

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 the URS Corporation of Decatur, IL, for the not-to-exceed amount of \$430,000 to prepare the Midwest Inland Port Transportation Plan and Capital Improvements Plan.

PRIOR COUNCIL ACTION:

- September 29, 2014 – City Council approved Resolution R2014-110, authorizing an Intergovernmental Agreement with the Illinois Department of Transportation providing \$180,000 for Midwest Inland Port Study.
- October 20, 2014 – City Council approved Resolution R2014-126, authorizing an Intergovernmental Agreement with the Illinois Department of Commerce and Economic Opportunity providing \$250,000 for the Midwest Inland Port Study

BACKGROUND:

The Illinois Department of Commerce and Economic Opportunity (DCEO) and the Illinois Department of Transportation (IDOT) have agreed to provide grant funding to the City of Decatur to prepare a Midwest Inland Port Transportation Plan and a Capital Improvements Plan to Implement the Transportation Plan for the City. The general area to be studied is shown on Exhibit 1, attached. This planning project consists of two distinct parts conducted sequentially, generally described as follows:

1. **Midwest Inland Port (MIP) Transportation Plan.** The focus of this work is to prepare a transportation plan for the MIP analyzing existing facilities and suggesting improvement opportunities for multi-modal freight hub development in Decatur and the Central Illinois region. The plan will identify missing links to add and barriers to remove to provide an integrated system of freight transportation in Decatur offering a full range of freight

transportation options. This work will be 80% funded with Federal transportation planning funds administered by the Illinois Department of Transportation and 20% funded by a DCEO grant. The selected consultant shall comply with all Federal aid requirements.

2. **Midwest Inland Port (MIP) Transportation Capital Improvements Plan (CIP).** The focus of this work is to prepare the CIP for the MIP Transportation Plan. The CIP will require sufficient preparation of preliminary concept plans for recommended improvements so that a reliable total project budget and implementation schedule can be prepared. This work will include estimating costs for right-of-way acquisition, utility relocation, construction and engineering. This work is 100% funded by a DCEO grant.

CONSULTANT SELECTION PROCESS: A request for qualifications and proposals was issued on October 28, 2014. The RFQP was advertised locally and regionally and sent to 19 planning and design firms known to perform these services. The City received responses from two firm, TranSystems of Schaumburg, IL, and URS of Decatur. The proposals were reviewed by an interview panel consisting of representatives of the Engineering Division, DUATS and the County Highway Department. Interviews were conducted on December 3, 2014, and the interview panel recommended the selection of URS. Negotiations commenced immediately on the scope of work which is transmitted with this memorandum.

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

INPUT FROM OTHER SOURCES: Illinois Department of Transportation, the Department of Commerce and Economic Opportunity, and the County Highway Department. During the course of the planning effort, stakeholder and public input will be sought at the beginning of the transportation planning process, midway through the project and again before a final report is issued.

SCHEDULE: A notice to proceed will be issued shortly after the engineering service agreement is approved and funds are released by IDOT. The project is expected to be completed in 18 months depending on review time.

BUDGET IMPLICATIONS: This project is funded with grants from the Illinois Department of Transportation and the Illinois Department of Commerce and Economic Development.

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

Attach: 3

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
URS CORPORATION FOR PREPARATION OF THE
MIDWEST INLAND PORT TRANSPORTATION PLAN AND
CAPITAL IMPROVEMENTS PLAN
CITY PROJECT 2014-06**

**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 preparation of the Midwest Inland Port Transportation Plan and Capital Improvements Plan, City Project 2014-06, presented to the Council herewith between the City of Decatur and URS Corporation, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and URS Corporation fee not to exceed \$430,000.00.

Section 3. That this resolution is contingent and conditioned upon funding being provided by the Illinois Department of transportation and the Illinois Department of Commerce and Economic Opportunity

Section 4. That a notice to proceed shall be issued when funding is made available by the Illinois Department of Transportation and the Illinois Department of Commerce and Economic Opportunity.

PRESENTED and ADOPTED this 2nd day of February, 2015.

Michael T. McElroy, Mayor

ATTEST:

Linda M. Swartz, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

URS Corporation

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

B. 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.

C. 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.

D. 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.

E. CONSTRUCTION SURVEY AND LAYOUT PHASE.

The Consulting Engineer or Surveyor shall, after written authorization to proceed with the Construction Survey and Layout Phase:

1. Duties. The Consulting Engineer or Surveyor shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Consulting Engineer or Surveyor shall be sufficient to permit the construction contractor ("Contractor") to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.
2. Replacement of Lost Control Points. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Consulting Engineer or Surveyor and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the City or its construction contractor.
3. Accuracy. The Consulting Engineer or Surveyor shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Consulting Engineer or Surveyor shall be responsible for the accuracy of the control points which are established. The Consulting Engineer or Surveyor shall be responsible for costs which may result from errors by the Consulting Engineer or Surveyor in placement of control points.

The Consulting Engineer or Surveyor shall take all reasonable and customary actions to protect the control points established by the Consulting Engineer or Surveyor.

4. Completion Time. The Construction Survey and Layout Phase shall be completed within the time period set forth in Exhibit C, Project Timeline.

F. CONSTRUCTION INSPECTION PHASE.

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

1. General Duties. The Consulting Engineer shall consult with and advise the City's Representative and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Consulting Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the Contractor builds the project in accordance with the plans and specifications.
2. Construction Inspection and Reporting. The Consulting Engineer shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consulting Engineer shall keep the City's Representative informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Formal notification of the progress of work shall be in the form of bi-weekly project progress meetings held between the Consulting Engineer, Contractor and City's Representative. Project schedule updates shall be submitted to the City's Representative in writing.
3. Review of Technical and Procedural Aspects. The Consulting Engineer shall review and approve (or take other appropriate action in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).
4. Contract Documents. The Consulting Engineer shall receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City's Representative for final approval.
5. Conferences and Meetings. The Consulting Engineer shall attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of the minutes thereof to the City's Representative.
6. Documentation. The Consulting Engineer shall prepare all documentation and provide the same to meet the requirements defined in the Illinois Department of Transportation Construction Manual and Documentation Guide ("Manual"). The Manual used shall be the most current at the time of inspection. Documentation shall be available for review by the City's Representative at all times. Specifically, the Consulting Engineer shall, in addition the above,
 - a. Prepare Inspector's Daily Reports and Quantity Book as required in the Manual.
 - b. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, the Consulting Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.

- c. Keep a diary or log book, recording the Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the City's Representative.
 - d. Take multiple photographs of the Work and keep a log and file of the photos. The photographs shall be provided to the City's Representative upon demand and at project closeout.
 - e. Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major suppliers of materials and equipment.
7. Reports. The Consulting Engineer shall,
- a. Furnish the City's Representative periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
 - b. Consult with the City's Representative, in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - c. Draft proposed Change Orders and obtaining back-up material from the Contractor, and make recommendations to the City's Representative regarding Change Orders and Field Orders.
 - d. Report immediately to the City's Representative upon the occurrence of any accident.
8. Contract Interpretation; Review of Quality of Work. The Consulting Engineer shall:
- a. Issue all instructions of the City's Representative to the Contractor(s).
 - b. Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the City's Representative's approval.
 - c. Have authority, as a representative of the City, to require special inspection or testing of the work.
 - d. Act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
9. Prepare Engineer's Pay Estimate. The Consulting Engineer shall, based on the Consulting Engineer's on-site observations as an experienced and qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work. Such recommendations of payment shall constitute a representation to the City's Representative, based on such observations and review, that the work has progressed to the point indicated and that to the best of the Consulting Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be prepared not less than monthly while construction is

proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the City's Representative at the beginning of this phase of work.

10. Determination of Substantial Completion. The Consulting Engineer shall conduct an inspection to determine if the Project is substantially complete and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations there under so that the Consulting Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the City's Representative and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).
11. Authority and Responsibility. The Consulting Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.
12. Consulting Engineer Not Responsible for Acts of Contractor. The Consulting Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Consulting Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in this contract shall be construed to release the Consulting Engineer from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.
13. Preparation of Record Drawings. The Consulting Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. Record drawings may be prepared using AutoCAD or other electronic plan preparation method. Alternately, record drawings may be prepared using manual methods. The plans shall be delivered to the City's Representative in the form of one set of prints and electronic file if record drawings were prepared by electronic methods. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this agreement.
14. Completion Time. The Consulting Engineer shall complete the Construction Inspection Phase within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

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

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall

assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.

- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not. Reuse of any of the work product of the Consulting Engineer by the City on extensions of this Project or any other project without written permission of the Consulting Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the Consulting Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. 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. Upon request the Consulting Engineer shall file with the City certified copies of all insurance policies and all accompanying endorsements described under Section IV.D redacted as necessary to protect the Consulting Engineer's proprietary information. Redactions shall not alter the policy and its endorsements of insurance. The Consulting Engineer shall file certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. A certificate of insurance shall include a statement "the coverage and limits conform to the minimums required by the City of Decatur for (project name)" indicating the City of Decatur's additional insured status. In no event shall any

failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

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

The certificate must certify the following:

- a. Name and address of party insured.
- b. Name(s) of insurance company or companies.
- c. Name and address of authorized agent executing such certificate.
- d. Description of type of insurance and coverage afforded thereunder.
- e. Insurance policy numbers.
- f. Limits of liability of such policies and date of expiration of policies.

7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:

a. Workers' Compensation:

Coverage A: Statutory Limits

Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

- c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
- d. Professional Liability: A professional liability errors and omissions policy with limits of one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
- e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.

F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.

G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.

H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.

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

The City shall indemnify and save harmless the Consulting Engineer, its officers and employees against any and all claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the Consulting Engineer and including reasonable attorney's fees incurred by the Consulting Engineer or required in any way to be paid by the

Consulting Engineer, in defense thereof, and shall indemnify and save harmless the Consulting Engineer from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, proximately caused or proximately arising out of negligent acts or omissions to act by City in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the City or its subcontractors.

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

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

SECTION V. PAYMENT

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

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

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 2.70.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and

deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.

6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

F. DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY REQUIREMENTS.

The Department of Commerce and Economic Opportunity, the Office of Inspector General, and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of the Consulting Engineer or any subcontractor involving transactions related to this Agreement for a period of four (4) years following the Department's final approval of all required close-outs (financial and/or programmatic), and any such subcontractor shall be governed by the same requirements to which the Grantee is subject under this Agreement.

The Consulting Engineer or any subcontractor shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement.

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 _____, 2013

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: John Schwalbe

City of Decatur

Midwest Inland Port Transportation Plan and Capital Improvement Plan

Scope of Work

The following scope of work (SOW) outlines AECOM work tasks that will be completed as part of the Midwest Inland Port (MIP) study. The SOW addresses both aspects of the MIP study – the Transportation Plan and the Capital Improvement Plan (CIP). The Transportation Plan will occur first and identify the overall mobility and multi-modal needs within the MIP study area. The CIP will begin when the transportation/mobility/freight needs have been established. The final scope for the CIP will be established after the MIP Transportation Plan is completed.

MIP Transportation Plan

The MIP Transportation Plan will analyze and identify improvement opportunities for multi-modal freight hub development within the MIP study area. At a high level, the MIP Transportation Plan will address multi-modal freight opportunities in Central Illinois region, with an emphasis on the potential impacts (economic, mobility, and transportation infrastructure) on the Decatur (Macon County) area. Detailed traffic analysis conducted as part of the MIP Transportation Plan will be concentrated to the MIP study area.

The overall goal of the MIP Transportation Plan is to identify opportunities to better integrate transportation investments to produce greater economic benefit in Decatur and the surrounding region. It is envisioned that the MIP Transportation Plan will identify a future year scenario which will be used to identify and prioritize future year transportation infrastructure improvements. These infrastructure improvements will be further developed and evaluated as part of the MIP CIP. Tasks 01000 to 05000 describe the MIP Transportation Plan work elements. The CIP tasks begin at task 06000.

Task 01000 – Stakeholder Meetings – Transportation Plan (TP)

The AECOM team will identify area stakeholders who will provide input and guidance throughout the planning process. The project team will conduct an initial round of stakeholder meetings to identify:

- Current and future year transportation/mobility needs (with a focus on identifying opportunities to support or enhance area business and industry operations by investing in transportation infrastructure improvements)
- Transportation deficiencies that create barriers to efficiently moving freight transportation within and through the MIP study area and the region
- Development plans which could impact transportation operations (roadway, rail, and aviation) and infrastructure needs within the MIP study area

Exhibit A

- Potential transportation improvements that would enhance freight movement within the MIP study area and the region

The project team will utilize the input from the first round of stakeholder meetings to guide the technical analysis which will summarize the existing and future year transportation conditions and needs. A second round of stakeholder meetings will be conducted to present the preliminary findings of the Transportation Plan. The purpose of these meetings will be to:

- Obtain feedback from stakeholders regarding conceptual transportation improvements
- Confirm that the conceptual improvements address current and future year transportation needs
- Identify additional transportation improvements that might be considered by the project team
- Obtain input that can be used in developing the MIP CIP and in prioritizing future year transportation investments

The project team will develop exhibits, as needed, to show existing and future year transportation conditions, transportation needs, and potential transportation improvements/concepts. These meetings will be documented and included in the final Transportation Plan report. Additional businesses or groups that express interest in the Transportation Plan development will also be contacted.

Task 01500 – Data Collection

AECOM will collect utility, pavement, and property information to be considered in the development of the transportation plan. Work will include the following:

1. Collect utility information from existing plans and from utility companies identified in a JULIE design stage locate. Existing plans to be obtained from the City of Decatur and/or the Macon County Highway Department.
2. Obtain digital aerial mapping, property lines, and LIDAR data from the City of Decatur.
3. Review IDOT, County and City pavement condition information to identify deficiencies that may result in significant project cost increases or cause limitations in access to critical port facilities.
4. Based on information provided by the Sanitary District, develop a map of areas within the project limits that are currently or potentially served by sanitary sewers.
5. Based on discussions with the City and County, identify areas of existing and potential inland port development with chronic storm water drainage problems and identify improvements to resolve these issues.

Task 02000 – Transportation Modeling

Through previous planning studies in the Decatur area, the AECOM team has developed two transportation models that could be utilized for the MIP Transportation Plan. These models, and their potential application to the MIP study, are described in the following:

- **Regional Travel Demand Model** – AECOM recently updated the regional travel demand forecasting model as part of the DUATS 2040 Long Range Transportation Plan (LRTP). The model includes a base year of 2010 and a future year of 2040. The regional travel demand model could be used for the MIP study to evaluate potential roadway capacity improvements (i.e., new roadway connections, or widening of existing roadways). If necessary, the project team can modify the future year (2040) socioeconomic data to reflect potential employment increases within the region. This could be done to reflect possible additional economic development activity related to the MIP.
- **Rail Traffic Control (RTC) Model** – As part of the DATES project, AECOM developed a RTC model of the Decatur rail network. The model replicates current rail operations within the Decatur area and could be used to evaluate potential rail activity within the MIP study area.

In addition to these existing models, it is envisioned that the project team will utilize Synchro/SimTraffic to analyze current traffic operations within the MIP study area. Synchro will be used to evaluate traffic operations (level of service) at key intersections within the MIP study area. Synchro can be used to analyze isolated intersections or a series of traffic signals along a corridor, or within a defined transportation network. Input from the Synchro analysis will be used in SimTraffic to display vehicles moving through the network which will allow the project team, stakeholders, and the public the opportunity to see the impacts/benefits of potential transportation improvements. In addition, SimTraffic produces network wide measures of effectiveness which can be used to evaluate and prioritize transportation improvements within the MIP study area.

The project team will complete the following work as part of this task:

1. **Traffic Data Collection.** It is anticipated that intersection turning movement counts and 24-hour traffic counts will be needed to support the transportation planning and traffic impact analysis. The following describes the key elements, and assumptions, for each sub-task.
 - a. **24-Hour Traffic Counts.** Collecting 24-hour counts along key corridors within the MIP study area will be critical to understanding current travel patterns. It is assumed that the City, County, and/or IDOT will conduct 24-hour traffic counts within the MIP study area. The project team will work with the appropriate agencies to coordinate data collection efforts and to identify specific count locations. Ideally, the traffic counters would be placed for a full week and would record vehicle classification in 15-minute increments. This will allow the project team to understand the study area travel patterns during a typical week and will help the project team identify the peak a.m. and p.m. travel periods.

- b. **Intersection Turning Movement Counts.** The AECOM team will collect up to 12 intersection turning movement counts during the a.m. and p.m. peak hours. The a.m. and p.m. peak hours will be determined using data from the 24-hour traffic counts (described in the previous sub-task). In order to efficiently utilize the data collection time/budget, the project team proposes to collect the turning movements at each location for one hour in the a.m. peak hour, and one hour in the p.m. peak hour. In total, a maximum of 12 locations will total 24 hours of intersection turning movement data. This task also includes additional time for the project team to enter/review data in an Excel format for further analysis.
2. **Update 2040 Socioeconomic Data.** Following a review of current planning documents, and the initial round of stakeholder meetings, the project team will review the need to update the 2040 socioeconomic data. Based on the input received, the project team could refine the model data to reflect increased economic activity within the MIP study area.
3. **Run Travel Demand Model.** The project team will run the travel demand model to evaluate potential capacity improvements within the MIP study area. At a minimum, it is anticipated that the model will be used to evaluate the Beltway, Ash Avenue extension, and a Woodford Avenue extension. The model results will be analyzed and incorporated into the more detailed intersection and corridor analysis that will be performed by project team for the MIP study area. The project team will run a future year scenario that uses the current 2040 DUATS socioeconomic data, or the revised 2040 MIP data if necessary. The primary output from the regional model will be future year traffic volumes and a planning level volume-to-capacity (level of service) analysis.
4. **Run Synchro (intersection and corridor).** The project team will utilize the Synchro software to evaluate intersection level of service at key intersections within the study area. The project team will input the a.m. and p.m. peak hour intersection turning movements that will be collected as part of the MIP study. The data will be used to describe existing transportation conditions and intersection level of service. Results of the regional travel model, and input from the stakeholder meetings, will also be used to develop future year intersection turning movements. The project team will modify the intersection turning movements as needed to reflect potential improvements, or intersection geometric improvements, to key intersections, or to reflect possible new roadways, or roadway connections. Synchro will be used to present existing and future year level of service results and will also be used as an input to SimTraffic. SimTraffic will be used to display the impacts/benefits of potential improvements and will also be used to develop network wide measures of effectiveness that will be used to identify priority projects.
5. **Run RTC Model.** The project team will utilize the existing RTC model to evaluate at-grade rail crossing delays within the MIP study area. Based on the future year development plans/assumptions, the project team will develop a possible future year rail scenario. The future year rail scenario will be developed in conjunction with local officials as there are several factors that could influence a future year rail scenario (i.e., increased train length, additional trains, adjusted train schedules, etc.). The future year rail scenario will be used to help the project team determine if potential grade separations might be evaluated as part of the CIP.

6. **Analyze Model Results.** The project team will incorporate the model results into the traffic impact analysis that will be completed as part of the MIP Transportation Plan. Transportation system impacts relating to any proposed freight development, such as added truck traffic, roadway/rail crossing impacts, and added air traffic will also be analyzed. The project team will document model assumptions and results in a technical document that will be included as an appendix to the MIP Transportation Plan.

Task 03000 – Conduct Traffic Impact Analysis

The project team will conduct a traffic impact analysis that will help identify existing and future year transportation deficiencies within the MIP study area. The traffic impact analysis will also evaluate potential transportation improvements and help prioritize improvements for further evaluation as part of the MIP CIP. The project team will complete the following work as part of this task:

1. **Describe Regional Context and Development Opportunities.** The MIP Transportation Plan will detail existing and anticipated transportation conditions and suggest improvements to enhance multi-modal freight integration and development within Decatur and the general Central Illinois region. The transportation plan will build on IDOT's Freight Mobility Plan to enhance freight movement on the local, regional, and state levels and suggest ways for the Central Illinois region to capitalize on these trends. The project team will utilize available data to quantify, or address, the following:
 - Inland Port of Entry multimodal freight movements of containerized goods.
 - Domestic freight movements of containerized goods.
 - Freight movement of bulk goods.
 - Facilities to support redistribution of goods to markets in the Central United States. Examples of services offered by such facilities would include warehousing, trans-loading, cross-docking and consolidation/de-consolidation.
 - Identifying transportation connectivity enhancements relating to, regional agriculture, food products, manufacturing and energy production shipments.
 - Identify other industries whose transportation needs best align with freight offerings at the MIP to achieve volume economics.

The results of this analysis will help determine the potential future year economic development opportunities with the MIP study area. This information will be used to potentially modify the socioeconomic data for the regional travel demand model.

2. **Summarize Existing Conditions.** The project team will document current development patterns and land use within the MIP study area. Current transportation services, general travel patterns, and freight (truck and rail) movements within the MIP study area will be described. This analysis will be multi-modal and will include discussion of roadways, transit, non-motorized,

and freight (truck and rail). Existing roadway ADT's, intersection turning movements at key locations, and level of service results will be documented. Existing transit routes and bus stops that serve the MIP study area will be identified and considered in the planning process. Non-motorized facilities that intersect the MIP study area will also be identified and considered for potential impacts. Truck volumes and rail freight activity will be summarized

3. Summarize Future Year Conditions. Utilizing the model results, the project team will document future year conditions within the MIP study area. The future year conditions analysis will document development and traffic (roadways and rail) assumptions used for the evaluation. Future year level of service analysis will be conducted to determine which projects are most effective in addressing the MIP goals and objectives. Planned transit and non-motorized improvements will be identified and potential opportunities to enhance these modes (i.e., improved connectivity, improved safety, etc.) will be documented.
4. Level of Service Analysis. The project team will use Synchro (consistent with Highway Capacity Manual procedures) to identify intersection level of service (LOS) and delay results within the MIP study area. The LOS analysis will be based on the one-hour a.m. and p.m. peak intersection turning movements that will be collected by the project team. LOS results will be conducted for both existing and future year conditions. Turning movements will be adjusted accordingly to reflect potential geometric improvements at key intersections in the MIP study area. LOS results will be included in the report appendix.

Following the Synchro analysis, SimTraffic will be used to simulate realworld conditions. SimTraffic is a microscopic model used to simulate a wide variety of traffic controls. Each vehicle in the traffic system is individually tracked through the model and comprehensive operational measures of effectiveness are collected on every vehicle during each 0.1-second of the simulation. SimTraffic measures the full impact of queuing and blocking and can be used for simulation to generate reports, or simply for animation purposes. To improve accuracy, multiple SimTraffic runs will be conducted and averaged to reduce the variability in results. It is anticipated that the project team will conduct 5 model simulation runs for the MIP Transportation Plan analysis.

5. Traffic Impacts Related to Freight/Economic Development. The project team will document the potential traffic impacts related to freight and anticipated economic development within the MIP study area. The result of this analysis will be the development of various alternative transportation improvements for the region to capitalize on multi-modal freight development In Decatur and the region. As appropriate, this discussion will include best practices to ensure the recommendations support the economic vitality of the area, emphasize the preservation of the existing transportation system, enhance integration and connectivity of the transportation system, and promote efficient management and operation of the multi-modal transportation system.

Task 04000 – Document Needed Transportation Improvements

The AECOM team will utilize the results from the previous tasks to document the needed transportation improvements. This task will prioritize improvements that:

- Support the economic vitality of the area by identifying opportunities to leverage regional, national and global factors that could enhance freight development within the Decatur region.
- Emphasize the preservation of the existing transportation system through improved maintenance
- Promote efficient management and operation of the transportation hub in Decatur to best enable the region to achieve volume economics resulting from enhanced multi-modal development.
- Identify missing links to add and barriers to remove to provide an integrated system of freight transportation in Decatur offering a full range of freight transportation options.

The project team will complete the following work as part of this task:

1. Identify Conceptual Improvements. Using the results of the existing and future year scenario, the project team will identify a range of conceptual improvements to address the transportation and freight needs within the MIP study area. The conceptual improvements will be developed to address the overall goals and objectives of the MIP Transportation Plan. An initial list of potential improvements will be discussed with the City, County and other appropriate stakeholders. Additional transportation improvement concepts could be identified for analysis.
2. Evaluate Conceptual Improvements. The project team will utilize the model data, existing conditions analysis, and the future year conditions analysis to evaluate the conceptual improvements. Feedback from the stakeholder meetings will also be factored into the evaluation process. The project team will document how the individual projects address the overall MIP goals and objectives.
3. Identify Priority Needs/Projects. The project team will document the priority improvements within the MIP study area. This task is intended to identify a sufficient level of detail that can be used to guide the CIP development process. The MIP Transportation Plan will:
 - Determine number of lanes required on major corridors within the MIP study area to achieve an acceptable level of service
 - Determine the need for potential I-72 interchange improvements to achieve an acceptable level of service and enhance regional connectivity to the MIP study area
 - Determine the impacts/benefits of potential new roadway connections within the MIP study area (specifically, do the transportation infrastructure improvements support new economic development opportunities within the area)
 - Determine frequency of train blockages and the potential need for grade separated facilities in the MIP study area

Exhibit A

- Determine if provisions will be required for transit stops and non-motorized facilities
 - Determine if new traffic signals are warranted at any locations within the MIP study area
4. Additional Model Runs. In the process of identifying and evaluation conceptual improvements, it is likely that some additional model runs will be needed to verify results, or test alternative improvements. As such, the project team has included additional time to conduct follow-up model runs.
 5. Additional Level of Service Analysis. As a follow-up to additional model runs, the project team will conduct additional level of service analysis to evaluate potential impacts on the overall MIP Transportation Plan recommendations.
 6. Prepare mosaic base sheets from aerial tiles.
 7. Review and extract property information provided by the City of Decatur. Add property lines to base sheets.
 8. Add utility information to base sheets.

Task 05000 – Prepare Draft & Final Report - TP

The AECOM team will compile the transportation plan data and analysis to develop a draft and final MIP Transportation Plan. The MIP Transportation Plan will be used to as input into the CIP portion of the study. The MIP Transportation Plan report will include the following:

1. Purpose and Need
 - Summarize MIP study in context of other recent studies (DUATS 2040 LRTP, DATES , Brush College Corridor, other studies)
 - Document market trends and potential freight opportunities within the Decatur region
 - Statewide freight issues and projections (specifically, how does this impact the Decatur region)
 - MIP study area transportation opportunities
 - Roadways
 - Rail
 - Aviation
 - Other modes (Transit and Non-Motorized)
 - MIP study area Economic Development opportunities
 - Current land use
 - Planned improvements
2. Existing transportation conditions (focus on MIP study area)
 - Document current travel patterns
 - Document multi-modal/intermodal facilities within the study area (roadways, rail, transit, non-motorized)
 - Document transportation deficiencies
 - Document stakeholder needs (what are the transportation infrastructure needs)

3. Future transportation conditions (focus on MIP study area)
 - Document future year travel conditions
 - Identify potential transportation improvements/concepts
 - Develop potential future year development scenario (includes discussion of the related traffic and rail impacts associated with future year development)
4. Priority Transportation Improvements
 - Identify short-term and long-term projects that address MIP goals and objectives
 - Identify supporting strategies to implement the preferred scenario
 - Document transportation needs for further analysis in the MIP CIP.

MIP Capital Improvement Plan

The final scope for the Capital Improvement Plan (CIP) will be established after the Midwest Inland Port (MIP) Transportation Plan is completed. For the purposes of estimating manhours and fee, the following assumptions are made:

- Improvements will be made to the 27th Street corridor.
- A grade separation study will be prepared for the existing at-grade crossing of the CN track at 27th Street south of Kile Street.
- Improvements will be made to the area designated for “Future Development” south of I-72 as shown on Exhibit 1 of the Request for Statement of Qualifications and Proposals.

Task 06000 – Stakeholder Meetings – CIP

AECOM will prepare exhibits showing the proposed roadway templates, alignments, grade separation sketches, and impacts. Meetings will be conducted with the various stakeholders to discuss impacts to their operations and to make adjustments as needed. These meetings will be documented and included in the final CIP report.

Task 06500 – Public Meeting – CIP

AECOM will conduct one (1) public meeting to present the proposed capital improvements. Exhibits will be on display and staff will be available to answer questions. An open-house format will be used for the meeting. Work will include the following:

1. Schedule and secure location for the public meeting.
2. Prepare and submit advertisements for the public meeting.
3. Prepare exhibits and handouts for the public meeting.
4. Hold the public meeting.
5. Collect and summarize comments from the public meeting.

Task 07000 – Develop Needed Infrastructure Improvements

The infrastructure improvements identified in the MIP Transportation Plan will be developed in order to determine right-of-way requirements, utility impacts, preliminary environmental impacts, and to develop a preliminary cost estimate. A detailed topographic survey will not be included. Work will include the following:

1. Review transportation plan summary.
2. Develop roadway templates. Templates will include provisions for non-motorized facilities where identified in the transportation plan.
3. Perform alignment studies by plotting proposed roadway alignment on base sheets in accordance with IDOT geometric requirements. Adjust alignments to minimize impacts to utilities, right-of-way, and potentially sensitive environmental areas. Identify any areas that are designed at less than IDOT guidelines.
4. Develop preliminary quantities.
 - a. Roadway related items
 - b. Right-of-Way/Easements

Task 07500 – Develop Infrastructure Improvements for Additional Locations

This task will include the development of infrastructure improvements for additional areas identified in the MIP Transportation Plan. Tasks will be similar to those identified under Task 07000.

Task 08000 – Pavement Analysis

A pavement analysis will be performed. Information obtained during the transportation study phase will be used to perform the following tasks:

1. Identify possible routes for vehicles exceeding current allowable load limits.
2. Prepare program level cost estimates for identified pavement improvements.

Task 09000 – Grade Separation Analysis

The need for any grade separations will be determined as part of the Transportation Study where the frequency of conflicts between trains and motorists will be evaluated. One potential location for a grade separation structure would be the current at-grade crossing of the two Canadian National (CN) Railway tracks at 27th Street near the Midwest Inland Port. It will be assumed that a grade separation study will be prepared for this location.

Due to the vertical clearance requirements for an overpass, normally the length to roadway touchdown would be longer for an overpass than an underpass. However, the construction of an underpass would have a greater impact on railroad operations. The existing drainage ditch running along the south side of the CN tracks may also present a problem for the construction of an underpass. There are several

entrances to various facilities near the crossing and maintaining access will be a challenge for either an overpass or an underpass. Frontage roads may be necessary in order to access these facilities from 27th Street at a point further away from the grade separation. Touchdown of an overpass or an underpass must occur before E. Parkway Drive to the south and Kile Street to the north in order to avoid any re-work of those intersections with 27th Street.

It is assumed that funds are not available from this study for the City of Decatur to enter into an agreement with the Canadian National Railway so that the railroad can review and approve any preliminary plans for a grade separation. It is also assumed that funds will not be available to obtain soil borings at the crossing and preliminary concepts will be developed without geotechnical information, a detailed survey, or a Structure Geotechnical Report (SGR).

Preparation of a grade separation study will include the following tasks:

1. Establish roadway template for the grade separation.
2. Establish the span configuration for an underpass.
3. Determine the depth of superstructure for an underpass. (Railroad bridge)
4. Develop the roadway profile for an underpass with a minimum vertical clearance of 14'-9".
5. Evaluate options for retaining wall and abutment type for the underpass.
6. Evaluate construction options for an underpass. Railroad review is not anticipated as a part of this study.
7. Evaluate options for drainage of the underpass.
8. Evaluate impacts of an underpass to businesses and side street access.
9. Develop preliminary quantities for an underpass.
10. Develop preliminary cost estimate for an underpass.
11. Establish span configuration for an overpass.
12. Determine the depth of superstructure for an overpass. (Highway bridge)
13. Develop the roadway profile for an overpass with a minimum vertical clearance of 23'-0" over the tracks.
14. Evaluate options for retaining wall and abutment type for the overpass.
15. Evaluate construction options for an overpass. Railroad review is not anticipated as a part of this study.
16. Evaluate impacts of an overpass to businesses and side street access.
17. Develop preliminary quantities for an overpass.
18. Develop preliminary cost estimate for an overpass.

Task 10000 – Sanitary Sewer Improvements

The need for sanitary sewer improvements for future developments will be evaluated. Information obtained during the transportation study phase will be used to perform the following:

Exhibit A

1. Identify areas where sanitary sewer service may not be feasible or is cost prohibitive.
2. Prepare program level cost estimates to provide sanitary sewer service to unserved areas.

Task 11000 – Storm Water Drainage Analysis

A storm water drainage analysis will be performed. Information obtained during the transportation study phase will be used to perform the following:

1. Explore the potential for creating regional storm water detention facilities to serve multiple developments.
2. Prepare program level cost estimates to construct identified improvements.

Task 12000 – Identify Potential Funding Sources

A program funding analysis will include the following tasks:

1. Prioritize and schedule a series of useable segments over a defined time period.
2. Identify potential funding sources and strategies for state, federal, local and private funding.
3. Create a brochure that articulates a potential method of funding the Capital Program

Task 12500 – Prepare Draft and Final Report – CIP

A report will be prepared for submittal to the City of Decatur that will summarize the Capital Improvement Plan. The report will not include all of the environmental studies that would be necessary to process as a Categorical Exclusion (CE) and prepare a Project Development Report for submittal to IDOT. The report will include sections that may eventually be used in a Project Development Report.

The report will include the following:

1. Description and location of the project.
2. Description of the existing facility.
 - a. Traffic Data
 - b. Existing structures
 - c. Existing railroads
 - d. Existing utilities
3. Description of existing typical sections at each end of the proposed improvement.
4. Description of proposed improvement.
 - a. Purpose and need
 - b. Design guidelines
 - c. Functional classification
 - d. Regulatory or posted speed limit
 - e. Work to be accomplished by proposed improvement
 - f. Items affecting improvement (hazardous mailbox supports, parking, truck restrictions, mail delivery)

Exhibit A

- g. Identify each aspect to be constructed at less than design guidelines
 - h. Right-of-way required
 - i. Impacts to utilities and utility requirements
 - j. Determine area of any prime farmland impacted
 - k. Provide preliminary estimated cost of proposed capital improvements
 - l. Provide appropriate exhibits showing proposed roadway sections, aerials with proposed improvements, and grade separation sketches
5. Summary of stakeholder meetings and correspondence.
 6. Summary of public meeting comments.
 7. Submit draft report to City of Decatur for review.
 8. Incorporate comments and submit final report to the City of Decatur.

Task 13000 – Project Management

The following tasks will be performed as part of the project management for the project:

1. Prepare Work Authorization Form (WAF) based on approved manhours and tasks.
2. Prepare project tracking spreadsheets.
3. Prepare Project Execution Plan (PXP).
4. Prepare for and conduct the project kickoff meeting.
5. Prepare monthly invoices, progress report and updates to graph showing actual expenditures relative to budgeted.
6. Prepare quarterly reports for DCEO.
7. Attend progress meetings with the City of Decatur. Assume meetings will be held every other month.
8. Document all project communication, coordination, transmittals and submittals, and maintain in the project file.
9. Schedule staff assignments, monitor budgets and manage development of deliverables and timeline.
10. Conduct weekly internal staff and team meetings.

Task 13500 – QA-QC

The following key tasks will be performed as part of the AECOM Quality Management System:

1. Prior to making submittals, independent technical reviews (QA reviews) will be made of deliverables.
2. Disposition of all review comments from internal QA and QC reviews and review comments on submittals from outside parties will be filed and stored in a centralized project QA/QC file.

Exhibit A

**Midwest Inland Port Transportation Plan & Capital Improvements Plan
Summary - Engineering Manhour & Fee Estimate**



Transportation Plan							
Task No.	Description	Manhours	Labor	Direct	Subs	Total	%
01000	Stakeholder Meetings - TP	150.0	\$27,504.32	\$80.64	\$0.00	\$27,584.96	11.93%
01500	Data Collection - TP	54.0	\$6,210.19	\$0.00	\$7,500.00	\$13,710.19	5.93%
02000	Regional Models	404.0	\$52,279.75	\$107.52	\$0.00	\$52,387.27	22.66%
03000	Conduct Traffic Impact Analysis	354.0	\$47,160.06	\$179.20	\$0.00	\$47,339.26	20.47%
04000	Document Needed Transportation Imp.	316.0	\$43,145.56	\$0.00	\$0.00	\$43,145.56	18.66%
05000	Prepare Draft & Final Report - TP	294.0	\$34,751.73	\$419.03	\$0.00	\$35,170.76	15.21%
13000	Project Management	57.5	\$10,208.80	\$99.68	\$0.00	\$10,308.48	4.46%
13500	QA-QC	8.0	\$1,578.53	\$0.00	\$0.00	\$1,578.53	0.68%
Subtotal		1637.5	\$222,838.93	\$886.07	\$7,500.00	\$231,225.00	100.00%
Capital Improvement Plan							
Task No.	Description	Manhours	Labor	Direct	Subs	Total	%
06000	Stakeholder Meetings - CIP	59.0	\$8,931.84	\$16.80	\$0.00	\$8,948.64	4.50%
06500	Public Meeting - CIP	104.0	\$14,479.05	\$1,117.56	\$0.00	\$15,596.61	7.85%
07000	Develop Needed Infrastructure Imp.	154.5	\$15,761.82	\$0.00	\$0.00	\$15,761.82	7.93%
07500	Development for Additional Locations	TBD	TBD	TBD	\$0.00	\$30,000.00	15.09%
08000	Pavement Analysis	2.0	\$373.58	\$0.00	\$17,500.00	\$17,873.58	8.99%
09000	Grade Separation Analysis	254.0	\$32,228.28	\$0.00	\$0.00	\$32,228.28	16.21%
10000	Sanitary Sewer Improvements	2.0	\$373.58	\$0.00	\$15,000.00	\$15,373.58	7.73%
11000	Storm Water Drainage Analysis	4.0	\$747.17	\$0.00	\$32,000.00	\$32,747.17	16.47%
12000	Identify Potential Funding Sources	1.0	\$186.79	\$0.00	\$5,000.00	\$5,186.79	2.61%
12500	Prepare Draft & Final Report - CIP	101.5	\$13,121.51	\$50.00	\$0.00	\$13,171.51	6.63%
13000	Project Management	57.5	\$10,208.80	\$99.68	\$0.00	\$10,308.48	5.19%
13500	QA-QC	8.0	\$1,578.53	\$0.00	\$0.00	\$1,578.53	0.79%
Subtotal		747.5	\$97,990.96	\$1,284.04	\$69,500.00	\$198,775.00	100.00%
Totals		2,385.0	\$320,829.90	\$2,170.11	\$77,000.00	\$430,000.01	

Task	Project Manager	Deputy PM - CIP	Sr. Rail Engineer	EIT Modeler	Sr. Civil Engineer	Civil Eng. 1	Civil Eng. 2	Civil Eng. 3	Tech	Admin	Deputy PM-TP	MH Totals	Avg Rate	Raw Labor	Factored Labor
Stakeholder Meetings (01000)															
Issues identification	24.0	32.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	59.0	\$69.04	\$4,073.64	\$11,163.81
Review analysis / conceptual improvements	24.0	32.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	59.0	\$69.04	\$4,073.64	\$11,163.81
Prepare stakeholder meeting minutes	0.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.0	\$68.16	\$817.92	\$2,241.51
Prepare documents for meetings	0.0	12.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	0.0	20.0	\$53.55	\$1,071.04	\$2,935.19
Total This Task	48.0	88.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	6.0	150.0	\$66.91	\$10,036.24	\$27,504.32
Data Collection (01500)															
Collect utility information	0.0	12.0	0.0	0.0	0.0	0.0	32.0	0.0	0.0	0.0	0.0	44.0	\$43.67	\$1,921.28	\$5,265.27
Identify pavement deficiencies	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0.00	\$0.00
Obtain/Load digital aerial mapping	0.0	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	4.0	\$34.48	\$137.92	\$377.97
Review/extract property information	0.0	0.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	6.0	\$34.48	\$206.88	\$566.95
Total This Task	0.0	12.0	0.0	0.0	0.0	0.0	42.0	0.0	0.0	0.0	0.0	54.0	\$41.96	\$2,266.08	\$6,210.19
Regional Models (02000)															
Traffic Data Collection	0.0	0.0	0.0	0.0	0.0	36.0	0.0	0.0	36.0	0.0	6.0	78.0	\$27.39	\$2,136.24	\$5,854.37
Update 2040 Socioeconomic Data	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	8.0	16.0	\$43.24	\$691.84	\$1,895.99
Run Travel Demand Model	0.0	0.0	0.0	48.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	60.0	\$33.26	\$1,995.60	\$5,468.94
Run Synchro (intersection and corridor)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	100.0	0.0	0.0	0.0	100.0	\$43.68	\$4,368.00	\$11,970.50
Run RTC Model	0.0	0.0	60.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	60.0	\$85.00	\$5,100.00	\$13,976.55
Analyze Model Results	4.0	8.0	4.0	0.0	0.0	0.0	0.0	40.0	0.0	0.0	34.0	90.0	\$53.17	\$4,785.04	\$13,113.40
Total This Task	4.0	8.0	64.0	48.0	12.0	44.0	0.0	140.0	36.0	0.0	48.0	404.0	\$47.22	\$19,076.72	\$52,279.75
Traffic Impact Analysis (03000)															
Describe Regional Context/Freight Movement	0.0	0.0	0.0	0.0	80.0	0.0	0.0	0.0	0.0	0.0	4.0	84.0	\$51.66	\$4,339.36	\$11,892.02
Summarize Existing Conditions	4.0	4.0	0.0	0.0	0.0	18.0	0.0	24.0	0.0	0.0	32.0	82.0	\$47.97	\$3,933.36	\$10,779.37
Summarize Future Year Conditions	4.0	4.0	0.0	0.0	0.0	18.0	0.0	24.0	0.0	0.0	32.0	82.0	\$47.97	\$3,933.36	\$10,779.37
Level of Service Analysis	0.0	0.0	0.0	0.0	0.0	30.0	0.0	20.0	0.0	0.0	8.0	58.0	\$38.99	\$2,261.52	\$6,197.70
Traffic Impacts Related to Freight/Econ Develop	4.0	4.0	4.0	0.0	0.0	0.0	0.0	12.0	0.0	0.0	24.0	48.0	\$57.10	\$2,740.96	\$7,511.60
Total This Task	12.0	12.0	4.0	0.0	80.0	66.0	0.0	80.0	0.0	0.0	100.0	354.0	\$48.61	\$17,208.56	\$47,160.06
Document Needed Improvements (04000)															
Identify/Screen Conceptual Improvements	8.0	8.0	2.0	0.0	0.0	4.0	0.0	24.0	0.0	0.0	24.0	70.0	\$54.03	\$3,782.32	\$10,365.45
Evaluate Conceptual Improvements	6.0	8.0	2.0	0.0	0.0	4.0	0.0	24.0	0.0	0.0	24.0	68.0	\$53.50	\$3,638.32	\$9,970.82
Identify Priority Needs/Projects	6.0	4.0	0.0	0.0	0.0	8.0	0.0	20.0	0.0	0.0	40.0	78.0	\$51.60	\$4,024.96	\$11,030.40
Additional Model Runs	0.0	0.0	8.0	4.0	0.0	0.0	0.0	12.0	0.0	0.0	8.0	32.0	\$54.93	\$1,757.68	\$4,816.92
Additional Level of Service Analysis	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	6.0	14.0	\$48.46	\$678.48	\$1,859.37
Prepare mosaic base sheets from aerials	0.0	0.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	8.0	\$34.48	\$275.84	\$755.94
Add property lines to base sheets	0.0	0.0	0.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	20.0	\$34.48	\$689.60	\$1,889.85
Add utility information to base sheets	0.0	0.0	0.0	0.0	0.0	0.0	26.0	0.0	0.0	0.0	0.0	26.0	\$34.48	\$896.48	\$2,456.80
Total This Task	20.0	20.0	12.0	4.0	0.0	16.0	54.0	88.0	0.0	0.0	102.0	316.0	\$49.82	\$15,743.68	\$43,145.56
Prepare Draft & Final Report - TP (05000)															
Prepare and submit draft report	8.0	8.0	0.0	0.0	0.0	8.0	0.0	4.0	0.0	12.0	50.0	90.0	\$51.15	\$4,603.12	\$12,614.85
Review and incorporate comments/edits	4.0	4.0	0.0	0.0	0.0	4.0	0.0	2.0	0.0	0.0	15.0	29.0	\$55.07	\$1,597.16	\$4,377.02
Prepare and submit final report	8.0	8.0	0.0	0.0	0.0	8.0	0.0	4.0	0.0	12.0	15.0	55.0	\$48.79	\$2,683.72	\$7,354.73
GIS/Graphics	0.0	0.0	0.0	0.0	0.0	120.0	0.0	0.0	0.0	0.0	0.0	120.0	\$31.64	\$3,796.80	\$10,405.13
Total This Task	20.0	20.0	0.0	0.0	0.0	140.0	0.0	10.0	0.0	24.0	80.0	294.0	\$43.13	\$12,680.80	\$34,751.73
Totals	104.0	148.0	80.0	52.0	92.0	274.0	54.0	318.0	36.0	24.0	336.0	1518.0	\$49.24	\$74,746.00	\$204,841.41
Rate	\$72.00	\$68.16	\$85.00	\$28.70	\$51.50	\$31.64	\$34.48	\$43.68	\$18.56	\$26.00	\$54.84				
Raw Labor Cost	\$7,488.00	\$10,087.68	\$6,800.00	\$1,492.40	\$4,738.00	\$8,669.36	\$1,861.92	\$13,890.24	\$668.16	\$624.00	\$18,426.24			\$74,746.00	\$204,841.41
	Project Manager	Deputy PM - CIP	Sr. Rail Engineer	EIT Modeler	Sr. Civil Engineer	Civil Eng. 1	Civil Eng. 2	Civil Eng. 3	Tech	Admin	Deputy PM-TP	MH Totals	Avg Rate	Raw Labor	Factored Labor



Labor Multiplier = 2.70

Cost Escalation:

- (1) Assume 1/2 of work will be performed in 2015 and 1/2 in 2016
- (2) Assume 3% pay increase
- (3) Escalation Factor = $(0.5)(1.0 + 1.03) = 1.015$

Overall Labor Multiplier = 2.70 x 1.015 = 2.7405

Task	Project Manager	Deputy PM	Sr. Struct Engineer	Struct Engineer	Rdwy Engineer	Civil Eng. 1	Civil Eng. 2	Tech	Admin	Deputy PM - TP	MH Totals	Avg Rate	Raw Labor	Factored Labor
Stakeholder Meetings - CIP (06000)														
Develop exhibits for stakeholder meetings - CIP	0.0	2.0	0.0	0.0	0.0	0.0	24.0	0.0	0.0	0.0	26.0	\$37.07	\$963.84	\$2,641.40
Stakeholder meetings - present CIP	12.0	12.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	24.0	\$70.08	\$1,681.92	\$4,609.30
Prepare stakeholder meeting minutes - CIP	0.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	\$68.16	\$340.80	\$933.96
Document other stakeholder correspondence	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	\$68.16	\$272.64	\$747.17
Total This Task	12.0	23.0	0.0	0.0	0.0	0.0	24.0	0.0	0.0	0.0	59.0	\$55.24	\$3,259.20	\$8,931.84
Public Meeting - CIP (06500)														
Schedule and secure location for meeting	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	\$68.16	\$136.32	\$373.58
Prepare and submit meeting notices	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	\$68.16	\$272.64	\$747.17
Prepare exhibits and handouts for meeting	2.0	24.0	0.0	0.0	0.0	40.0	0.0	0.0	0.0	0.0	66.0	\$46.75	\$3,085.44	\$8,455.65
Hold public meeting	6.0	6.0	0.0	0.0	0.0	6.0	6.0	0.0	0.0	0.0	24.0	\$51.82	\$1,243.68	\$3,408.31
Collect and summarize meeting comments	0.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$68.16	\$545.28	\$1,494.34
Total This Task	8.0	44.0	0.0	0.0	0.0	46.0	6.0	0.0	0.0	0.0	104.0	\$50.80	\$5,283.36	\$14,479.05
Develop Needed Improvements (07000)														
Review Transportation Plan Summary	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	\$68.16	\$68.16	\$186.79
Develop roadway template - 27th Street	0.0	1.0	0.0	0.0	0.0	0.0	8.0	0.0	0.0	0.0	9.0	\$38.22	\$344.00	\$942.73
Develop roadway template - Ash Ave	0.0	1.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	7.0	\$39.29	\$275.04	\$753.75
Develop roadway template - Woodford St.	0.0	1.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	7.0	\$39.29	\$275.04	\$753.75
Perform alignment studies - 27th Street	2.0	4.5	0.0	0.0	42.0	0.0	0.0	0.0	0.0	0.0	48.5	\$39.60	\$1,920.72	\$5,263.73
Perform alignment studies - Ash Extension	1.0	0.0	0.0	0.0	18.0	0.0	0.0	0.0	0.0	0.0	19.0	\$36.95	\$702.00	\$1,923.83
Perform alignment studies - Woodford Extension	1.0	0.0	0.0	0.0	18.0	0.0	0.0	0.0	0.0	0.0	19.0	\$36.95	\$702.00	\$1,923.83
Develop preliminary quantities	0.0	0.0	0.0	0.0	12.0	32.0	0.0	0.0	0.0	0.0	44.0	\$33.28	\$1,464.48	\$4,013.41
Total This Task	4.0	8.5	0.0	0.0	90.0	32.0	20.0	0.0	0.0	0.0	154.5	\$37.23	\$5,751.44	\$15,761.82
Development - Additional Locations (07500)														
Develop roadway templates	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0.00	\$0.00
Collect utility information	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0.00	\$0.00
Obtain/Load digital aerial mapping	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0.00	\$0.00
Prepare mosaic base sheets from aerials	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0.00	\$0.00
Review/extract property information	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0.00	\$0.00
Add property lines to base sheets	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0.00	\$0.00
Add utility information to base sheets	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0.00	\$0.00
Perform alignment studies	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0.00	\$0.00
Develop preliminary quantities	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0.00	\$0.00
	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0.00	\$0.00
Total This Task	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		\$0.00	\$30,000.00
Pavement Analysis (08000)														
Review Pavment Analysis	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	\$68.16	\$136.32	\$373.58
Total This Task	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	\$68.16	\$136.32	\$373.58

Task	Project Manager	Deputy PM	Sr. Struct Engineer	Struct Engineer	Rdwy Engineer	Civil Eng. 1	Civil Eng. 2	Tech	Admin	Deputy PM - TP	MH Totals	Avg Rate	Raw Labor	Factored Labor
Grade Separation Analysis (09000)														
Establish roadway template for grade separation	0.0	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	4.0	\$51.32	\$205.28	\$562.57
Establish span configuration for underpass	0.0	0.0	4.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	6.0	\$61.59	\$369.52	\$1,012.67
Determine superstructure depth for underpass	0.0	0.0	2.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	\$61.59	\$184.76	\$506.33
Develop roadway profile for underpass	0.0	0.0	2.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	18.0	\$38.22	\$688.00	\$1,885.46
Evaluate retaining wall/abutment options - UP	0.0	0.0	8.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	11.0	\$62.78	\$690.60	\$1,892.59
Evaluate construction options for underpass	0.0	0.0	12.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0	\$64.22	\$963.24	\$2,639.76
Evaluate options for draining underpass	0.0	0.0	2.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	8.0	\$42.90	\$343.20	\$940.54
Evaluate impacts of UP to business access	0.0	0.0	12.0	0.0	0.0	0.0	24.0	0.0	0.0	0.0	36.0	\$45.71	\$1,645.44	\$4,509.33
Develop preliminary quantities for underpass	0.0	0.0	3.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	19.0	\$38.25	\$726.72	\$1,991.58
Develop preliminary cost estimate for underpass	0.0	0.0	2.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	18.0	\$36.59	\$658.56	\$1,804.78
Establish span configuration for overpass	0.0	0.0	4.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	\$64.22	\$321.08	\$879.92
Determine superstructure depth for overpass	0.0	0.0	2.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	3.0	\$61.59	\$184.76	\$506.33
Develop roadway profile for overpass	0.0	0.0	2.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	18.0	\$38.22	\$688.00	\$1,885.46
Evaluate retaining wall/abutment options - OP	0.0	0.0	6.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0	\$65.34	\$457.40	\$1,253.50
Evaluate construction options for overpass	0.0	0.0	6.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	\$60.27	\$602.72	\$1,651.75
Evaluate impacts of OP to business access	0.0	0.0	12.0	0.0	0.0	0.0	24.0	0.0	0.0	0.0	36.0	\$45.71	\$1,645.44	\$4,509.33
Develop preliminary quantities for overpass	0.0	0.0	3.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	19.0	\$38.25	\$726.72	\$1,991.58
Develop preliminary cost estimate for overpass	0.0	0.0	2.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0	18.0	\$36.59	\$658.56	\$1,804.78
Total This Task	0.0	0.0	86.0	16.0	0.0	64.0	88.0	0.0	0.0	0.0	254.0	\$46.30	\$11,760.00	\$32,228.28
Sanitary Sewer Improvements (10000)														
Review Sanitary Sewer Improvements	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	\$68.16	\$136.32	\$373.58
Total This Task	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	\$68.16	\$136.32	\$373.58
Storm Water Drainage Analysis (11000)														
Review Storm Water Drainage Analysis	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	\$68.16	\$272.64	\$747.17
Total This Task	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	\$68.16	\$272.64	\$747.17
Identify Potential Funding Sources (12000)														
Review Potential Funding Sources	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	\$68.16	\$68.16	\$186.79
Total This Task	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	\$68.16	\$68.16	\$186.79
Prepare Draft & Final Report - CIP (12500)														
Description and location of project	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	1.0	\$32.64	\$32.64	\$89.45
Description of existing facility	0.0	0.0	0.0	0.0	0.0	1.5	0.0	0.0	0.0	0.0	1.5	\$32.64	\$48.96	\$134.17
Description of adjacent typical sections	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	1.0	\$32.64	\$32.64	\$89.45
Description of proposed improvement	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	#DIV/0!	\$0.00	\$0.00
Purpose and need	0.0	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.0	\$68.16	\$68.16	\$186.79
Design guidelines	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	1.0	\$32.64	\$32.64	\$89.45
Functional classification	0.0	0.0	0.0	0.0	0.0	0.5	0.0	0.0	0.0	0.0	0.5	\$32.64	\$16.32	\$44.72
Regulatory or posted speed limit	0.0	0.0	0.0	0.0	0.0	0.5	0.0	0.0	0.0	0.0	0.5	\$32.64	\$16.32	\$44.72
Work to be accomplished	0.0	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	4.0	\$32.64	\$130.56	\$357.80
Items affecting improvement	0.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	3.0	\$32.64	\$97.92	\$268.35
Design variances	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	2.0	\$32.64	\$65.28	\$178.90
Right-of-way requirements	0.0	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	1.0	\$32.64	\$32.64	\$89.45
Impacts to utilities and utility requirements	0.0	0.0	0.0	0.0	0.0	3.0	0.0	0.0	0.0	0.0	3.0	\$32.64	\$97.92	\$268.35
Prime farmland impacts	0.0	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	2.0	\$32.64	\$65.28	\$178.90
Preliminary cost estimate	0.0	2.0	0.0	0.0	0.0	24.0	0.0	0.0	0.0	0.0	26.0	\$35.37	\$919.68	\$2,520.38



Task	Project Manager	Deputy PM	Sr. Struct Engineer	Struct Engineer	Rdwy Engineer	Civil Eng. 1	Civil Eng. 2	Tech	Admin	Deputy PM - TP	MH Totals	Avg Rate	Raw Labor	Factored Labor
Prepare Draft & Final Report - CIP (12500)														
Prepare report exhibits	0.0	24.0	0.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	30.0	\$61.42	\$1,842.72	\$5,049.97
Summary of stakeholder meetings	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	\$68.16	\$136.32	\$373.58
Summary of public meeting	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	\$68.16	\$136.32	\$373.58
Review draft report	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	\$72.00	\$144.00	\$394.63
Submit draft report	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	4.0	\$50.40	\$201.60	\$552.48
Incorporate review comments	0.0	4.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	0.0	10.0	\$46.85	\$468.48	\$1,283.87
Submit final report	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	4.0	\$50.40	\$201.60	\$552.48
Total This Task	2.0	39.0	0.0	0.0	0.0	54.5	6.0	0.0	0.0	0.0	101.5	\$47.17	\$4,788.00	\$13,121.51
Project Management (13000)														
Prepare Work Authorization Form (WAF)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	2.0	0.0	2.0	\$26.00	\$52.00	\$142.51
Prepare project tracking spreadsheets	0.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	4.0	\$68.16	\$272.64	\$747.17
Prepare Project Execution Plan (PXP)	1.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	\$68.93	\$344.64	\$944.49
Prepare/conduct project kickoff meeting	2.0	2.0	0.0	0.0	2.0	2.0	0.0	0.0	0.0	2.0	10.0	\$52.53	\$525.28	\$1,439.53
Prepare monthly invoices & progress reports (2)	6.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	30.0	\$68.93	\$2,067.84	\$5,666.92
Attend progress meetings with City (3)	12.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	26.0	\$65.83	\$1,711.68	\$4,690.86
Project Coordination/Management (4)	12.0	6.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	18.0	\$70.72	\$1,272.96	\$3,488.55
Conduct internal staff and team meetings	8.0	4.0	0.0	0.0	2.0	2.0	0.0	0.0	0.0	4.0	20.0	\$60.16	\$1,203.28	\$3,297.59
Total This Task	41.0	50.0	0.0	0.0	4.0	4.0	0.0	0.0	2.0	14.0	115.0	\$64.79	\$7,450.32	\$20,417.60
QA - QC (13500)														
ITR - Transportation Study Report	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$72.00	\$576.00	\$1,578.53
ITR - Capital Improvement Plan Report	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	8.0	\$72.00	\$576.00	\$1,578.53
Total This Task	16.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	16.0	\$72.00	\$1,152.00	\$3,157.06
Totals	83.0	173.5	86.0	16.0	94.0	200.5	144.0	0.0	2.0	14.0	813.0	\$49.27	\$40,057.76	\$109,778.29
Rate	\$72.00	\$68.16	\$68.16	\$48.44	\$35.00	\$32.64	\$34.48	\$35.36	\$26.00	\$54.84				
Raw Labor Cost	\$5,976.00	\$11,825.76	\$5,861.76	\$775.04	\$3,290.00	\$6,544.32	\$4,965.12	\$0.00	\$52.00	\$767.76			\$40,057.76	\$109,778.29
	Project Manager	Deputy PM	Sr. Struct Engineer	Struct Engineer	Rdwy Engineer	Civil Eng. 1	Civil Eng. 2	Tech	Admin	Deputy PM - TP	MH Totals	Avg Rate	Raw Labor	Factored Labor

Labor Multiplier = 2.70

Cost Escalation:

- (1) Assume 1/2 of work will be performed in 2015 and 1/2 in 2016
- (2) Assume 3% pay increase
- (3) Escalation Factor = (0.5)(1.0 + 1.03) = 1.015

Overall Labor Multiplier = 2.70 x 1.015 = 2.7405



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)

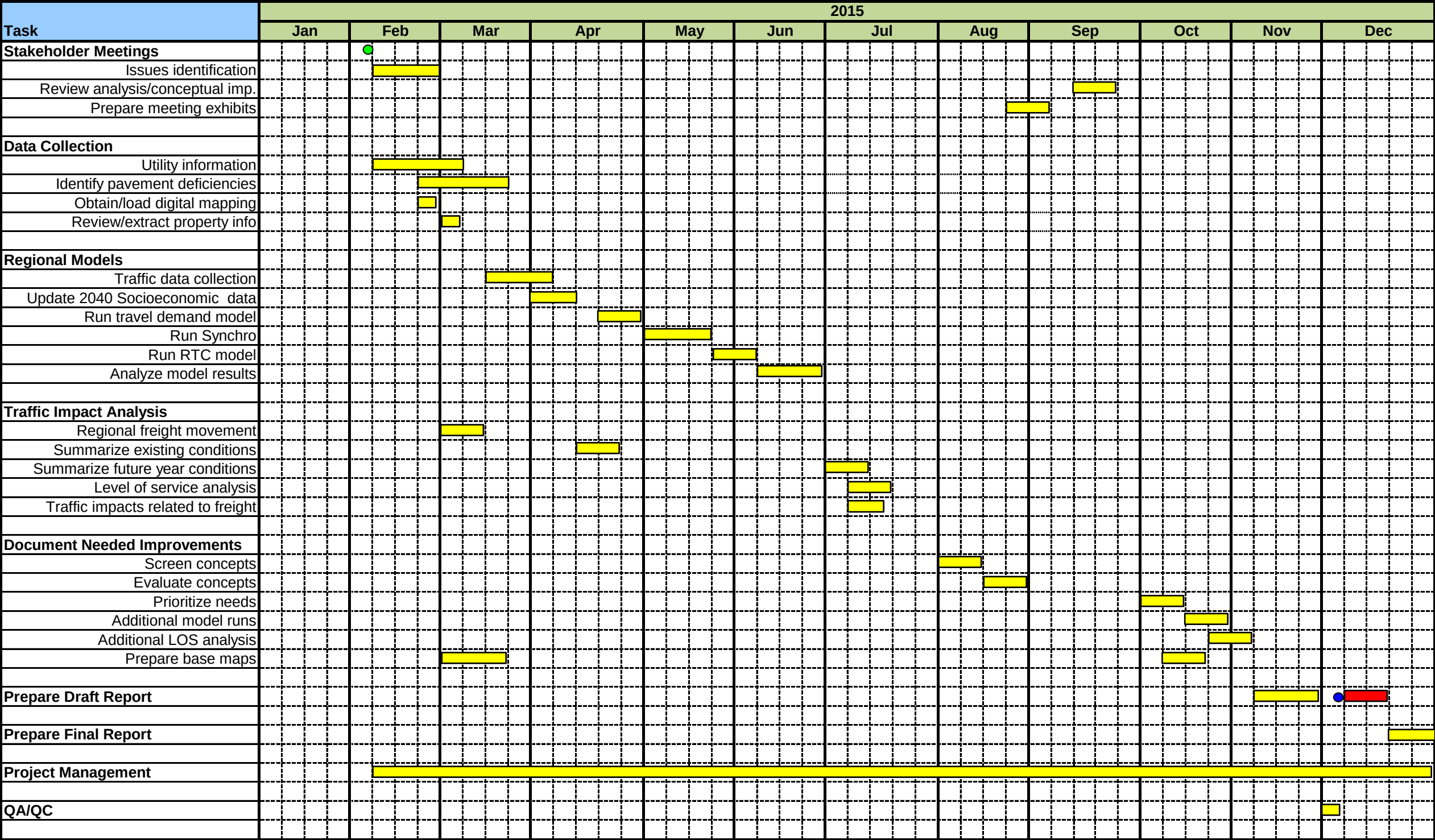
(Title)

Dated this _____ day of _____, 20____.

Exhibit C

City of Decatur
Midwest Inland Port Transportation Plan & Capital Improvement Plan

Proposed Project Timeline

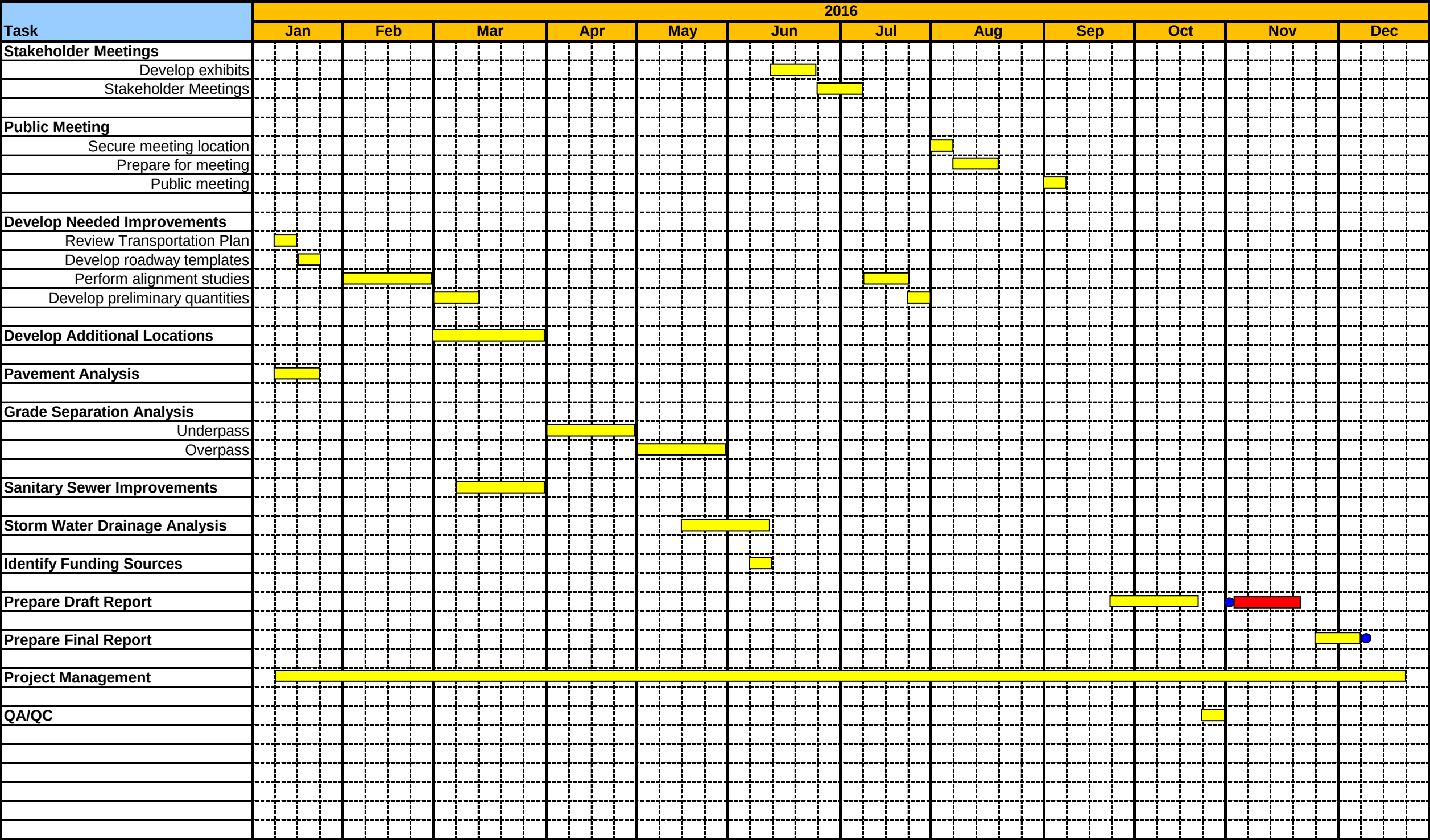


- Notice to Proceed
- IDOT / City Review
- Submittal

Exhibit C

City of Decatur
Midwest Inland Port Transportation Plan & Capital Improvement Plan

Proposed Project Timeline



- Notice to Proceed
- IDOT / City Review
- Submittal



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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date

Replace with Insurance Certificate(s)

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF Illinois _____)
) ss.
 COUNTY OF Macon _____)

SECTION I. BUSINESS STATUS STATEMENT

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

A. _____ URS Corporation _____ (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 _____.

B. CORPORATION

The State of Incorporation is ___ Nevada _____

Registered Agent of Corporation in Illinois: John Schwalbach _____ Name 345 E. Ash Avenue Suite B _____ Address Decatur, IL. 62526 City, State, Zip	Business Information (If Different from Above): 600 Montgomery Street, 26th Floor _____ Company Address, Principal Office San Francisco, CA 94111- 2728 _____ City, State, Zip 415 774 2700 _____ Telephone _____ Facsimile _____
--	--

Telephone	Website
	www.urscorp.com

The corporate officers are as follows:

President: _____

Vice President: _____ John Schwalbach _____

Secretary: _____

C. PARTNERSHIP OR LLC

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

_____	_____
Name	Home Address & Telephone

_____	_____
Name	Home Address & Telephone

_____	_____
Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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



CONSULTING ENGINEER

John Schwalbach

Signature

John Schwalbach

Printed Name

Vice President

Title

SUBSCRIBED and SWORN to before me this 13th day of January, 20 15.

Karen M. Zilz

Notary Public

Exhibit H DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name: Midwest Inland Port Transportation Study		
Consulting Engineer: URS		
Classification	Minimum	Maximum
Principal	70.00	77.00
Project Manager	45.00	72.00
Structural Engineer	33.00	72.00
Senior Engineer	43.00	52.00
Engineer	30.00	43.00
Senior Technician	36.00	42.00
Technician	30.00	36.00
Professional Land Surveyor	27.00	37.00
Construction Inspector	18.00	36.00
Structural Engineer	33.00	72.00
Clerical	18.00	24.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:

(Consulting Engineer Name & Address)

City Project No.:

Invoice Date:

Invoice Number:

Invoice Period From:

To:

Agreement/C.O.

Date Approved

Council Bill

Upper Limit

Original Contract

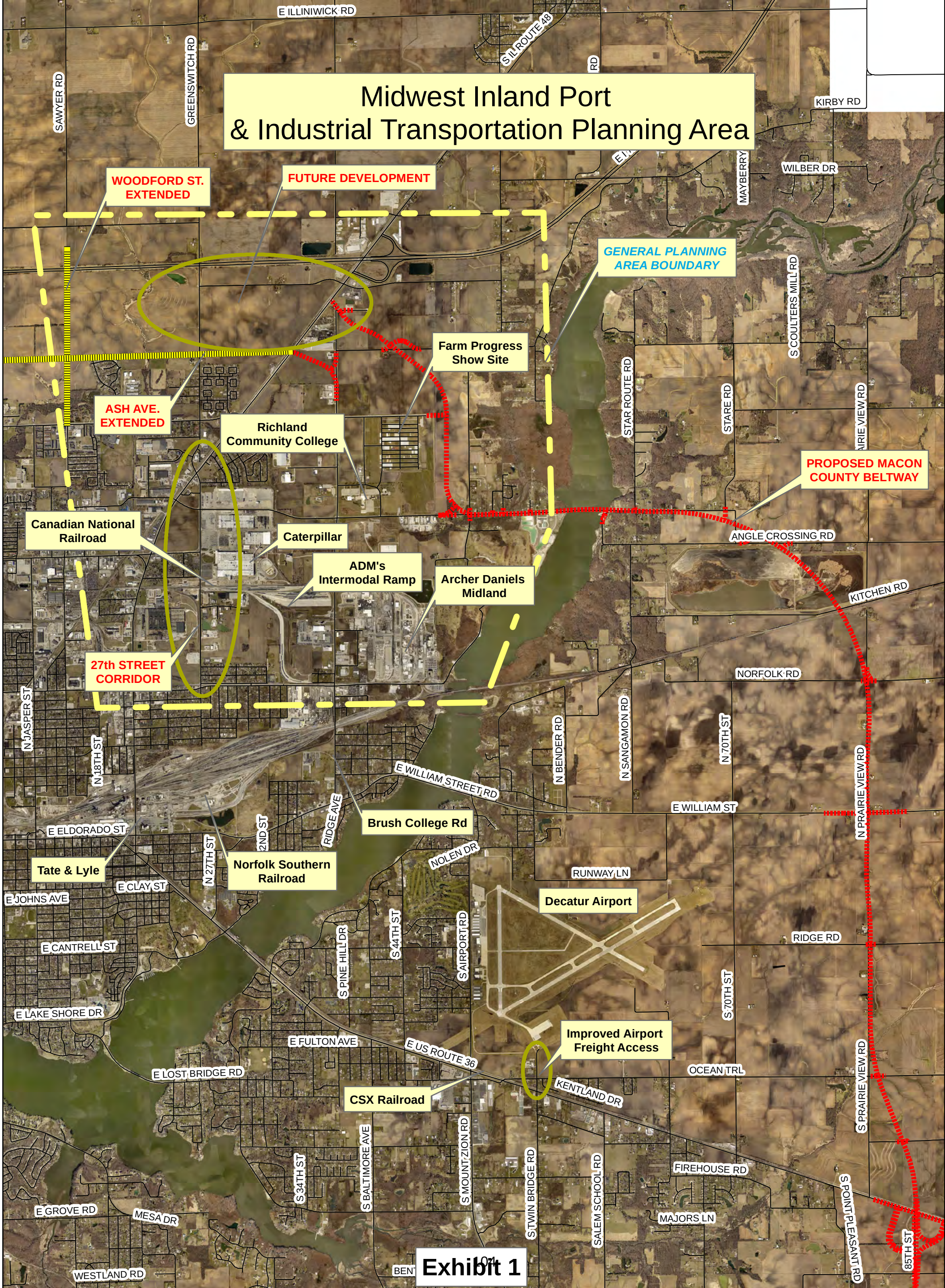
\$

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

Consulting Engineer's
Signature:

Title:

Midwest Inland Port & Industrial Transportation Planning Area



**DEPARTMENT OF FINANCIAL MANAGEMENT
RISK MANAGEMENT DIVISION
MEMORANDUM NO. 2015-03**

DATE: January 28, 2015

TO: Honorable Mayor Michael T. McElroy and City Council

FROM: Gregg Zientara, Interim City Manager
Scott Clark, Risk Manager

SUBJECT: GROUP BENEFIT BROKER SELECTION

SUMMARY RECOMMENDATION: Staff recommends that City Council approve Gallagher Benefit Services as the broker for City's group benefits including, group health, group life, dental and vision for a period of five (5) years covering the period of 01/01/2016 through 12/31/2020.

BACKGROUND: In December 2010 the City Council awarded to Behnke & Company and Blue Cross Blue Shield of Illinois the contract to administer the City's group health program. That contract expires 12/31/2015. Also, in late 2010 A. J. Gallagher purchased Behnke & Company. Gallagher with the acquisition of Behnke provides to the City in the form of Gallagher Benefit Services the unique opportunity to have access to one of the largest and leading national and international employee benefits broker and consultants and all with service from Decatur.

Gallagher Benefit Services experience with the City, services they provide and additional services they would provide:

- Conduct market analysis to determine the most competitively priced options for all current paid and voluntary employee benefit programs
- Soliciting and analyzing quotations from companies capable of meeting the requirements and make recommendations for the City's consideration
- Preparation of materials, specifications, and underwriting data required by insurers
- Placing coverage with the selected companies when directed by the City
- Assisting with open enrollments, open enrollment requirements and new employee orientations
- Assisting employees and dependents with benefit questions and medical claim resolutions
- Provide legislative updates to evaluate group plans for compliance with state and federal regulations
- Continue providing health care reform consulting and compliance services
- Assist with review and evaluation of COBRA and HIPAA compliance
- Provide guidance and assistance with compliance with ERISA, FMLA, Medicare Part D and other Federal legislation that affects the administration of plan benefits
- Produce periodic plan financial reports in addition to annual financial reports
- Assist with design and implementation of participant wellness programs
- Assist with development of communication materials

Gallagher would begin work almost immediately to solicit and analyze options for voluntary dental and vision programs. Later this spring Gallagher would begin working on soliciting, analyzing and recommending group health claims administrators for the period 1/1/2016 through at least 12/31/2016. Once the recommendations from Gallagher for group health claims administration are received and reviewed, staff will make a recommendation to Council to purchase claims administration beginning January 1, 2016.

All of the benefit products Gallagher recommends and selected by the City would be included in their fee and would be net commissions. We currently pay commissions for group health claims administration, voluntary dental, voluntary vision and all group and voluntary life products. The current cost from Gallagher Benefit Services for only the group health administration is at a rate of \$6.31 per enrolled employee per month. That rate has not changed since January 2008 and the average annual amount since January 2008 is \$48,411. The proposed net commissions fee of \$60,000 includes not only the group health claims administration but also the voluntary dental, voluntary vision, all the group and voluntary life products and all the services listed on Exhibit A of the draft contract.

POTENTIAL OBJECTIONS: None known.

INPUT FROM OTHER SOURCES: None.

STAFF REFERENCE: For questions or comments regarding this item, contact Gregg Zientara, Interim City Manager 424-2702 or Scott Clark, Risk Manager at 424-2803. Both will be present at the City Council Meeting of February 2, 2015 to address any Council concerns.

BUDGET/TIME IMPLICATIONS: Professional services are budgeted the Self-insurance fund for this service.

RESOLUTION NO.

RESOLUTION AUTHORIZING AGREEMENT
GALLAGHER BENEFIT SERVICES

WHEREAS, the City of Decatur is in need of the professional brokerage and employee benefit consulting to secure benefit products and services and to assist in managing, the City's group benefit programs for the period January 1, 2016, through December 31, 2020; and

WHEREAS, the benefit consulting firm of Gallagher Benefit Services is prepared to provide these services the City of Decatur;

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

Section 1. That the proposal of Gallagher Benefit Services for the provision of professional brokerage and employee benefit consulting services to the City of Decatur in the annual amount of \$60,000 for contract period of January 1, 2015 through December 31, 2019 be, and the same is hereby, accepted and approved.

Section 2. That the City Manager be, and he is hereby, authorized and directed to negotiate, for and on behalf of the City, an agreement with Gallagher Benefit Services for the above mentioned services in accordance with the proposal for same submitted by said company.

Section 3. That the Interim City Manager and City Clerk be, and they are hereby, authorized and directed to execute an agreement between the City of Decatur and Gallagher Benefit Services for the above-mentioned services.

PRESENTED AND ADOPTED this ____2nd____ day of February 2015.

MICHAEL T. MCELROY, MAYOR

ATTEST:

City Clerk



Arthur J. Gallagher & Co.
BUSINESS WITHOUT BARRIERS™

December 23, 2014

City of Decatur Illinois
ATTN: Scott Clark
1 Gary K. Anderson Plaza
Decatur, Illinois 62523

RE: Brokerage Services Proposal

Dear Scott:

In the interests of continuing a successful partnership that began in 2008 with Behnke & Company and that continues today as Gallagher Benefit Services, we are offering this proposal for Brokerage Services for your employee benefits. The services offered in this proposal would begin on January 1, 2016 and would be a natural extension of services that we are currently providing. There are enhancements and additional services that would also be provided.

Essentially, we propose to enter into a 5 year agreement with fixed costs for the full 5 year period. Our fee for servicing all your current and any future employee benefit lines would be \$60,000 per year for each of the 5 years. All employee benefits coverage would be under the direction of this agreement and all those benefits would then be written net of regular commissions. The net result is that the removed commissions would approximately equal the fee to be paid as part of this agreement.

Gallagher Benefit Services would continue to provide health care reform consulting and compliance services. We would periodically conduct market analysis to determine the most competitively priced options for all current employer paid and voluntary employee benefits. We would work with city staff to determine if additional benefit offerings would enhance the programs you offer to employees. In addition, we would assist city staff with all open enrollment requirements, including assisting in conducting open enrollment and new employee benefit orientations.

We have attached a Brokerage Services Agreement for your review. If you would like to discuss the proposal in greater detail, we would be happy to do so. Our intent would be to deliver all current and a number of additional services wrapped up in this fee. In addition, we can provide additional services outside of the scope of this proposal at times and fees that would be mutually agreed upon by us and the City of Decatur.

Best Regards,

John T. Malachowski
Vice President, Client Development

CONSULTING AGREEMENT

This Consulting Agreement (this "Agreement") is made by and between [Gallagher Benefit Services, Inc.] ("Gallagher") and [City of Decatur Illinois] (the "Client").

The Client wishes to enter into a consulting relationship with Gallagher on the terms and conditions set forth in this Agreement, and Gallagher is willing to accept such a consulting relationship.

In consideration of and in reliance upon the previous paragraph and the terms and conditions contained in this Agreement, the Client and Gallagher agree as follows:

1. *Engagement*

The Client engages Gallagher as an employee benefits consultant as stated in this Agreement and Gallagher accepts this engagement. During the time that Gallagher is performing services for the Client under this Agreement, and for all purposes outlined in this document, Gallagher's status will be that of an independent contractor of the Client.

2. *Term and Termination*

The Effective Date of this Agreement is [January 1, 2016]. The term of Gallagher's engagement under this Agreement (the "Consulting Period") will begin as of the Effective Date and will remain in effect for five (5) years from the Effective Date. **The Consulting Period will be automatically extended on a year by year basis at the end of this agreement unless terminated by either party.** . Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any renewed Consulting Period), Client shall be responsible to Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement.

3. *Services*

Gallagher will provide employee benefits management consulting services to the Client and consult with its employees, representatives, agents and contractors as to such matters as more fully described in Exhibit A attached to this Agreement and incorporated herein. Gallagher will perform other services as the Client and Gallagher mutually agree in writing.

4. *Compensation*

Subject to any changes as may be mutually agreed by the parties, Gallagher will receive, as compensation for its services under this Agreement, fees in the amount of \$60,000.00 per year, which amount will be billed in equal installments of \$60,000.00 and paid on a annual basis.

For additional information regarding Gallagher compensation, please see the Gallagher revenue disclosure policy and schedule set forth in Exhibit B.

In the event an insurance company cancels or refuses to renew an insurance coverage that had been placed by Gallagher, on behalf of the Client, Gallagher will use its best efforts to obtain appropriate replacement coverage from another insurance company.

5. *Performance and Scope*

(a) Gallagher Not a Fiduciary Under ERISA. To the extent that one or more of the Client's employee benefit plans are subject to the Employee Retirement Income Security Act, as amended ("ERISA") and in spite of any other provision of this Agreement to the contrary, the parties agree and acknowledge that:

(i) Gallagher's services under this Agreement are not intended in any way to impose on Gallagher or any of its affiliates a fiduciary status under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); and

(ii) this Agreement does not provide Gallagher, and the Client will not cause or permit Gallagher to assume, without prior written consent of Gallagher, any:

(A) discretionary authority or discretionary control respecting management of any "employee benefit plan" within the meaning of Section 3(3) of ERISA (an "ERISA Plan"),

(B) authority or control respecting management or disposition of the assets of any ERISA Plan, or

(C) discretionary authority or discretionary responsibility in the administration of any ERISA Plan.

(b) Reliance. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client.

(c) No Practice of Law. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

(d) Subcontractors. Gallagher may cause another person or entity, as a subcontractor of Gallagher, to provide some of the services required to be performed by Gallagher hereunder; provided, that Gallagher shall remain responsible for all acts and omissions of any such subcontractors (each of which shall be bound by Gallagher's obligations under this Agreement). Gallagher shall seek prior written approval from Client for any subcontractors providing substantive consulting, professional or managerial services. Prior written approval shall not be required for clerical, office, secretarial, IT back-up, administrative or similar support services.

(e) Conflict of Interest. Gallagher's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

(f) Acknowledgements. In connection with Gallagher's services under this Agreement, Client agrees that:

(i) Although Gallagher will apply its professional judgment to access those insurance companies it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies Gallagher has accessed are the only or are the best suited ones to insure the Client's risks.

(ii) Any compensation of the types described above and disclosed to it does not constitute a conflict of interest and the Client expressly waives any claims alleging any such conflict of interest.

(iii) The final decision to choose any insurance company has been made by the Client in its sole and absolute discretion. The Client understands and agrees that Gallagher does not take risk, and that Gallagher does not guarantee the financial solvency or security of any insurance company.

(iv) The compensation payable to Gallagher is solely for the services set forth under this Agreement, including Exhibit A. Any additional administrative, claims representative or other services (collectively, "Additional Services") will be governed by the terms of a separate agreement covering the Additional Services.

(v) The Client is responsible for immediate payment of Gallagher's fees (if applicable) and payment of premiums for all insurance placed by Gallagher on Client's behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement, at its option, without notice to the Client, and may allow an insurance company for the Client's risks to cancel any applicable policies in accordance with the terms of such policies.

6. Confidentiality

(a) Client Information. Gallagher recognizes that certain confidential information may be furnished by the Client to Gallagher in connection with its services pursuant to this Agreement ("Confidential Information"). Gallagher agrees that it will disclose Confidential Information only to those who, in Gallagher's reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of Gallagher prior to its receipt of such information from the Client; (ii) is or becomes publicly available other than as a result of a breach of this Agreement by Gallagher; or (iii) is or can be independently acquired or developed by Gallagher without violating any of its obligations under this Agreement. However, disclosure by Gallagher of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

(b) HIPAA Privacy. Gallagher and the Client will each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to them directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulation concerning privacy of individually identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time. Where required, the Client, as a representative of the health plans and Gallagher will enter into a separate Business Associate Agreement.

(c) Use of Names; Public Announcements. No party will use, in any commercial manner, the names, logos, trademarks or other intellectual property of the other party without its prior written consent.

Except as may be required by law, no party will issue any press releases or make any public announcements of any kind regarding the relationship between the parties without the other party's prior consent.

7. Indemnification Rights and Limitation of Liability

(a) Indemnification. Each party ("Indemnifying Party") will promptly defend, indemnify and hold the other party ("Indemnified Party") harmless from and against any and all claims, suits, actions, liabilities, losses, expenses or damages which the Indemnified Party may incur as a result of any violation by the Indemnifying Party of any law, or any loss or expense to the Indemnified Party caused by the misrepresentation, negligent act or omission, or any breach of any of the Indemnifying Party's obligations under this Agreement.

(b) Limitation of Liability. Notwithstanding any other term or provision of this Agreement, each party shall only be liable for actual damages incurred by the other party, and shall not be liable for any indirect, consequential or punitive damages. Furthermore, the aggregate liability under this Agreement, if any, of either party to the other for claimed losses or damages shall not exceed \$20,000,000. This provision applies to the fullest extent permitted by applicable law.

8. Notices

Any notices, requests and other communications pursuant to this Agreement will be in writing and will be deemed to have been duly given, if delivered in person or by courier or sent by express, registered or certified mail, postage prepaid, addressed as follows:

If to the Client: City of Decatur Illinois
Attention: Risk Manager
1 Gary K. Anderson Plaza
Decatur, Illinois 62523

If to Gallagher: Gallagher Benefit Services, Inc.
Attention: John T. Malachowski
101 S. Main Street, Suite 200
Decatur, Illinois 62523

Either party may, by written notice to the other, change the address to which notices to such party are to be delivered or mailed.

9. Miscellaneous

(a) Severability. The various provisions and subprovisions of this Agreement are severable and if any provision or subprovision or part thereof is held to be unenforceable by any court of competent jurisdiction, then such unenforceability will not affect the validity or enforceability of the remaining provisions or subprovisions or parts thereof in this Agreement.

(b) Entire Agreement; Amendment. This Agreement, including all exhibits hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether oral or written, between the parties regarding the subject matter hereof. Except for changes in carriers and/or lines of coverage noted in Exhibit B which may occur upon unilateral approval of the Client, this Agreement may be modified or amended only by a written instrument executed by both parties.

(c) Governing Law; Rule of Construction. This Agreement will be construed, interpreted and enforced in accordance with the laws of the State of State where Client is legally situated without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.

(d) Successors. This Agreement shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in the interest of the parties hereto.

(e) Counterparts. This Agreement may be executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

(f) Survival of Provisions. Sections 5(a), 6 and 7 will survive the termination of this Agreement.

[The remainder of this page intentionally left blank.
The parties' signatures appear on the following page.]

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IN WITNESS WHEREOF, the parties hereto have caused this Consulting Agreement to be duly executed on the date first written above.

[FULL LEGAL CLIENT NAME]

By: _____

Name: _____

Title: _____

Date: _____

[GALLAGHER BENEFIT SERVICES, INC.]

By: _____

Name: John T. Malachowski

Title: Vice President, Client Development ||

Date: _____

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EXHIBIT A SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, Gallagher will provide the following services:

CONSULTING SERVICES PROVIDED ON AN "AS NEEDED" BASIS

RENEWAL ANALYSIS:

- Review and evaluate carrier projections
- Create financial modeling reports
- Coordinate carrier negotiations based on client requests
- Review identified benchmarks of projected plan costs
- Develop "working" rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

PERIODIC PLAN FINANCIAL REPORTS: (FREQUENCY TO BE MUTUALLY AGREED UPON)

- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
- Large claims tracking
- Identification of costs for specific line of coverage
- Comparison of plan costs to aggregate stop-loss projections, if applicable
- Utilization review
- Comparison to prior claim period
- Plan trends

ANNUAL FINANCIAL REPORTS (END OF YEAR ACCOUNTING):

- Executive summary of program expenses
- Comparison of current costs to renewal costs
- Overview of specific Stop-loss projections
- Future plan costs projections
- Dollars saved by contract negotiation
- Percent of benefit dollars paid by employee
- Claims by size
- Physician visit details
- Benefits paid by type of service
- Plan funding/budget comparison
- Fixed expense comparison

LEGISLATIVE AND CORPORATE COMPLIANCE SUPPORT:

- Provide legislative updates, including Technical Bulletins and Directions newsletters
- Evaluate plan design to assist with compliance with state and federal regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures as requested by Client
- Conduct periodic meetings on regulatory issues
- Assist with the review and evaluation of COBRA and HIPAA compliance procedures

- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Provide template or sample compliance notices, employee communications and enrollment forms as reasonably requested by Client

CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with all insurance carriers to control costs
- Implement carrier renewal strategies with Client
- Develop timeline covering every aspect from RFP preparation to the delivery of employee communications
- Manage RFP development that tailors the RFP to the desires, needs and financial directions provided by Client
- Explore alternative funding solutions
- Evaluate vendor responses to track variations in coverage and costs as they are identified
- Conduct finalist interviews to investigate and document intangibles such as personalities, service orientation and responsiveness
- Draft renewal analysis report, based on renewal negotiation, covers program and claims cost projections as well as complete information on benefit designs
- Facilitate decision process by coordinating close collaboration and discussions among the Gallagher team and Client

DAY TO DAY ADMINISTRATIVE ASSISTANCE

- Assist with enrollment issues as needed
- Assist with claims issues as needed
- Supply resources to City staff for employee questions

EMPLOYEE EDUCATION PROGRAMS:

- Work with client to develop benefit communication directed to employees
- Educational meetings on coverage and trends

COMMUNICATION MATERIALS:

- Assist with the drafting and distribution of participant Satisfaction Surveys (if requested)
- Assist with Open Enrollment-New Member Orientation meetings as agreed to by client Provide annual open enrollment guidance
- Assist with participant wellness initiatives, as directed by Client

BENEFIT ADMINISTRATION ASSESSMENT:

- Periodic evaluation of internal plan enrollment and benefit termination processes
- Review, coordinate and implement Client agreed upon plan “best practices” to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

MARKET BENCHMARKING STUDIES:

- Local Area Surveys
- Industry Surveys

BENEFIT PLAN DESIGN (OR REDESIGN):

- Help Client identify business and HR objectives that impact benefits
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package – e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

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EXHIBIT B COMPENSATION DISCLOSURE STATEMENT

What follows is the disclosure of our actual fees and/or commissions related to Client's Group Health and Employee Benefit Plan(s) and any relationships, or agreements Gallagher has with the insurance company involved in this transaction. Gallagher, as agent of record, will receive the following initial and renewal sale commissions expressed as percentage of gross premium payments, or fees as agreed upon by Client:

Line of Coverage	Insurance Company	Effective Date	Commission ¹ / Supplemental Compensation ²	Direct Fees ³
Medical	BCBSIL	01/01/2016	No Regular Commission / Supplemental: \$0 to \$25 per employee	None
Life	Reliance Standard	01/01/2016	No Regular Commission / Supplemental: 2.25% of premium paid	None
Voluntary Life	Reliance Standard	01/01/2016	No Regular Commission / Supplemental: 2.25% of premium paid	None
Voluntary Dental	MetLife	01/01/2016	No Regular Commission / Supplemental: 1.5% of premium paid	None
Brokerage Services/ Consulting	Gallagher Benefit Services, Inc.	01/01/2016	None	\$60,000

||

It should also be noted that:

- **Gallagher** is not an affiliate of the insurer whose Contract is recommended. This means the insurer whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of **Gallagher**.
- **Gallagher's** ability to recommend other insurance contracts is not limited by an agreement with the Insurance Carrier.
- **Gallagher** is effecting the transaction for the Plan(s) in the ordinary course of **Gallagher business**.
- The transaction set forth is at least as favorable to the Plan(s) as an arm's length transaction with an unrelated party.
- **Gallagher** is not a trustee of the Plan(s) and is neither the Plan Administrator of the Plan(s), a fiduciary of the Plan(s), nor an employer which has employees in the Plan(s).

For Employers and Plan Sponsors Subject to ERISA: This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24⁴, which protects both Client and Gallagher⁵. Disclosure must be made to an independent plan

¹ Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

² Gallagher companies may receive supplemental compensation referred to in a variety of terms and definitions, such as contingent commissions, additional commissions and supplemental commission.

³ Direct Fees include compensation to Gallagher paid for directly by the plan sponsor.

⁴ Which allows an exemption from a prohibited transaction under Section 408(a) of the Employee Retirement Income Security Act of 1974 (ERISA).

fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit www.ajg.com/compensation. In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to Compensation_Complaints@ajg.com or send a letter to: AVC Compliance Officer, c/o Internal Audit Department, Arthur J. Gallagher & Co., Two Pierce Place, Itasca, IL 60143.

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⁵ In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.

COUNCIL MEMORANDUM
OFFICE OF THE CITY MANAGER
#2015 - 01

DATE: January 28, 2015

TO: Honorable Mayor McElroy and City Council Members

FROM: Gregg D. Zientara, Interim City Manager

SUBJECT: Council Study Session – Advanced Life Support and Ambulance Service to be provided by the City of Decatur Fire Department

Introduction

During the 2015 budget discussions in the 4th quarter of 2014, the City included certain revenues and expenses in the 2015 budget that would occur should the City of Decatur Fire Department (“DFD”) establish an Advanced Life Support Ambulance Service (“ALS”).

In the budget discussions, City Staff articulated that the inclusion of revenue and expense in the Council approved 2015 budget, was subject to a further discussion and approval by the Council, for the establishment of the City of Decatur Fire Department ALS Ambulance Service.

We are presenting the following information as a basis for study session discussion during the Monday February 2, 2015 Council meeting.

It is the conclusion of City Staff that the establishment of ALS Ambulance Service provided by the City of Decatur Fire Department is in the best interests of the Citizens, Residents and Stakeholders of the City of Decatur due in part to the following facts:

- City is not adequately served by the current number of 24/7 ambulances
- DFD can increase the number of ambulances serving the City without adding staff
- DFD providing ALS Ambulance service benefits the citizens of Decatur

As part of the discussion on this issue we would offer the following points:

Discussion Point 1

- DFD is staffed with 110 Emergency Medical Technicians (“EMT”)
- 61 staff are EMT - Basic qualified
- 33 staff are EMT - Intermediate qualified (ILS)
- 16 staff are EMT – Paramedic qualified (ALS)
- All fire equipment is staffed with minimum 1 EMT – Intermediate qualified personnel
- EMT response requirements based on NFPA (National Fire Protection Agency Standards) require EMS Basic Life Support response arrival time of 5 minutes whereas EMS Advanced Life Support response time is 9 minutes, provided that the 5 minute response requirement is achieved, which is provided at present by the DFD

- At present, DFD is the first respondent to EMS calls 70% of the time
- Decatur service at present is two-tiered whereas DFD provides the 5 minute response with EMS ILS qualified personnel followed by private ambulance service arrival in 9 minutes with EMS ALS qualified personnel
- DFD has the qualified personnel to provide ALS service with the 5 minute arrival time

Discussion Point 1 Conclusion

- DFD currently has qualified staff enabled to provide ALS service arriving on site with 5 minutes response time
- DFD can establish ALS service with the current staffing of personnel
- DFD providing ALS service with 5 minute response time increases potential EMS Survival Rates by 33% from 38.5% to 51.0%, according to "Predicting Survival from Out-of-Hospital Cardiac Arrest: A Graphic Model", *Annals of Emergency Medicine*; November, 1993.
- DFD providing ALS service increases patient survival rates, can be accomplished within the current staffing of the DFD and provides an increased benefit to the citizens of Decatur

Discussion Point 2

- Current ambulance coverage versus population indicates the following:

County	Population	# of Ambulances	Ambulance per Capita
Macon	110,768	5	22,154
Champaign	201,081	9	22,342
Sangamon	197,465	16	12,342
McLean	169,572	15	11,305
Christian	34,800	7	4,971
Coles	53,878	10	5,388
Logan	30,305	3	10,102

- Macon County coverage per capita is deficient to comparable coverage in like and surrounding counties
- Macon County per capita ambulance coverage would be required to increase to 9-10 ambulances to meet the coverage standard achieved in Springfield (Sangamon) or Bloomington (McLean)
- Increase of one (1) ambulance unit by the DFD would increase Macon County coverage to 6 units or a per capita coverage improvement to 18,461, still below the better practice coverage in Springfield and Bloomington

Discussion Point 2 Conclusion

- DFD establishment of one (1) ambulance increases the per capita coverage of ambulance service in the City of Decatur as well as Macon County
- City believes that this is in the best interests of the residents of the City of Decatur and Macon County

Other Considerations

- City Staff proposes changes to City Code in the governance of Ambulance Service
- Requirement to integrate private ambulance to Emergency Dispatch Service network
- Potential other changes

Contrary Arguments

- Establishment of ambulance service provided by the DFD interferes with the business affairs of a private enterprise
- City believes that the establishment of ALS Ambulance service by the DFD is in the public safety interest of the citizens of the City of Decatur and outweighs the argument of interference in a private sector enterprise, the same as 140 other Fire Departments in 102 Illinois Counties

Financial Matters

- City can establish ALS Ambulance service by the DFD within the current staffing levels of the DFD
- Cost to implement is the capital cost of required equipment, i.e., Ambulance vehicle and ancillary equipment
- Establishment of ALS Ambulance service will generate a revenue stream to the City coffers, covering the capital investment cost to establish operations, and provide a future revenue stream for capital investment in the replacement of fire department equipment including fire apparatus, and other ancillary fire prevention equipment

Conclusion

City Staff believes the establishment of ALS Ambulance service by the City of Decatur Fire Department is in the best interests of the citizens, residents and stakeholders of the City of Decatur.

COUNCIL MEMORANDUM
OFFICE OF THE CITY MANAGER
#2015 - 02

DATE: January 28, 2015

TO: Honorable Mayor McElroy and City Council Members

FROM: Gregg D. Zientara, Interim City Manager

SUBJECT: Council Study Session – Local Option Motor Fuel Tax

Introduction

At the January 20 City Council Meeting, City Council members requested City Staff to prepare material that would be brought to the City Council for a Study Session discussion on the matter of a Local Option Motor Fuel Tax.

Enclosed in this Local Option Motor Fuel Tax study session packet is the following information:

- Pavement Master Plan Update letter as of January 28, 2015 from Public Works Director Rick Marley, including comparative reference in Table 1 to other Central and Downstate Illinois Municipalities with Local Option Motor Fuel Tax, and executive summary of the City of Decatur's street pavement condition as of January, 2015,
- Discussion paper outlining certain matters of question requiring input from Council for consideration in the implementation of a Local Option Motor Fuel Tax

Summary

Central or Downstate Illinois communities of comparable reference implementing a Local Option Motor Fuel Tax include, Bloomington, Carbondale, Champaign, Danville, Galesburg, Pekin, Peoria, and Urbana; with a Local Option Motor Fuel Tax ranging from 2 cents to 7 cents per gallon. The norm of these communities is in the range of 4 cents per gallon.

It is the estimation of City Staff that each 1 cent of Local Option Motor Fuel Tax in the City of Decatur would yield local tax revenue in the range of \$300,000 to \$350,000. This estimation is based on comparable reference to municipalities similar to the City of Decatur.

Considerations for Discussion

First, is the amount of Local Option Motor Fuel Tax to be imposed on a price per gallon basis,

Second, is consideration of tax imposed at the retail pump and / or bulk sale level,

Third, is consideration to the crafting of the City Code that would govern the imposition of any local option motor fuel tax, including such matters, as outlined in the discussion paper referenced in this memorandum.

**COUNCIL COMMUNICATION MEMORANDUM
NO. 2015 - 07**

DATE: January 28, 2015

TO: Honorable Mayor McElroy and City Council Members

FROM: Gregg D. Zientara, Interim City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Pavement Master Plan Update

Introduction

This memorandum updates Council on the condition of the City's pavement. Data collected from 2014 was used to update the present condition of the City's pavements and to estimate future conditions. A short presentation will be made and will touch on three main points:

1. The current condition of the City's pavement network compared with its past condition.
2. The cost of materials used in road construction.
3. Funding for road projects.

The Executive Summary contained in the 2013 Pavement Master Plan was updated with the most current data and is attached to this memorandum.

A PDF copy of the 2013 Pavement Master Plan can be found on the City's website at <http://www.decaturl.gov/publicinformation.html> under Notices.

Background

The City of Decatur Pavement Master Plan was completed in January 2013 and was presented to City Council on June 3, 2013. The Master Plan will be updated during Spring 2015 after the January to March street inspections are complete. One of the goals of the Master Plan is to annually update pavement conditions so the City can stay ahead of pavement deterioration trends. Annual updates also monitor how changes made to pavement maintenance and funding strategies affect pavement conditions.

Local Option Motor Fuel Tax

The City of Decatur is a home rule unit of government. The State of Illinois Constitution, Article VII, Section 6 grants home rule unit of government the power to levy taxes including taxes on motor fuel.

Other cities in Central and Southern Illinois have adopted a local motor fuel tax as summarized in Table 1.

Table 1 Municipalities with Local Motor Fuel Taxes		
City	Tax Rate	Revenue FY 14
Bloomington, IL	4¢	Started Aug. 2014
Carbondale, IL	3¢	\$390,902
Champaign, IL	4¢	\$1,241,750
Danville, IL	7.1¢ gasoline, 4.2¢ diesel	\$1,070,079
Galesburg, IL	4.5¢	\$650,013 (FY 13)
Pekin, IL	4¢	No Response
Peoria, IL	2¢	\$795,000
Urbana, IL	4¢	\$720,000
Updated January, 2015		

Staff examined statistics from several cities comparing revenue to population and the number of fueling stations. Based on those factors, staff estimates motor fuel tax revenue for Decatur to be in the range of \$300,000 to \$350,000 for one cent per gallon tax.

This is for your information.

City Council Discussion Paper
City Council Study Session
February 2, 2015

Study Session Topic: **Local Option Motor Fuel Tax**

Discussion Items

- Question of tax imposed on retail sales transaction and bulk sales transactions
- Question of any tax exempt transactions, i.e., sale made to federal government, state government, any municipality, or unit of local government, as those defined by Section I of Article VII of the Constitution of the State of Illinois of 1970, or any school district
- Licensing of right to sell fuel in the City of Decatur. Licensing provides City with collection leverage for failure of entity to report and remit tax due to the City of Decatur. No licensing limits the City ability to affect collection leverage with any non-reporting or non-payment of tax due
- Tax Period, Tax Due Date and Collection options.
 - Tax period 1st to last day of month,
 - Tax due option 1 – tax due day before last day of following month
 - Tax due option 2 – tax due by the 20th calendar day in the month following the period end
- Question of prompt payment discount if tax is paid by the 20th calendar day in month following the period end. Typical prompt payment discount is 1% of tax due
- Question of penalties for non-filing or non-payment of tax returns and payments by imposed due dates
 - Suggested penalty is 5% of tax due – typical penalties range from 1 – 5%
- Question of details of tax return filing requirements
 - City Staff to determine information required to be filed and format of tax return

Potential Next Steps

- Draft City Code ordinance
- Determine amount of tax
- Determine effective date
- Future Study Session review or item for Council Vote

Prepared by: Office of the City Manager
Date: January 28, 2015

EXECUTIVE SUMMARY (UPDATED JANUARY 2015)

The condition of Decatur's streets is declining. With 825 lane-miles of pavement to maintain and the size of the street network expected to grow, a strategy must be developed to address the City's distressed pavement. Street pavement is like any major investment, it needs preventative maintenance to extend its life, and it needs rehabilitation throughout its life to avoid the cost of completely replacing the street. It has been determined that investing more in pavement early on, saves money in the long run.

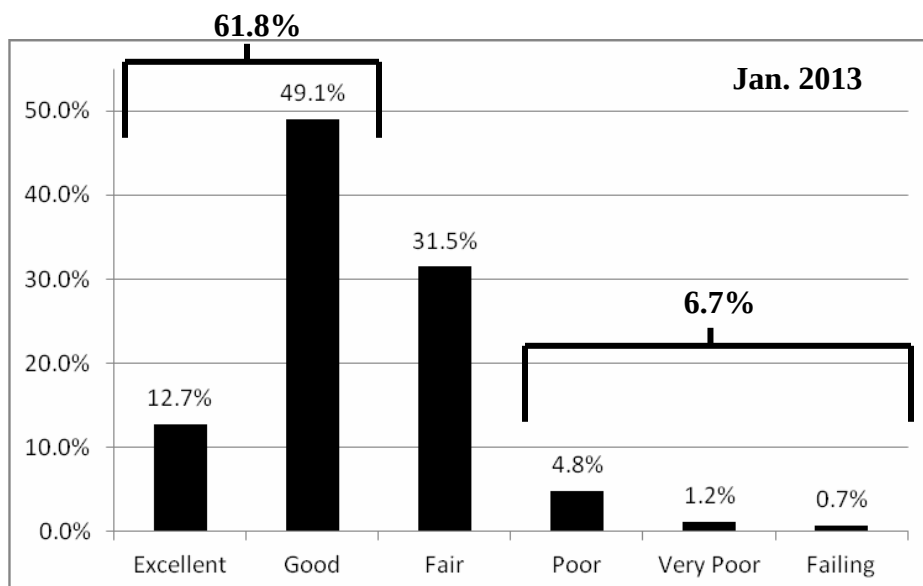
The City of Decatur maintains:

- 696 lane-miles of asphalt streets.
- 93 lane-miles of concrete streets.
- 22 lane-miles of brick streets.
- 14 lane-miles of surface treatment streets.

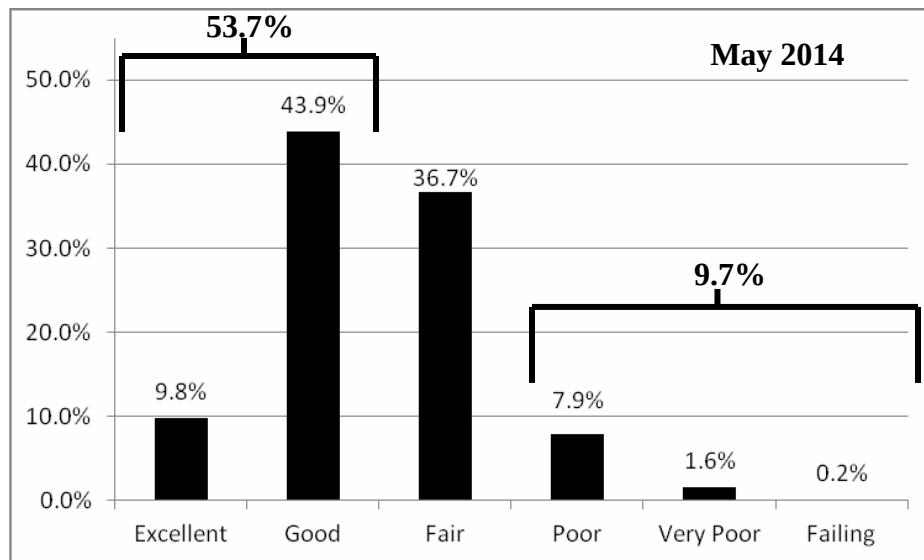
Between 1990 and 2000 the City was growing at a rate of 0.46 square miles per year with 1.25 miles of road being added to the City each year. These rates have slowed since 2000 with 0.10 square miles of area and 0.80 miles of road added to the City each year.

City staff inspects half of the streets maintained by the City each year, and uses a pavement management system developed by Lucity, Inc. to maintain inspection data and estimate pavement condition resulting from various levels of investment.

A pavement rating scale called the Pavement Condition Index (PCI) is used to rate the streets. These ratings can be generalized "Excellent", "Good", "Fair", "Poor", "Very Poor", or "Failed". As of January 2013 the fraction of streets in each of these ratings categories is as follows:



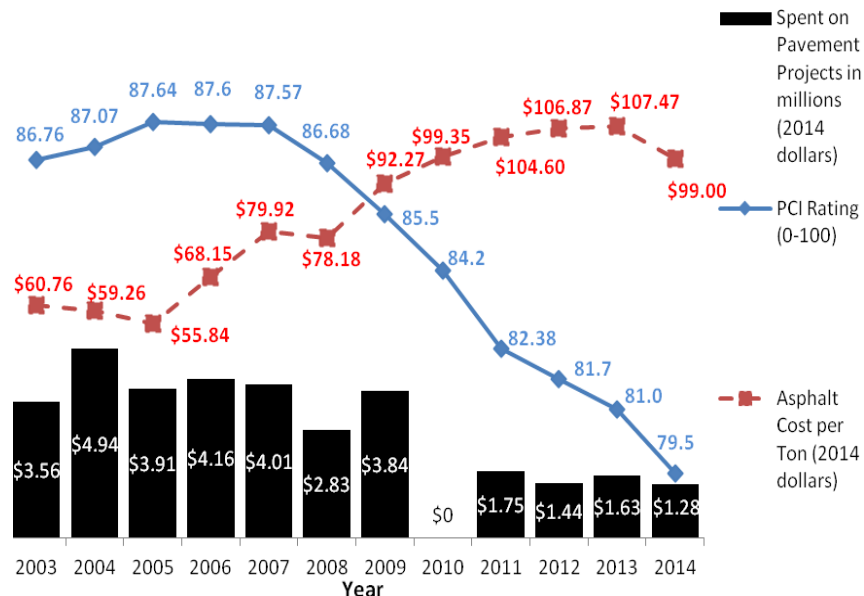
As of May 2014 the distribution changed:



The percentage of streets in either “Good” or “Excellent” condition dropped from 62% in 2013 to 54% in 2014. As more streets decline into “Poor” to “Failed” condition it is very important to invest in pavement maintenance to prevent any further decline.

The overall pavement condition of the City’s streets has been declining since 2007, as the graph below illustrates. Major reasons for the decline include:

- The price of asphalt doubling between 2005 and 2013 (Bids for the price of asphalt have not been received as of January 2015. The price of asphalt may currently be on a downward trend.)
- The amount of money dedicated to pavement repairs decreasing since 2009 due to general capital funds being redirected from pavement maintenance, and MFT funds being distributed to bridge projects and the reconstruction of L&A Industrial Drive.



New asphalt and concrete pavements are typically built to last 30 to 40 years before reconstruction is necessary if no other maintenance is performed. Regular maintenance is meant to extend pavement's life. Resurfaced streets can last 15 to 20 years.

Pavement maintenance techniques can be classified into three general categories:

- Preventative maintenance: crack sealing, pothole filling, seal coats, etc.
- Major rehabilitation: deep patching and mill & overlays.
- Total reconstruction: total removal of pavement and rebuilding the base.

City crews can perform many of the preventative maintenance activities including some deep patches. Construction contractors perform large patches as well as most other rehabilitation/reconstruction activities. City crews could potentially increase their maintenance activities, at a lower cost than contractors, with the proper resources.

The amount the City spent on pavement maintenance in 2013 calendar year was:

- \$419,525 on in-house pavement maintenance activities.
- \$1,596,919 on asphalt rehabilitation and reconstruction.

Pavement program deficiencies include:

- The pavement network PCI rating has dropped 7% in the last 5 years, and the decline will continue at the current funding levels.
- Funds from the State Motor Fuel Tax have been decreasing due to declining population and other factors.
- Capital funds being redirected from pavement maintenance and allocated to other priorities.
- Almost no dedicated funds for concrete and brick street maintenance.
- MFT funds are now being used to purchase salt for snow and ice control when before salt was purchased with general funds.
- Dedicated MFT funds from the State alone are not sufficient to stop the decline of the City's pavement condition.
- Currently, it would cost approximately \$21 million to fix the streets in most need of repair.

Pavement program strategies to slow or stop the decline of the City's pavement condition include:

- Performing more preventative maintenance to lengthen pavement's life and save money in the long term.
- Increased funding now can decrease costs in the long term and save money overall.
- A local option motor fuel tax has been adopted by many municipalities within the State of Illinois, including nearby central Illinois cities, and can provide extra revenue dedicated to pavement maintenance.

Staff plans to:

- Continue studying maintenance practices to perfect the ability to select the right treatment, for the right pavement, at the right time.
- Investigate whether the City can save money by performing more maintenance activities in-house.
- Seek other funding sources to stop the steep decline of the City's pavement network.
- Continue updating a rolling 5-year plan each year by simulating future pavement conditions and evaluating potential project locations.
- Share 5-year plan with the public via Decatur's Digital Atlas.

DEPARTMENT OF WATER MANAGEMENT
Memorandum No. 2015-03

January 20, 2015

TO: Honorable Mayor McElroy and City Council

FROM: Gregg D. Zientara, Interim City Manager
Keith D. Alexander, Director of Water Management
Jerry W. Stevens, P.E., Engineering Services Coordinator

SUBJECT: 2014 Progress Report
Lake Decatur Dredging Basins 1-4 &
Oakley Sedimentation Basin Rehabilitation
City Project 2013-14

Major Work Completed in 2014:

- Dredging equipment mobilized to Decatur and assembled
- Supporting infrastructure constructed
- 324,620 cubic yards of sediment dredged from Basin 1 which is 12.2% of the amount to be removed from this basin
- Oakley Sedimentation Basin rehabilitation began
- Winter operations shutdown commenced the week of December 21

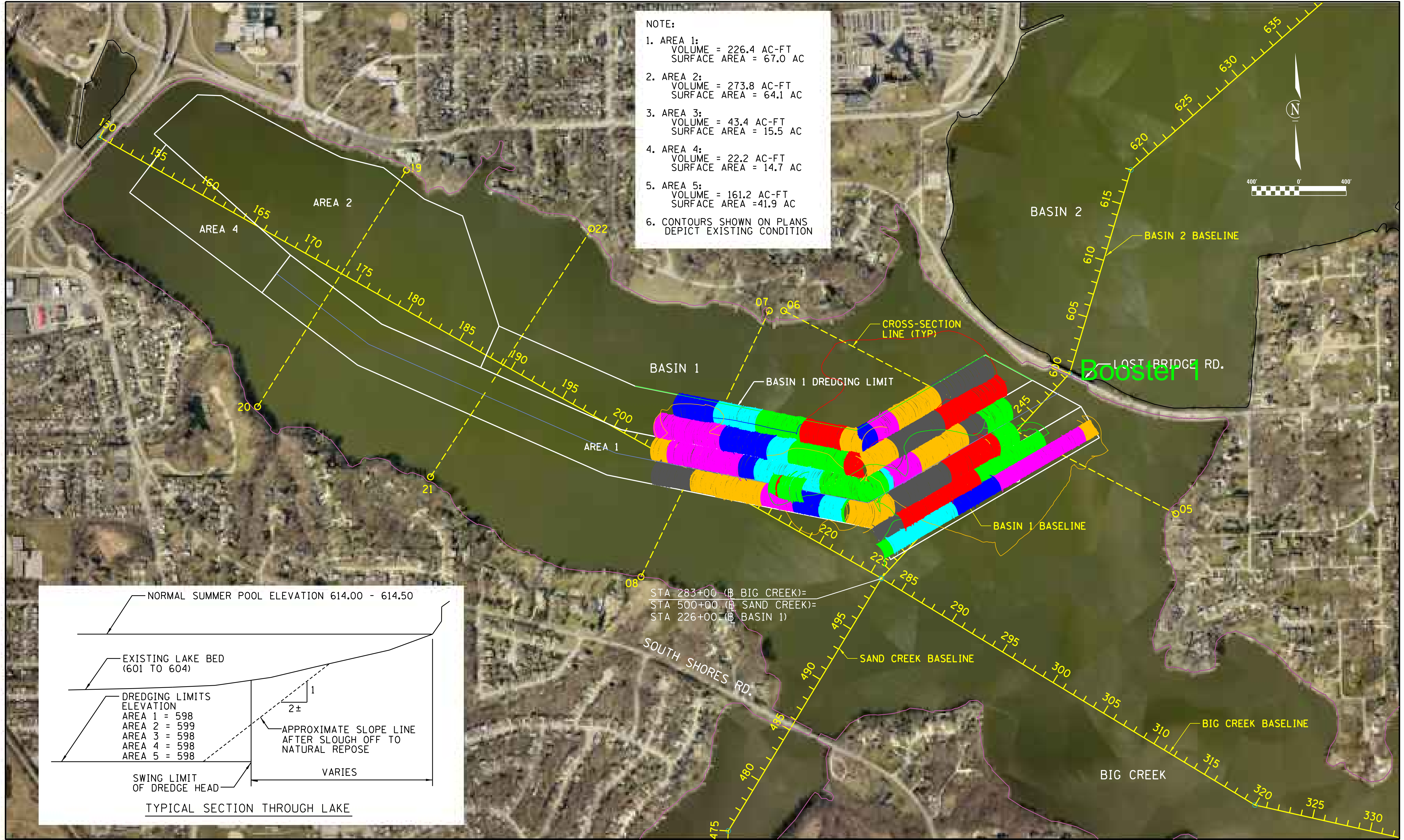
Major Work Planned for 2015:

- Continue Basin 1 dredging
- Complete sedimentation basin rehabilitation
- Anticipate dredging to re-start by mid-March, weather dependent

Budget and Schedule:

- The project is 15.8% complete and fully within the \$89,254,536 contract amount awarded by the City Council to Great Lakes Dredge & Dock
- On schedule for completion by December 31, 2019

Attached is a map of Lake Decatur Basin 1 showing the area south of Lost Bridge Road that has been dredged to date. The colored areas indicate where dredging was completed each day.



FILE NAME = \$FILEL\$

USER NAME = \$USER\$	DESIGNED -	REVISED - 6/3/14
	DRAWN -	REVISED - 10/28/2014
PLOT SCALE = \$SCALE\$	CHECKED -	REVISED -
PLOT DATE = \$DATE\$	DATE -	REVISED -

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CHICAGO (773) 714-0050
ROCKFORD (815) 489-0050
184-001397

BASIN 1 DREDGE PLAN
LAKE DECATUR DREDGING OF BASINS 1-4

SCALE: SHEET NO. OF SHEETS STA. TO STA.

MUNICIPALITY	COUNTY	TOTAL SHEETS	SHEET NO.
CITY OF DECATUR	MACON	7	7
ILLINOIS FED. AID PROJECT			