



**Monday, February 1, 2021
5:30 PM
Civic Center Theater**

CITY COUNCIL AGENDA

Pursuant to Phase 4 of Governor Pritzker's Executive Order, a maximum of 50 people will be allowed in the Civic Center Theater unless said number is otherwise directed by Order of the Governor. If the number is altered as a result of an Order of the Governor, the City of Decatur will follow and enforce that number. An in-person meeting of all members of the City Council of the City of Decatur as well as in-person meetings of all members of other Boards and Commissions of the City of Decatur is not practical or prudent because of the COVID-19 pandemic.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of January 11, 2021 Special City Council Meeting

Approval of Minutes of January 19, 2021 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz Inc. to Provide Final Design Services for the Brush College and Reas Bridge Lift Station and Forcemain City Project 2020-06
2. Resolution to Appropriate Motor Fuel Tax Funds to Pay the City's Portion to Improve the Center Street Bridge over Stevens Creek SN: 058-3061 City Project 2019-04

3. Resolution to Appropriate Motor Fuel Tax Funds to Pay the Engineering Services Agreement to Improve the Center Street Bridge Over Stevens Creek, SN: 058-3061 City Project 2019-04
4. Resolution Authorizing a Local Public Agency Agreement for Federal Participation with the State of Illinois to Improve the Center Street Bridge over Stevens Creek SN: 058-3061 City Project 2019-04
5. Resolution Authorizing the Purchase of Property at the Northeast Corner of North Brush College Road and Faries Parkway for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33 Section 09-00933-01-BR
6. Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to provide design services for the Ellen and Division Inflow and Infiltration Reduction Program – Phase 2, City Project 2018-01
7. Motion Adopting City Council Policy Overhead Sewer Program
8. Resolution Authorizing Acceptance and Approval of a Strong Community Grant Agreement with Illinois Housing Development Authority (IHDA)
9. Ordinance Authorizing Acceptance of Certain Properties of Macon County Trustee for Public Purpose
10. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Authorizing the Installation of Stop Signs at the Intersection of Summit Avenue at Harrison Avenue Facing Harrison Avenue
 - B. Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Warren Street and East Orchard Street Facing East Orchard Street with the Removal of Stop Signs Facing North Warren Street
 - C. Resolution Approving Appointment - Decatur Area Convention and Visitors Bureau
 - D. Resolution Approving Reappointments - Decatur Area Convention and Visitors Bureau

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of January 11, 2021 Special City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of January 11, 2021 Special City Council Meeting	Backup Material

SPECIAL MEETING CITY COUNCIL MINUTES

Monday, January 11, 2021

On Monday, January 11, 2021, the City Council of the City of Decatur, Illinois, met in Special Meeting at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Rodney Walker, Lisa Gregory, David Horn, Chuck Kuhle, and Pat McDaniel. Councilman Bill Faber was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: John Phillips, Mirinda Rothrock, Bob Brilley, Steve Christian, Marc Girdler, Kathy Wade, Brandi Binkley, and Sandra Lindberg.

With no other Appearance of Citizens, Mayor Moore Wolfe called for a Study Session on a discussion on municipal measures to assist businesses in the midst of a pandemic, allocation of second round of CARES funding to potential eligible recipients and options for opening bars and/or restaurants closed by the Governor's Office.

Council held a discussion on relief measures already in place and other options to assist businesses during the COVID-19 pandemic.

Community Development Director Cordaryl "Pat" Patrick gave an update on grant opportunities available to assist small businesses and residents during the COVID-19 pandemic.

Council discussed ways to utilize the remaining balance of the CARES funds and discussed strategies to ease the financial burden on local bars and restaurants.

With no other Study Session discussion, Mayor Moore Wolfe called for a motion to Recess to the Regular City Council Meeting. Councilman McDaniel moved to Recess to the Regular City Council Meeting, seconded by Councilwoman Gregory.

Upon call of the roll, Council members Rodney Walker, Lisa Gregory, David Horn, Chuck Kuhle, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Ordinance Amending City Code Chapter 50 - Licenses, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

The following citizens provided comments to the Council: Sandra Lindberg, Steve Christian, Marc Girdler, Bob Brilley, Kevin Greenfield, John Phillips, Brandi Binkley, and Karl Coleman.

City Manager Wrighton gave an overview of the proposed Ordinance.

Council discussed options for re-opening bars and restaurants considering the Tier 3 mitigations.

Councilman McDaniel made a motion to table the item until the January 19th, 2021 City Council meeting, seconded by Councilwoman Gregory.

Upon call of the roll, Council members Rodney Walker, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion tabled.

Ordinance Amending City Code Chapter 52 – Alcoholic Liquor, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

Councilman McDaniel made a motion to table the item until the January 19th, 2021 City Council meeting, seconded by Councilwoman Gregory.

Upon call of the roll, Council members Rodney Walker, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion tabled.

With no other New Business, Mayor Moore Wolfe called for adjournment. Councilman McDaniel moved the Special City Council meeting be adjourned; seconded by Councilwoman Gregory and on call of the roll, Rodney Walker, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye.

Mayor Moore Wolfe declared the Special City Council meeting adjourned at 7:58 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Approval of Minutes of January 19, 2021 City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of January 19, 2021 City Council Meeting	Backup Material

CITY COUNCIL MINUTES
Tuesday, January 19, 2021

On Tuesday, January 19, 2021, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, and Pat McDaniel. Councilman Rodney Walker was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe made a motion to amend the City Council agenda by removing the two Ordinances listed under Unfinished Business, Ordinance Amending City Code Chapter 50 – Licenses and Ordinance Amending City Code Chapter 52 – Alcoholic Liquor, seconded by Councilman McDaniel.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Marc Girdler and John Phillips.

With no other Appearance of Citizens, Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the January 4th, 2021 City Council meeting were presented. Councilman McDaniel moved the minutes be approved as written; seconded by Councilwoman Gregory and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Councilman Faber abstained from the vote. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for New Business.

City Manager Wrighton presented the Treasurer's Financial Report.

R2021-05 Resolution Authorizing the City of Decatur to Provide an Interfund Cash Advance to Certain Funds to Affect a Positive Cash Position as of the Close of Business as of December 31, 2020, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2021-03 Ordinance Abating the Property Tax Levy for the City of Decatur, Illinois for General Obligation 2020 Series Bonds, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Ordinance.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-06 Resolution Authorizing an Intergovernmental Agreement between the City of Decatur, MS4 Communities and the Macon County Soil and Water Conservation District to Assist with Meeting the City's NPDES Requirements, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Public Works Director Matt Newell gave an overview of the proposed Resolution.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-07 Resolution Authorizing a Two Year Agreement with the Macon County Soil and Water Conservation District for Lake Decatur Watershed Conservation Services, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

Public Works Director gave an overview of the proposed Resolution and answered questions from Council.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2021-08 Resolution Repealing Resolution R2020-183 and Authorizing Execution of an Agreement for Management and Operation of City of Decatur Public Transit Services with MV Transportation, Inc., was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

Upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

With no other New Business, Mayor Moore Wolfe called for Consent Calendar Items A. through D. and asked if any Council member wished to have an item removed from the Consent Calendar. No Council member wished to remove an item from the Consent Calendar. The Clerk read items A. through D.

2021-04 Item A. Ordinance Annexing Territory 3808 West Catherine Street
2021-05 Item B. Ordinance Annexing Territory 3877 West Center Street
2021-06 Item C. Ordinance Annexing Territory 2211 North Sunnyside Road
2021-07 Item D. Ordinance Annexing Territory 3195 North Westlawn Avenue

Councilman McDaniel moved Items A. through D. be approved by Omnibus Vote; seconded by Councilwoman Gregory, and on call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Council held a discussion on the availability and distribution of the coronavirus vaccine.

With no Other Business, Mayor Moore Wolfe called for Adjournment.

Councilman McDaniel moved the City Council meeting be adjourned; seconded by Councilwoman Gregory and upon call of the roll, Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 6:19 p.m.

Approved _____
Kim Althoff
City Clerk

Public Works

DATE: 1/11/2021

MEMO: 2021-09

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz Inc. to Provide Final Design Services for the Brush College and Reas Bridge Lift Station and Forcemain.
City Project 2020-06

SUMMARY RECOMMENDATION: Please see attached Council Memo 2021-09

ATTACHMENTS:

Description	Type
Council Memo 2021-09	Cover Memo
Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz Inc. to Provide Final Design Services for the Brush College and Reas Bridge Lift Station and Forcemain with Exhibit 1	Resolution Letter
Sewer Study Report Executive Summary	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2021-09**

DATE: January 11, 2021

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Professional Engineering Services Agreement with Clark Dietz Inc. to Provide Final Design Services for the Brush College and Reas Bridge Lift Station and Forcemain
City Project 2020-06

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, to a professional services agreement between the City of Decatur and Clark Dietz Incorporated to provide final design engineering services for the Brush College and Reas Bridge Lift Station and Forcemain, for a fee not to exceed \$180,859.

PRIOR COUNCIL ACTION:

- **September 8, 2020** – Council approved Resolution No. 2020-118, approving a professional service agreement with Clark Dietz, Inc to complete a sanitary sewer service study for an unserved area around the intersection Brush College and Reas Bridge.
- **December, 7 2020** – Council approved Resolution No. 2020-172, authorizing a redevelopment agreement with Innovafeed that included the extension of City sewer to service the development site.

BACKGROUND:

In September 2020, the City Council authorized and engineering agreement with Clark Dietz to study the area around Brush College Rd, Reas Bridge Rd and Hubbard Ave to determine how best to serve the unsewered area. The executive summary of the report is provided as an attachment to this memo. The potential service area is identified as a 459 acre area as shown in Figure 1. Due to the size of the area, it is anticipated that the sewer volume will increase over time which would suggest that a phased approach be used to build the sewer. To that end, the pumps station will be designed to be expandable as the area develops.

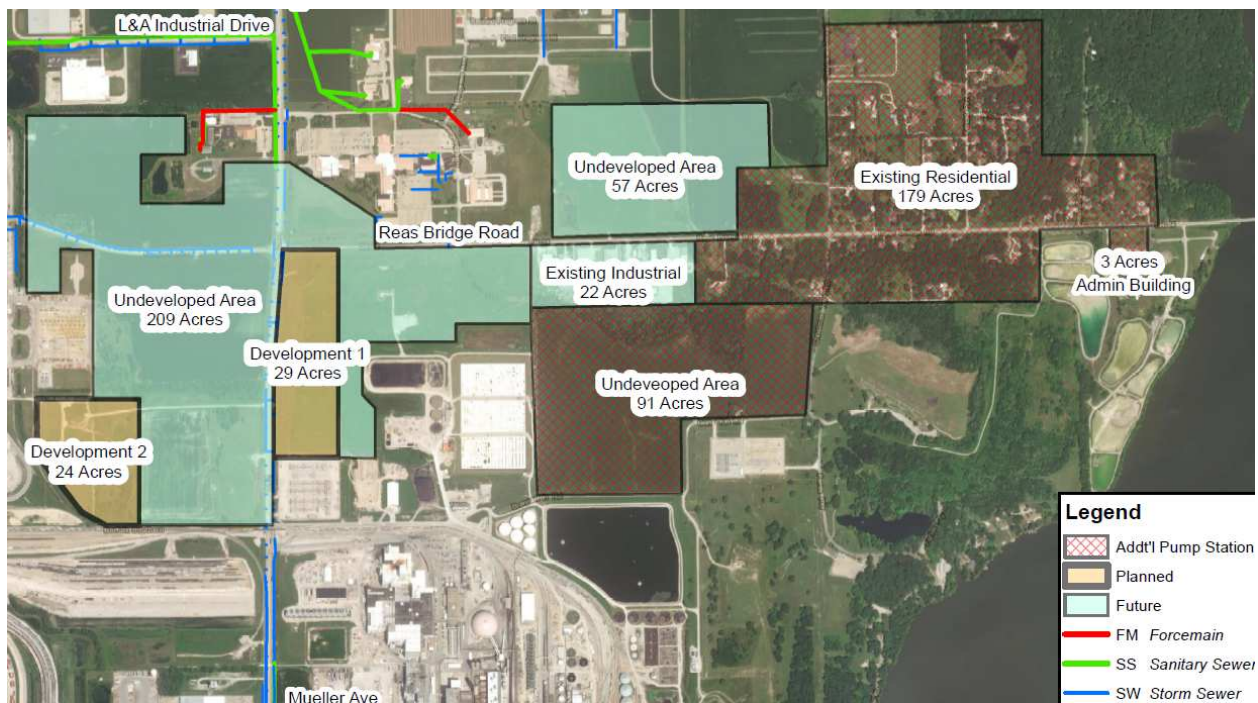


Figure 1 – Brush College Reas Bridge Service area

Sanitary sewer flow can vary for commercial and industrial areas due to the type and use of the property, the actual area serviced will require to be adjusted by how the area is developed.

The professional service agreement will provide design engineering services that includes the infrastructure required to serve the proposed development on the Southeast corner of Brush College and Reas Bridge. The proposed project layout is provided in Figure 2, the actual final locations will vary depending on property and easement negotiations. The only gravity sewer included in this project is future gravity 1 as required to serve the proposed development.

The budget estimate for construction and construction engineering is \$2.9 million.



Figure 2 – Preliminary Pump Station and Sewer layout

Professional Services Agreement

As part of the Professional Services Agreement, Clark Dietz, Inc is to perform the following major work tasks for the City:

1. Easement and plat preparation
2. 30% design of the station, forcemain and gravity sewer.
3. 60% design and cost estimate
4. 90% design and cost estimate
5. Final documents for bid
6. Bidding Services

Construction engineering services will be completed with a separate professional services agreement. The fee for the services is proposed to be \$180,859. This cost appears to be reasonable for the design work required.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: Clark Dietz Inc.

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

LEGAL REVIEW: The proposed Agreement was provided to the Legal Department for review on January 8th, 2021.

SCHEDULE: Final design services will begin upon approval of the Council and is scheduled for completion in July. The project is anticipated to be bid in July with bids presented to Council for approval in August/September of 2021 to stay on track with the development.

BUDGET IMPLICATIONS:

Budget Impact: The proposed professional services agreement with Clark Dietz Inc., is for \$180,859. Funding for this project is proposed to be from the Sanitary Sewer Fund.

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

Attach: 1

cc: Clark Dietz Inc.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH CLARK DIETZ INC. TO PROVIDE FINAL DESIGN SERVICES
FOR THE BRUSH COLLEGE AND REAS BRIDGE LIFT STATION AND
FORCEMAIN
CITY PROJECT 2020-06**

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

Section 1. That the Professional Services Agreement to provide final design services for the Brush College and Reas Bridge lift station and forcemain, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Clark Dietz Inc., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Clark Dietz Inc., for a fee not to exceed \$180,859.

PRESENTED and ADOPTED this 1st day of February 2021.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Exhibit 1

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

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.

- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission: Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
Coverage A: Statutory Limits
Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.
9. The Consulting Engineer along with the City shall be identified as an additional insured under the Contractors General Liability insurance policy.

E. TERMINATION

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

- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.
- Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights, not developed or licensed by the Consulting Engineer under a separate project. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the

Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.

- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.1 for services rendered by principals and employees assigned to the Project.

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

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.1.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage

of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.

3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2020

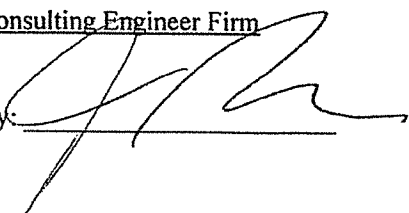
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: 

Last Revised: 08/11/2020

Brush College/Reas Bridge Road LS and Forcemain
 Engineering Design
 City of Decatur
 Hours Estimate
 January 7, 2021

	QAQC - Transportation	QAQC - Process	Project Manager	Engr. - Transportation	QAQC - Electrical	Mechanical Engr.	Structural Engr.	Project Engr.	PLS	Design Manager	Electrical Design	Engr. Design	Expenses	Total
Project Administration														
Monthly Status Reports			12											\$2,232
Field Work and Information Collection														\$2,232
Kickoff Meeting			4					2		2		2	\$100	\$33,117
Field Survey								40		8		40	\$1,680	\$1,543
Survey Data Reduction												40		\$10,896
Geotech coordination								4		2				\$4,216
Plat Preparation (assume 1 properties)								16	8					\$679
Easement Preparation								40	16					\$2,877
Sanitary District Coordination			16								4			\$6,515
Industrial coordination			8							8				\$3,520
EcoCat Review								2						\$2,681
30% Design														\$190
Finalize Design Criteria and Hydraulics		8	8					40						\$31,993
County Hwy Permit Requirements				8						2				\$6,708
Gravity Sewer and Forcemain Alignment								40		16		16		\$1,613
Right of Way location								8	8					\$7,879
Lift Station Layout								40		16		16		\$2,115
Electrical and Natural Gas Service Information and Coordination						4		2			20			\$7,879
30% Design Review Meeting			4					8		2		2	\$200	\$3,584
60% Design														\$2,214
60% Drawings		8	6	16	4			80		20	40	20		\$2,214
County Hwy Plan and Standard Drawing Coordination								4						\$42,485
Technical Specifications		4	6					40						\$21,360
Cost Estimate			4					8		2	20			\$3,009
Plan-in-Hand Walkthrough				8				8		8	8			\$8,351
60% Design Review Meeting			4					8		2	8	2	\$300	\$2,892
90% Design														\$4,657
90% Drawings	4	8	4	16	8	16	20	80		20	40	20		\$2,214
Specifications		8	16	16		8	20	40		20	20	20		\$57,482
Cost Estimate			4			4	4	8		4	8			\$30,950
														\$18,022
														\$4,489

Brush College/Reas Bridge Road LS and Forcemain
Engineering Design
City of Decatur
Hours Estimate
January 7, 2021

	QAQC - Transportation	QAQC - Process	Project Manager	Engr. - Transportation	QAQC - Electrical	Mechanical Engr.	Structural Engr.	Project Engr.	PLS	Design Manager	Electrical Design	Engr. Design	Expenses	Total
Permit Applications			4	2				8					\$50	\$1,884
90% Design Review Meeting			4							8			\$200	\$2,137
Bidding														\$13,550
Documents to City for Advertisement			8					8				16		\$3,936
Pre-Bid Meeting			2					8		8			\$200	\$2,526
Addendums			16					4		16				\$5,742
Bid Recommendation			4					2				2	\$200	\$1,345
Construction Engineering Services														TBD
Shop Drawing Review														TBD
Clarifications and Interpretations														TBD
Pre-Construction and Progress Meetings														TBD
RPR Services														TBD
Change Orders and Pay Application Review														TBD
Project Closeout and Record Drawings														TBD
TOTAL HOURS	4	36	134	66	12	32	44	548	32	144	168	176		
App. Direct Labor Rate	\$67.00	\$57.00	\$60.00	\$53.00	\$55.10	\$54.20	\$50.50	\$30.70	\$54.60	\$48.10	\$43.90	\$34.00		
Multiplier	3.1													
App. Total Labor Cost	\$207.70	\$176.70	\$186.00	\$164.30	\$170.81	\$168.02	\$156.55	\$95.17	\$169.26	\$149.11	\$136.09	\$105.40		
TOTAL COST	\$831	\$6,361	\$24,924	\$10,844	\$2,050	\$5,377	\$6,888	\$52,153	\$5,416	\$21,472	\$22,863	\$18,550	\$3,130	\$180,859

Note: This estimate makes the following assumptions:

1. The lift station will be located near the intersection of Reas Bridge and Brush College Roads. The City will take the lead with property negotiation. The forcemain will be along Hubbard Rd and discharge to the 27th St. sewer. We have included budget for easement preparation for areas that do not already have City easement.
2. The station and forcemain will be designed for flows of approximately 680 gpm easily expandable to approximately 1,300 gpm and with provision to be expanded up to approximately 2,600 gpm.
3. Power is assumed to be available adjacent to the site. This estimate does not include any easement needed for Ameren or electrical from a significant distance.
4. The City will contract directly with the geotechnical engineer.
5. The lift station will not have a building.
6. The lift station will have a generator.
7. Approximately 1,500-ft of gravity sewer design is included in addition to the lift station and forcemain.



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 PROJECT TIMELINE

City of Decatur

Project: Brush College/Reas Bridge Road LS and Forcemain

Clark Dietz - Expected Project Timeline

Notice to Proceed	February 2021
Field Work and Information Collection	February 2021-March 2021
30% Design Submittal	April 2021
60% Design Submittal	May 2021
90% Design Submittal	June 2021
Project Advertisement	July 2021
Bids Due	August 2021
Notice to Proceed	September 2021
Substantial Completion	August 2022
Final Completion	September 2022

* Deadline may be extended by a mutually agreed Change Order to this Agreement.



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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

Exhibit E

DATE (MM/DD/YYYY)
10/22/2020

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Linda Bomarito / Rachel Stein PHONE (A/C, No, Ext): 309-282-3903 FAX (A/C, No): 866-501-3945 E-MAIL ADDRESS: lbomarito@holmesmurphy.com														
INSURED Clark Dietz, Inc. 125 West Church Street Champaign, IL 61820		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: TWIN CITY FIRE INS CO CO</td><td>29459</td></tr><tr><td>INSURER B: HARTFORD ACCIDENT & IND CO</td><td>22357</td></tr><tr><td>INSURER C: SENTINEL INS CO LTD</td><td>11000</td></tr><tr><td>INSURER D: XL SPECIALTY INS CO</td><td>37885</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TWIN CITY FIRE INS CO CO	29459	INSURER B: HARTFORD ACCIDENT & IND CO	22357	INSURER C: SENTINEL INS CO LTD	11000	INSURER D: XL SPECIALTY INS CO	37885	INSURER E:		INSURER F:	
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INSURER D: XL SPECIALTY INS CO	37885															
INSURER E:																
INSURER F:																

COVERAGES**CERTIFICATE NUMBER:** 60543206**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		84SBWAC5926	11/01/20	11/01/21	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COM/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
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GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COM/OP AGG	\$ 2,000,000																			
	\$																			
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY		83UEGZV4783	11/01/20	11/01/21	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		84SBWAC5926	11/01/20	11/01/21	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																			
AGGREGATE	\$ 5,000,000																			
	\$																			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N N/A	84WEGA1H5Z	11/01/20	11/01/21	<table border="1"><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
☒ PER STATUTE ☐ OTH-ER																				
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																			
D	Professional Liability Claims Made		DPR9968076	11/01/20	11/01/21	<table border="1"><tr><td>Each Claim</td><td>5,000,000</td></tr><tr><td>Aggregate</td><td>5,000,000</td></tr></table>	Each Claim	5,000,000	Aggregate	5,000,000										
Each Claim	5,000,000																			
Aggregate	5,000,000																			

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

Project: Engineering Services and Sewer Studies Project

The City of Decatur and its officers and employees are named as additional insureds as it pertains to the General Liability Insurance policy on a primary and non-contributory basis. A 30-day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur

1 Gary K. Anderson Plaza

Decatur, IL 62523

USA

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

AUTHORIZED REPRESENTATIVE

Rachel Stein

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

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lbomaritoil
60543206

E-1

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 Champaign)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Clark Dietz, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

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

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 37-1212051.

B. CORPORATION

The State of Incorporation is Illinois

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):	
<u>Harvey M. Stephens</u>	<u>125 W. Church Street</u>	
Name	Company Address, Principal Office	
<u>205 S. Fifth Street, Suite 700</u>	<u>Champaign, IL 61820</u>	
P.O. Box 2459	City, State, Zip	
Address	<u>217.373.8900</u>	<u>217.373.8923</u>
<u>Springfield, IL 62705</u>	Telephone	Facsimile
City, State, Zip	<u>www.clarkdietz.com</u>	
<u>217.544.8491</u>	Website	
Telephone		

The corporate officers are as follows:

President: Charles E. Craddock

Vice President: Jerald T. Payonk

Secretary: Mustafa Z. Emir

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).

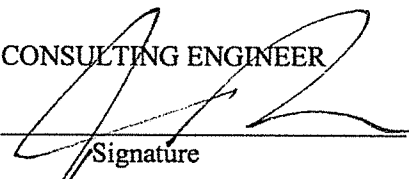
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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


Signature

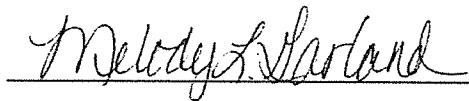
Gerald T. Payonk

Printed Name

Executive Vice President

Title

SUBSCRIBED and SWORN to before me this 8th day of January, 20 21.


Notary Public



SCHEDULE OF DIRECT LABOR RATES

CLARK DIETZ, INC.

January 1, 2021

<u>TITLE</u>	<u>HOURLY RATE RANGE</u>	
Principal	\$100.00	\$100.00
Engineer 8	89.50	96.30
Engineer 7	65.00	78.00
Engineer 6	51.00	68.00
Engineer 5	41.50	60.00
Engineer 4	43.25	54.00
Engineer 3	35.50	40.55
Engineer 2	32.25	40.00
Engineer 1	29.85	31.75
Technician 5	44.20	51.00
Technician 4	33.35	44.00
Technician 3	31.00	38.00
Technician 2	26.25	30.50
Technician 1	18.00	23.00
Clerical	17.00	38.80

Notes:

This schedule covers most of our employees. Some changes in job titles and salaries may occur due to employee changes. The rates in this schedule will be reviewed and adjusted as necessary, but not sooner than six months after the date of this schedule. Rates are the actual salaries or wages paid to employees of Clark Dietz.

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: _____

EXECUTIVE SUMMARY

The City of Decatur has been approached about developments in the Brush College/Reas Bridge Road vicinity. To support such developments, the City needs to provide sanitary sewer services to this area. The City retained Clark Dietz to prepare a Sewer Study for this area to determine:

- Service area
- Improvement phasing and flow rates
- Treatment and tie-in location
- Preliminary design criteria for the new infrastructure requirements
- Costs
- Recommendations

Service Area

The 550-acre target Service Area surrounding the Reas Bridge Road and Brush College Road intersection was outlined based on existing industry limits, site topography, and input from City staff. The general area that would be served by the new sewer is shown in Figure 1.

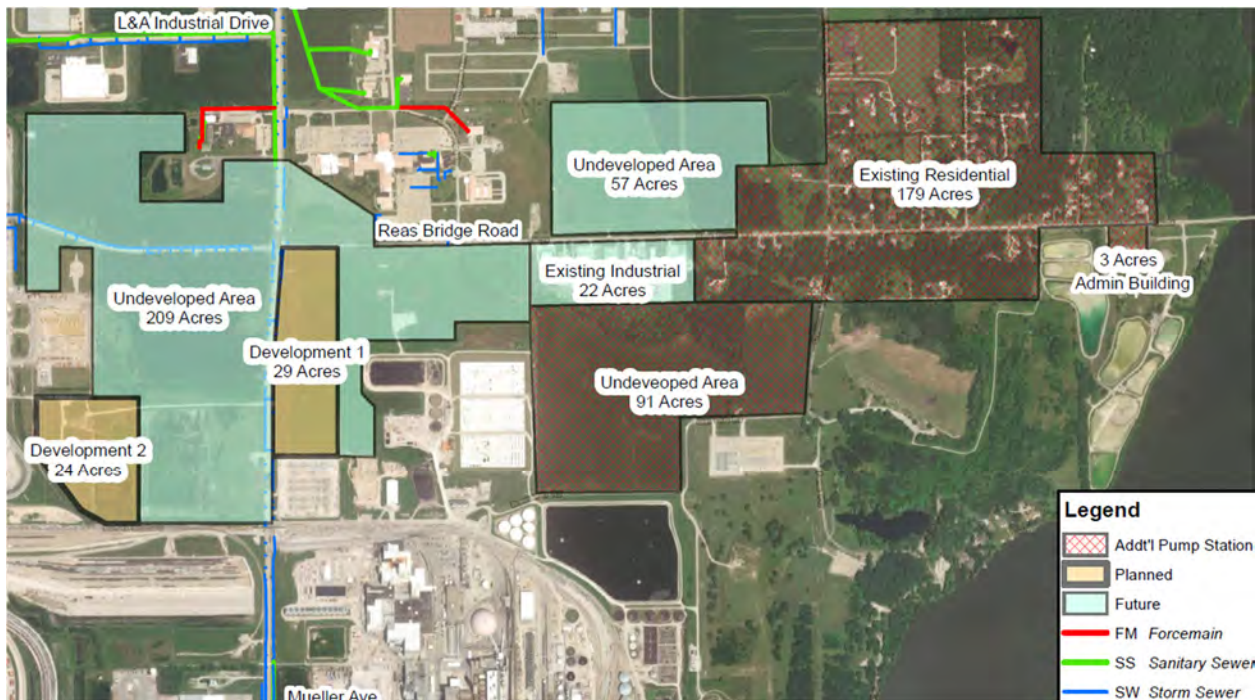


Figure 1. Identified Service Area for Sanitary Sewer

This Service Area encompasses the planned developments provided to Clark Dietz by the City (Development 1 and Development 2), undeveloped areas, and existing developed but unsewered areas. The areas shown in figure two labeled as either “planned” or “future” would be served by gravity sewers. The areas labeled as “Add’tl Pump Station” on the east side of the figure are location in low-lying areas and require an additional pump station to pump flow to the proposed new pump station.

Improvement Phasing and Flow Rates

The design sewer flow rates from the Service Area were calculated based on land area and anticipated (or existing) land use. To control costs and avoid oversizing planned infrastructure, sewerage of the Service Area was divided into three phases. These phases were defined as:

- Phase I – flow from the existing two planned developments plus 25% of the existing undeveloped area.
- Phase II – flow from the two planned developments plus 33% of the existing undeveloped area and providing sewer service to all the existing industrial and residential properties that do not currently have sewer service.
- Phase III – the same as Phase II with all the identified Service Area developed.

The acreages and estimated peak sewage design flow rates from these areas are summarized in Table 1.

Table 1. Phased Design Flow Summary

Development Phase	Planned Develop.	Add'l Service Area	Existing Industrial	Existing Residential	Water Plant Admin	Approx. Area (Acres)	Peak Design Flow (gpm)
Phase I	100%	25%	-	-	-	118	680
Phase II	100%	33%	100%	100%	100%	308	1,325
Phase III	100%	100%	100%	100%	100%	550	2,830

Treatment and Tie-in Location

Sanitary and industrial wastewater collected by the proposed new sewers will be directed to the City's existing collection system for conveyance to and treatment in the Sanitary District of Decatur's (SDD) existing wastewater treatment plant (WWTP). Based on discussions with the SDD, the WWTP has sufficient capacity to treat the expected flow rates.

The capacity of the four existing sanitary sewers closest to the Service Area were reviewed to determine their feasibility as tie-in locations. Connecting to the Faries Park Pump Station was also assessed. The feasible and cost-effective sanitary sewer tie-in location is the 27th Street sewer at the intersection of Hubbard Avenue. This gravity sewer flows to the SDD's Damon Avenue Pump Station. The calculated available capacity in this sewer is approximately 1,325 gpm, which was the basis of the Phase II flow rate selection. Flows greater than 1,325 gpm exceed the 27th Street sewer capacity and will require either increasing the 27th Street gravity sewer size or pumping from the new Service Area all the way to the Damon Avenue Pump Station.

The SDD feels that the Damon Avenue Pump Station has the capacity to accommodate the flows from the proposed Service Area. However, they are concerned about the capacity of the sewer system downstream of the Damon Avenue Pump Station. SDD has stated that this downstream sewer should be able to accommodate the Phase I flow from the Service Area but flows greater than this may require a capacity study of the downstream sewers.

Infrastructure Requirements

The Service Area will require gravity sewers to collect sanitary and industrial wastewater. Due to the topography of the Service Area in relation to the City's existing gravity sewers, collected wastewater needs to be pumped to the existing collection system. Therefore, there will be three components to the new infrastructure: gravity sewers, a pump station, and a forcemain. The length and size of the various components depends both on the flows and discharge location (discussed above) and also on the Pump Station Location.

Pump Station Location. Three potential pump station locations were evaluated for site constraints, forcemain length, gravity sewer requirements, and construction cost. The location at the intersection of Brush College Road and Reas Bridge Road (Figure 2) was determined to be the most feasible option because of its low initial cost and central location. The gravity sewer depth is minimized due to the central location and sewer is easily installed in the future along the surrounding main roads.



Figure 2. Preliminary Pump Station and Sewer Layout

Gravity Sewers. Gravity sewers will convey sanitary and industrial wastewater from the various developments in the Service area to a new pump station. We understand that the initial development in the service area will be on the southeast corner of the Reas Bridge Road and Brush College Road intersection. The pump station will be located near the Reas Bridge Road and Brush College Road intersection, therefore the initial need for municipal gravity sewers may be minimal. As this area is developed, additional gravity sewers will be required.

Pump Station. A new pump station at the intersection of Reas Bridge Road and Brush College Road will lift sewage from developments in this area to the existing collection system. Two 30-hp pumps are recommended for the Phase I projected flows based on the preliminary pumping calculations (Table 2). A third 30-hp pump would be installed in Phase II, which would give the station a rated capacity of 1,325 gpm. As the area becomes fully developed in Phase III, higher flows are expected, and additional improvements will include larger pumps and an expansion of the pump station facilities.

Table 2. Pumping and Forcemain Requirements

Phase	Peak Flow Range (gpm)		Assumed Area (Acres)	Forcemain (in)	Pump No	Flow per pump	Pump HP
I	270	680	118	8	1, 2	680	30
II	560	1,325	308	8	1, 2, 3	680	30
III	1,060	2,830	550	12 or 8 & 8	1, 2, 3	1,415	50

Forcemain. An 8-inch forcemain from the new pump station to the 27th Street sewer will maintain acceptable velocity for both Phase I and Phase II flows. A parallel 8-inch forcemain would be required to convey the additional flow from Phase III developments.

Costs

Capital cost estimates for each phase was estimated. Phase I is expected to be designed and constructed in 2021-2022. The costs estimated here are in 2021 dollars. The actual costs for Phase II and Phase III will depend, in part, on when they are constructed. The estimated probable construction costs for each phase are shown in Table 3.

Table 3. Preliminary Opinion of Probable Project Costs

	Phase I	Phase II	Phase III
Gravity Sewer	\$240,000	\$1,650,500	\$0
Pump Station	\$640,000	\$75,000	\$500,000
Forcemain	\$1,150,000	\$0	\$1,150,000
Land Acquisition/Easement	\$80,000	\$0	\$0
Add'l Pump Station and FM	\$0	\$0	\$1,500,000
Damon Downstream Sewer Study	\$0	\$150,000	\$0
Contingency (30%)	\$633,000	\$517,650	\$945,000
Design Engineering (8%)	\$168,800	\$138,040	\$252,000
Construction Engineering (6%)	\$126,600	\$103,530	\$189,000
Total	\$3,038,400	\$2,634,720	\$4,536,000

Recommendations

We recommend that for planning of this Service Area, improvements be divided into three phases as described herein. This phasing allows for reasonable capital expenditures and will avoid oversizing planned infrastructure before it is needed. Design of the first two phases should be such to anticipate Phase III flows for flexibility.

Phase I recommendations include the following improvements:

- The City purchase a 1-acre parcel for pump station at the Brush College Road and Reas Bridge Road intersection. Access to the pump station site should minimize traffic conflicts and be designed with enough space for operations and maintenance.
- A new pump station with a wetwell sized for Phase II flows, valve vault, electrical controls, and generator. The pump station will also include two 30 hp pumps submersible pumps designed to SDD's design requirements for their operation and control. Physical space and electrical capacity should be available for Phase II flows, but the additional pump required for Phase II will not be installed.
- An 8" forcemain will be installed along Hubbard Road to 27th Street.
- Approximately 1,500 feet of gravity sewer will be install south along Brush College Road to provide service for the initial developments.

Phase II recommendations include:

- Prior to any improvement work, a sewer capacity study downstream of the Damon Avenue pump station is required to satisfy SDD's concerns about the remaining capacity in this sewer. This capacity study should:
 - o Review the design capacity (slopes, pipe size, downstream constraints),
 - o Televis to identify pipe condition,
 - o Install flow monitoring at several locations along length of the sewer and collect several months of data,
 - o Analyze the impact of rain events on sewer flow rates as compared to dry weather flow to determine how much of the capacity of the sewer is utilized during various design rainfall events,
 - o Predict the likelihood and location of CSO/SSO events currently and with any additional flow from new developments in the service area, and
 - o Recommend improvements and maximum remain capacity
 - o Note: Any additional improvements recommended by the sewer capacity study downstream of the Damon Avenue pump station are not included here or in the cost estimates.
- Add one additional 30-hp pump to the pump station.
- Provide approximately 8,300 feet of additional gravity sewer to service new developments. These new gravity sewers should be installed as demand requires.

Phase III recommendations include:

- Add a second wetwell sized for Phase III flows including an additional valve vault, electrical controls, and generator.
- Upgrade the pumps with larger pumps to service the additional flow.
- Install a parallel 8" Forcemain along Hubbard Road to 27th Street.
- Install an additional pump station at the east side of the Service area and a forcemain to the east end of the new gravity sewer installed in Phase II.

Public Works

DATE: 1/15/2021

MEMO: 2021-08

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution to Appropriate Motor Fuel Tax Funds to Pay the City's Portion to Improve the Center Street Bridge over Stevens Creek,
SN: 058-3061 City Project 2019-04.

SUMMARY RECOMMENDATION: It is recommended that the City Council authorize the Mayor to sign, and the City Clerk to attest, to the following resolutions:

1. Resolution appropriating \$290,000.00 in State Motor Fuel Tax (MFT) funds using Rebuild Illinois Bond Grants to pay for the City's \$260,000.00 match with the State and a \$30,000.00 contingency, for the improvement of the Center Street Bridge over Stevens Creek (SN 058-3061).
2. Resolution appropriating \$19,833.00 in State Motor Fuel Tax (MFT) funds using Rebuild Illinois Bond Grants to pay \$19,833.00 for a construction engineering agreement with WHKS to perform construction engineering services for the improvement of the Center Street Bridge over Stevens Creek (SN 058-3061).
3. Resolution authorizing a Local Public Agency Agreement for Federal Participation to improve the Center Street Bridge over Stevens Creek (SN 058-3061). The Agreement authorizes a \$1,300,000.00 bridge reconstruction project with Federal funding at 80% up to a maximum of \$1,040,000.00 with the remaining 20%, estimated at \$260,000.00, being owed by the City.

BACKGROUND:

All bridges in the United States, including those owned by the City are required by the Federal Government to be inspected to assure the safety of the structures. The Center Street Bridge condition has been declining rapidly since the bridge inspection report in 2016. In 2019 the City completed a scheduled inspection and found additional deterioration of the deck beams that required the bridge to reduce to one lane to move traffic from the deteriorated sections. Under the National Bridge Inspection System (NBIS) guidelines required by the Federal Highway Administration, the Center St Bridge has a superstructure rating of "3" (Serious Condition) on a scale of 0-9 (0=Required Closure, 9=New).

Federal funding was secured to assist in replacing the bridge. The attached Agreement allocates Federal funding at 80% up to \$1,040,000 of the estimated \$1,300,000 total construction cost. The City match is estimated to be \$260,000.

The City also seeks a construction engineering agreement with WHKS & Co for \$19,833 to perform shop drawing review, assist with contractor questions, project coordination and allow for site visits as needed.

It is proposed that \$309,833 in State Motor Fuel Tax funds using Rebuild Illinois Bond Grants be authorized to cover the City's \$260,000 match and \$19,833 construction engineering agreement with a 30,000 contingency. The City's portion is proposed to be paid from the Illinois Bond Grants awarded to the City as additional motor fuel tax funds that need to be used for bondable capital improvement projects. The City is ultimately responsible for all construction costs in excess of \$1,040,000.

Because the project will utilize Federal funds, the work will be completed under a State contract with the City providing the daily project inspection under IDOT supervision. The Local Agency Agreement authorizes the use of Federal funds for the project and for the State to oversee the construction contract.

Center Street will be closed during the bridge replacement project. As shown on the attached location map, the City will work with the Decatur Park District to reroute a portion of the adjacent bike trail by assisting in the construction of a spur from Hunt Street to the bike trail.

PRIOR COUNCIL ACTION:

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

October 3, 2016 – The City Council authorized Resolution R2016-116 approving a Professional Engineering Services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform bridge inspections and prepare preliminary bridge condition reports for a fee of \$77,803.80. The Center St Bridge over Stevens Creek was one of the bridges inspected by AECOM.

October 11, 2019 – The City Council was given a memorandum detailing the updated condition of the Center Street Bridge, requiring closure of the north lane reducing the bridge to one lane.

January 21, 2020 – City Council approved Resolution R2020-09 appropriating \$305,114.20 in State Motor Fuel Tax (MFT) funds to pay for the agreement with WHKS & Co to perform bridge design services for the Center Street Bridge over Stevens Creek.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES: Illinois Department of Transportation, Decatur Park District

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The Local Public Agency Agreement for Federal Participation authorizes a total project amount of \$1,300,000.00 for the Center Street Bridge over Stevens Creek (SN 058-3061) with Federal funding up to \$1,040,000.00. The City's match is estimated to be \$260,000.00. The City will be responsible for the balance required above the agreement amounts. City funding is proposed to be allocated in the State Motor Fuel Tax fund using Rebuild Illinois Bond Grant at \$309,833. This also includes a \$30,000 contingency and a 19,833 Construction Engineering Agreement with WHKS.

Staffing Impact: Staff time is allocated to manage the Center Street Bridge Replacement Project.

Construction Schedule:

The project is scheduled for a State bid letting on March 5, 2021. Construction should begin in the spring and be completed late 2021. Center Street will be closed during construction.

ATTACHMENTS:

Description	Type
Resolution to Appropriate MFT Funds to pay the City's Portion to Improve the Center Street Bridge over Stevens Creek	Resolution Letter
Location Map	Backup Material

RESOLUTION _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS TO PAY THE CITY'S
PORTION TO IMPROVE THE CENTER STREET BRIDGE OVER STEVENS CREEK,
SN: 058-3061
CITY PROJECT 2019-04**

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

Section 1. That there is hereby appropriated the sum of \$290,000 of State Motor Fuel Tax funds using Rebuild Illinois Bond Grants for the purpose of paying the City's share of Motor Fuel Tax eligible costs for the Center Street Bridge over Stevens Creek Replacement under the applicable provisions of the Illinois Highway Code.

Section 2. That only those sidewalks, streets, highways, bridges; and operations as listed and described as part of the Center Street Bridge over Stevens Creek Replacement project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 19-00904-00-BR.

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

Section 4. That the Clerk shall immediately execute four original BLR 09110 forms, attached hereto as Exhibit A and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 1st day of February, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

Exhibit A



**Illinois Department
of Transportation**

Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Resolution Number

Section Number

Supplemental

19-00904-00-BR

BE IT RESOLVED, by the Council

Governing Body Type

of the City

Local Public Agency Type

of Decatur

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Center St Bridge	058-3061	FAU 7374	1.5 M West of FAU 7429	Stevens Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Complete removal and replacement of existing structure.

2. That there is hereby appropriated the sum of Two Hundred Ninety Thousand and 00/100

Dollars (\$290,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim L. Althoff

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Decatur

at a meeting held on February 1, 2021

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of February, 2021

Day

Month, Year

(SEAL)

Clerk Signature

Date

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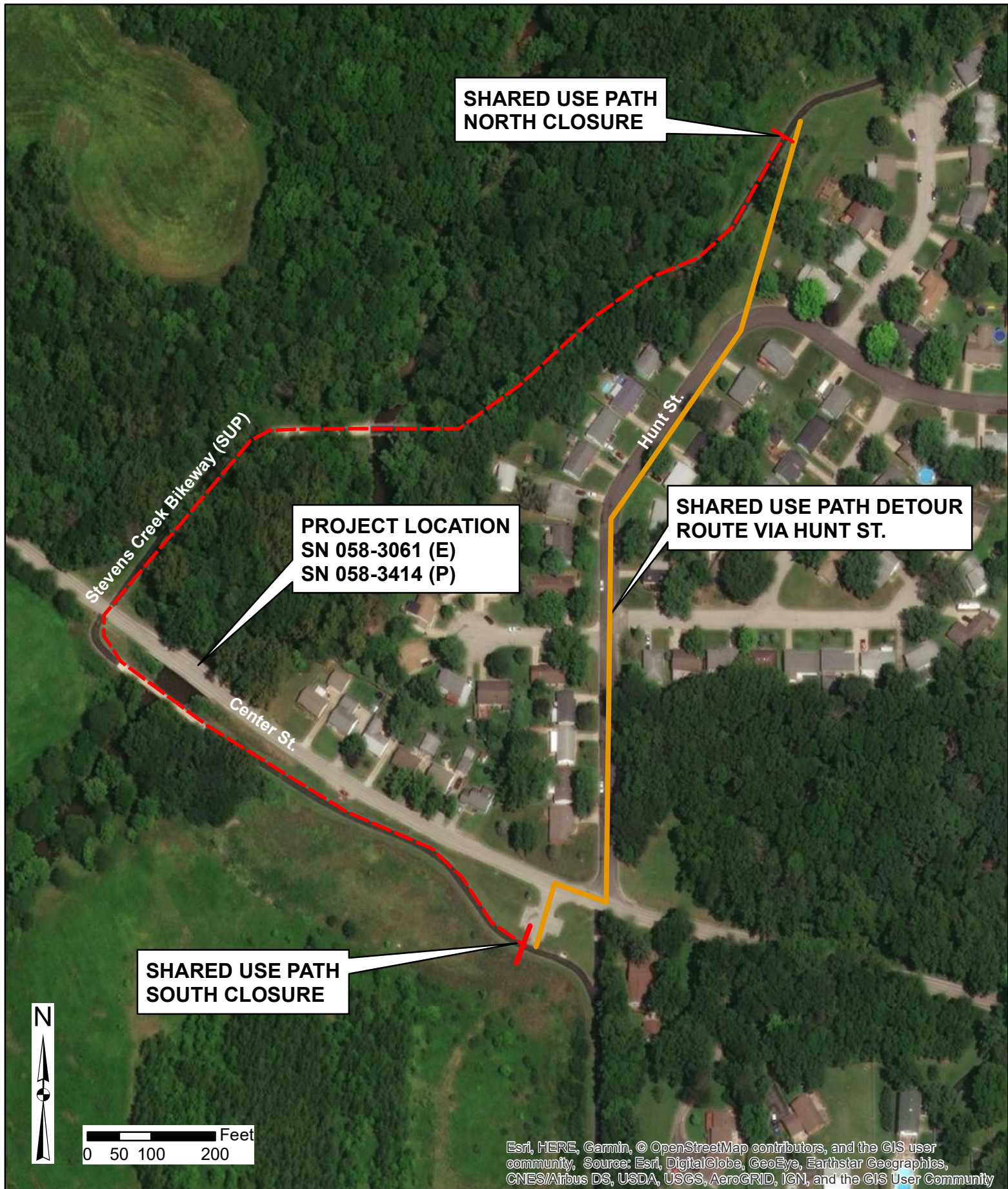
Approved

Regional Engineer

Department of Transportation

Date

--	--



DESCRIPTION

WHKS No. 9012
Center St (FAU 7374) over Stevens Creek
Section 8, T16N, R2E, 3rd P.M.
Section 19-00904-00-BR
Macon County
City of Decatur

ATTACHMENT 14A S.U.P. DETOUR ROUTE (RECOMMENDED)

whks

engineers + planners + land surveyors

Page 53 of 157

Public Works

DATE: 1/15/2021

MEMO: 2021-08

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution to Appropriate Motor Fuel Tax Funds to Pay the Engineering Services Agreement to Improve the Center Street Bridge Over Stevens Creek, SN: 058-3061 City Project 2019-04.

SUMMARY RECOMMENDATION: Please refer to Council Memo 2021-08

ATTACHMENTS:

Description	Type
Resolution to Appropriate Motor Fuel Tax Funds to Pay the Engineering Services Agreement to Improve the Center Street Bridge Over Stevens Creek	Resolution Letter

RESOLUTION _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS TO PAY THE
ENGINEERING SERVICES AGREEMENT TO IMPROVE THE CENTER STREET
BRIDGE OVER STEVENS CREEK,
SN: 058-3061
CITY PROJECT 2019-04**

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

Section 1. That the Preliminary Engineering Services Agreement for Motor Fuel Taxes for construction services for the Center Street Bridge over Stevens Creek, presented to the Council herewith, as Exhibit A and made part hereof, between the City of Decatur and be, and the same hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Preliminary Engineering Services Agreement for Motor Fuel Tax Funds between the City of Decatur and the State of Illinois, acting through the Illinois Department of Transportation.

Section 3. That there is hereby appropriated the sum of \$19,833.00 of State Motor Fuel Tax funds using Rebuild Illinois Bond Grants for the purpose of paying the City's share of Motor Fuel Tax eligible costs for the Center Street Bridge over Stevens Creek Replacement under the applicable provisions of the Illinois Highway Code.

Section 4. That only those sidewalks, streets, highways, bridges; and operations as listed and described as part of the Center Street Bridge over Stevens Creek Replacement project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 19-00904-00-BR.

Section 5. That the Clerk shall, as soon as practicable after the close of the project, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this project; and,

Section 6. That the Clerk shall immediately execute four original BLR 09110 forms, attached hereto as Exhibit B and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 1st day of February, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

Exhibit A

Municipality City of Decatur	L O C A L	 Illinois Department of Transportation	C O N S U L T A N T	Name WHKS & Co
Township		Preliminary Engineering And Construction Guidance Agreement For Motor Fuel Tax Funds		Address 3695 6 th Street Frontage, Suite A
County Macon	A G E N C Y			City Springfield
Section 19-00904-00-BR				State Illinois

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

Section Description

Name Center Street (FAU 7374) over Steven's Creek - Bridge Replacement

Route FAU 7374 Length 500.00 FT (.095 Miles) (Structure No. 058-3414)

Termini Center Street-As necessary to tie bridge approaches into existing roadway.

Description:

Center Street- Removal and replacement of existing bridge structure including necessary approach roadway work.

Agreement Provisions

The Engineer Agrees,

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

NOTE: Four Copies to be submitted to the Regional Engineer

- i. ☐ Prepare the Project Development Report when required by the DEPARTMENT.
- j. ☐ Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. ☐ Assist the LA in the tabulation and interpretation of the contractors' proposals.
- l. ☒ Furnish construction guidance. Construction guidance shall include:
 - (1) Consultation on interpretation of plans and specifications and changes during construction.
 - ~~(2) Checking all shop and working drawings. SEE ADDENDUM~~
 - (3) Periodical job-site observation as construction progresses.
 - ~~(4) Reviewing and checking all reports by testing laboratories on equipment and material tested.~~
 - ~~(5) Reviewing and checking all payment estimates, change orders, records and reports required by the DEPARTMENT.~~
 - ~~(6) Conducting final observation of construction and preparation of final papers and reports.~~
2. That all reports, plans, plats and special provisions to be furnished by the ENGINEER, pursuant to this AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It being understood that all such reports, plats, plans and drafts shall before being finally accepted be subject to approval by the LA and the DEPARTMENT.
3. To attend conferences at any reasonable time when requested to do so by the LA or the DEPARTMENT.
4. In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. That basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES,

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

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost	Fee Schedule	
Under \$50,000	_____	(see note)
	_____	%
	_____	%
	_____	%
	_____	%
	_____	%

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

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1i & 1j at actual cost of performing such work plus _____ percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus, payrolls insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraphs cited above. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classification for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. ~~To pay for the services stipulated in paragraph 1l a sum of money equal to thirty-five (35) percent of the amount determined by multiplying the final contract cost by the percentage(s) set forth under paragraph 1a or 1b of THE LA AGREES. SEE ADDENDUM~~
4. That payments due the ENGINEER for services rendered in accordance with the AGREEMENT will be made as soon as practicable after the services have been performed, ~~in accordance with the following schedule:~~
- a. ~~Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraph 1a through 1j under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the Department, 90 percent of the total fee due for paragraphs 1a through 1j.~~
 - b. ~~Upon award of the contract for the improvement by the LA and its approval by the Department, 100 percent of the total fee due for paragraphs 1a through 1j, less any amounts paid under "a" above.~~
 - c. ~~Upon completion of the improvement and its final acceptance by the Department the total fee due for paragraphs 1k and 1l.~~
- By mutual agreement, partial payments ~~not to exceed 90 percent of the amount earned~~ may be made from time to time as the work progresses.
5. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a through 1j and prior to the completion of such services the LA shall reimburse the ENGINEER for his actual costs plus 190 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 above.
6. That, should the LA require changes in any of the detailed plans, specifications, or estimates, except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 190 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 above. It is understood that "changes" as used in this paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 5 of THE LA AGREES.
 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
 4. That the ENGINEER warrants that he/she has not employed or retained any company or person other than a bona fide employee working solely for the ENGINEER to solicit or secure this contract and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
-

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

Executed by the LA:

ATTEST:

By _____

City _____ Clerk

(Seal)

Executed by the ENGINEER

ATTEST:

By Cory W. Chamberlain Digitally signed by Cory Chamberlain
Date: 2021.01.11 09:07:52-0500

Title Principal

City of Decatur of the
(Municipality/Township/County)

State of Illinois, acting by and through its

City Council

By _____

Title _____

By [Signature]

Title Vice President

Approved _____ Date Department of Transportation _____ Regional Engineer

ADDENDUM

**Preliminary Engineering And Construction Guidance Agreement
For Motor Fuel Tax Funds**

Center Street (FAU 7374) over Steven's Creek Bridge Replacement

Revise item I (2) under Section 1 of THE ENGINEER AGREES to:

- (2) Review Steel I beam and Cofferdam shop drawings for general conformance to plans and specifications.

Revise item 3 of THE LA AGREES to read as follows:

The LA AGREES To pay the ENGINEER as compensation for all services performed as stipulated in paragraph 1I a sum of money ESTIMATED TO BE \$19,833.00 which includes estimated out-of-pocket expenses of \$441 as shown in Attachment A.



ATTACHMENT A

Engineering Estimate Summary	
WHKS Labor Fee (Est)	\$ 19,392.00
WHKS Direct Cost (Est)	\$ 441.00
Sub - Survey/ROW Plans	\$ -
Sub - Soil Borings	\$ -
Contingency	0%
Total Engineering Estimate	\$ 19,833.00

% of Estimated Construction Cost	
Est. Construction Cost	\$ 1,000,000.00
% Const w/o contingency	2.0%
% Const w contingency	2.0%

3655 S. 4th Street, Suite A
Springfield, IL 62703
Phone: (217) 443-5415
Fax: (217) 443-5415
Mult = 3.20

Project Data

Client: City of Decatur
Route: Center Street (FAU 7374)
Section No.: 19-00904-00-BR
Structure #s: 058-3414 (P), 058-3061 (E)

Scope: Review shop drawings for Steel I-beams for general conformance to plans and specs.
Review Contractor submittal for connections. Assist the City with minor construction questions as
necessary (assume 24 hours). Assume 4 site visits needed for duration of project to answer construction
related questions. No construction observation or documentation assumed. Fabrication inspection by
IDOT (Letter of Request to be sent by Decatur after award).

Item	Description	Total Hours	Project Manager	Transportation Eng III	Transportation Eng II	Transportation Eng I	Structural Eng III	Structural Eng II	Structural Eng I	Hydraulic Eng III	Hydraulic Eng II	Hydraulic Eng I	Engineering Tech III	Engineering Tech II	Engineering Tech I	Const Observer	Admin
001 Project Administration																	
01	Project Admin and Management	4	4														
02	Billing/Invoicing (1 hour/invoice x 3 invoices)	3	3														
03		0															
	Labor Hours Subtotal	7	7														
	Labor Costs Subtotal	\$ 1,344.00	\$ 1,344.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
002 Construction Related Services																	
01	Steel Shop Drawing Review/Coordination	29	1				4										
02	Contractor Drawing and Calculation Review/Coordination	15	1				2										
03	Precon Meeting (assume 2 people at 4 hours with drive)	8		4			4										
04	In-House Questions and Coordination (assume 24 hours)	24	4	10			10										
05	Site Visits- Assume 4 (2 people 4hrs each with drive)	32		16			16										
06		0															
	Labor Hours Subtotal	108	6	30	0	0	36	36	0	0	0	0	0	0	0	0	0
	Labor Costs Subtotal	\$ 18,048.00	\$ 1,152.00	\$ 5,376.00	\$ -	\$ -	\$ 6,336.00	\$ 5,184.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		91%															
Total Labor Hours		115	13	30	0	0	36	36	0	0	0	0	0	0	0	0	0
Total Labor Cost		\$ 10,992.00	\$ 2,409.00	\$ 5,376.00	\$ -	\$ -	\$ 6,336.00	\$ 5,184.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

City of Decatur
Center St Bridge Replacement (058-3414)
WHKS - Estimated Direct Expenses

Mileage

Assumptions: Following are estimated trips between the WHKS Springfield office and the Project Site or City of Decatur Offices (approximately 100 miles/round trip).

- 1 trips for Precon Meeting = 100 x \$0.58	\$ 58.00
- 4 trips for construction related inspections of project = 4 x 100 x \$0.58	\$ 232.00
Mileage Total =	\$ 290.00

Meals

Assumptions: 1 (one) lunch meal for day of inspection per person. Assume 2 people per trip.

1 meal for day of inspection, \$12 per meal per person = 2 x \$12 x (4 trips)	\$ 96.00
Meals Total =	\$ 96.00

Printing/Copying

Assumptions: Only printing and or copying at WHKS office. 11x17 sets. No full size sheets.

Misc documentation for various approvals (assume 2 submittals @ 25 pages) = 2 x 25 x \$0.10/copy	\$ 5.00
Print/Copy Total =	\$ 5.00

Postage

Assumptions: Fedex shipping of plans and specifications

Shop Drawings (Beams)	\$ 25.00
Shop Drawings (Cofferdams)	\$ 25.00
Postage Total =	\$ 50.00

TOTAL ESTIMATED DIRECT EXPENSES = \$ 441.00

The logo for WHKS, featuring the lowercase letters "whks" in a blue, sans-serif font. A light blue curved line sweeps under the letters from the left.

Exhibit B



**Illinois Department
of Transportation**

**Resolution for Improvement
Under the Illinois Highway Code**



Is this project a bondable capital improvement?

☒ Yes ☐ No

Resolution Type

Resolution Number

Section Number

Supplemental

19-00904-00-BR

BE IT RESOLVED, by the Council

Governing Body Type

of the City

of Decatur

Name of Local Public Agency

Local Public Agency Type

Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed
Center St Bridge	058-3061	FAU 7374	1.5 M West of FAU 7429	Stevens Creek

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Complete removal and replacement of existing structure.

2. That there is hereby appropriated the sum of Nineteen Thousand, Eight Hundred Thirty-Three and 00/100-----

Dollars (\$19,833.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim L. Althoff

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Decatur

Governing Body Type

Name of Local Public Agency

at a meeting held on February 1, 2021

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of February, 2021

Day

Month, Year

(SEAL)

Clerk Signature

Date

--	--

Approved

Regional Engineer

Department of Transportation

Date

--	--

Public Works

DATE: 1/15/2021

MEMO: 2021-08

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Local Public Agency Agreement for Federal Participation with the State of Illinois to Improve the Center Street Bridge over Stevens Creek SN: 058-3061 City Project 2019-04.

SUMMARY RECOMMENDATION: Please refer to Council Memo 2021-08

ATTACHMENTS:

Description	Type
Resolution Authorizing a Local Public Agency Agreement for Federal Participation with the State of Illinois to Improve the Center Street Bridge over Stevens Creek	Resolution Letter

CITY OF DECATUR
Section No.: 19-00904-00-BR
Project No.: YBF1(666)
Job No.: C-97-107-21

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A LOCAL PUBLIC AGENCY AGREEMENT FOR
FEDERAL PARTICIPATION WITH THE STATE OF ILLINOIS TO IMPROVE THE
CENTER STREET BRIDGE OVER STEVENS CREEK
SN: 058-3061
CITY PROJECT 2019-04**

WHEREAS, the City of Decatur endeavors to improve Center Street by the replacement of a bridge superstructure over Stevens Creek, known to the Illinois Department of Transportation as MFT Section Number 19-00904-00-BR and State Job Number C-97-107-21.

WHEREAS, the cost of said improvement has necessitated the use of Federal funds, and;

WHEREAS, the Federal funding source requires a match of local funds, and;

WHEREAS, the use of Federal funds requires a joint funding AGREEMENT with the Illinois Department of Transportation.

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

Section 1. That the City Council of the City of Decatur, Illinois authorizes an amount not to exceed Two Hundred and Sixty Thousand Dollars (\$260,000.00), in State Motor Fuel Tax funds using Rebuild Illinois Bond Grants to match Federal funds in the completion of the aforementioned project known as MFT Section Number 19-00904-00-BR.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute the above-mentioned AGREEMENT and any other such documents related to advancement and completion of said project, hereto attached as Exhibit A.

PRESENTED and ADOPTED this 1st day of February, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM L. ALTHOFF, CITY CLERK

Exhibit A



**Illinois Department
of Transportation**

**Local Public Agency Agreement
for Federal Participation**



LOCAL PUBLIC AGENCY

Local Public Agency		County	Section Number
City of Decatur		Macon	19-00904-00-BR
Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	DUATS	DEC19-12

☒ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☐ Local Administered Engineering ☐ Right-of-Way

Construction

Job Number Project Number

C-97-107-21 YBF1(666)

Engineering

Job Number Project Number

Right of Way

Job Number Project Number

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

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	To
West Center Street	FAU 7374	0.01 mile	1.41	1.42

Location Termini

1.5 miles West of FAU 7429 at Stevens Creek

Current Jurisdiction

City of Decatur

Existing Structure Number(s)

058-3061

Add Location

Remove

PROJECT DESCRIPTION

Complete removal and replacement of existing structure.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

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

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

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

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

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

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

☒ METHOD C - LPA's Share \$260,000.00 divided by estimated total cost multiplied by actual progress payment.

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

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

THE LPA AGREES:

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

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA's** fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

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

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

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

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

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

☐	1.	Location Map
☐	2.	Division of Cost
☒	3.	LPA Appropriation Resolution
Add Row		

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

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Julie Moore-Wolfe

Title of Official

Mayor

Signature

Date

The above signature certifies the agency's Tin number is
376001308 conducting business as a Governmental Entity.

Duns Number 075613000

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Acting Secretary

Date

By:

Director of Planning & Programming

Date

Director of Planning & Programming

Date

Philip C. Kaufmann, Chief Counsel

Date

Joanne Woodworth, Acting Chief Fiscal Officer

Date

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

ADDENDA NUMBER 2

Local Public Agency City of Decatur	County Macon	Section Number 19-00904-00-BR
---	------------------------	---

Construction		Engineering		Right of Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-97-107-21	YBF1(666)				

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Participating Construction	STU	\$1,040,000.00	80%				Local	\$260,000.00	20%	\$1,300,000.00
Total		\$1,040,000.00		Total			Total		\$260,000.00	\$1,300,000.00

Add

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

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

Public Works

DATE: 1/22/2021

MEMO: 2021-12

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager

Matthew C. Newell, P.E., Public Works Director

SUBJECT: Resolution Authorizing the Purchase of Property and Temporary Easements on the Northeast Corner of North Brush College Road and Faries Parkway for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks.

City Project 2009-33

Section 09-00933-01-BR

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor, City Manager, or an authorized designee, to sign the documents related to the purchase of property at the Northeast Corner of North Brush Collage Road and Faries Parkway for \$13,840. It is expected that the City will be reimbursed up to \$11,072 (80%) from the Illinois Competitive Freight Program. The remaining 20% will be paid with State Motor Fuel Tax funds.

BACKGROUND:

On January 21, 2020, the City Council approved Amendment #1 to an agreement with the State of Illinois that allocated Freight Grant funding for the purchase of right of way for the Brush College / Faries Parkway Grade Separation Project. The proposed expenditure is for a total of \$13,480 which includes \$11,072 in Federal funds from the \$25 million grant awarded to the City through the Illinois Competitive Freight Program. The balance of the required funds, \$2,768, will be paid from the City's allocation of State Motor Fuel Tax funds. The appraised value of the property is \$5,100. Since the cemetery's main entrance on Brush College Road is being permanently closed due to the construction of the new bridge, it was agreed to pay for additional work to reorient the main entrance to East Harrison by assisting with the construction of a new sign and additional fence modifications. These changes make up the additional costs proposed in the agreement.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Crawford, Murphy & Tilly, Inc.

LEGAL REVIEW: The agreements are standard IDOT documents.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The resolution authorizes the expenditure of \$13,840 for the purchase of portions of the property at the Northeast Corner of North Brush Collage Road and Faries Parkway with an expected reimbursement of up to \$11,072 from the Illinois Competitive Freight Program and the balance being paid from the City's allocation of State Motor Fuel Tax Funds.

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

Schedule, Design and Construction:

This purchase will be executed upon approval by the Council. Construction for the Brush College improvement is planned to begin in 2021.

COPY: Crawford, Murphy & Tilly, Inc.

ATTACHMENTS:

Description	Type
Resolution Authorizing the Purchase of Property and Temporary Easements on the Northeast Corner of North Brush College Road and Faries Parkway	Resolution Letter
Appendix A	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY AND
TEMPORARY EASEMENTS ON THE NORTHEAST CORNER OF NORTH BRUSH
COLLEGE ROAD AND FARIES PARKWAY FOR THE IMPROVEMENT OF BRUSH
COLLEGE ROAD OVER FARIES PARKWAY AND THE NORFOLK SOUTHERN
RAILROAD TRACKS
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

Section 1. That the Mayor, City Manager, or their authorized designee, are authorized to execute the documents relating and necessary to acquire the following described property and temporary easements:

A part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 16 North, Range 3 East of the Third Principal Meridian, situated in the County of Macon, State of Illinois, being more particularly described as follows:

Commencing at a found IDOT Vault at the Southwest Corner of said Section 5; thence North 00 degrees 08 minutes 24 seconds West (Bearings based on Illinois State Plane Coordinates, East Zone NAD 83 -2011 Adj.) along the west line of said Section 5, a distance of 83.17 feet; thence North 87 degrees 48 minutes 04 seconds East 25.02 feet to the intersection of the existing northerly right of way line of Norfolk Southern Railroad and the existing east right of way line of Brush College Road, also being the Point of Beginning; thence North 00 degrees 08 minutes 24 seconds West along the existing east right of way line of Brush College Road 243.97 feet; thence North 89 degrees 02 minutes 25 seconds East along said existing east right of way line 1.00 feet; thence South 00 degrees 08 minutes 24 seconds East 243.95 feet to the existing northerly right of way line of Norfolk Southern Railroad; thence South 87 degrees 48 minutes 04 seconds West along said existing northerly right of way line 1.00 feet to the Point of Beginning. Said parcel contains 0.005 acres (244 square feet), more or less.

Temporary Easement 1:

A part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 16 North, Range 3 East of the Third Principal Meridian, situated in the County of Macon, State of Illinois, being more particularly described as follows:

Commencing at a found IDOT Vault at the Southwest Corner of said Section 5; thence North 00 degrees 08 minutes 24 seconds West (Bearings based on Illinois State Plane Coordinates, East Zone NAD 83 -2011 Adj.) along the west line of said Section 5, a distance of 83.17 feet; thence North 87 degrees 48 minutes 04 seconds East 25.02 feet to the intersection of the existing northerly right of way line of Norfolk Southern Railroad and the existing east right of way line of Brush College Road; thence continuing North 87 degrees 48 minutes 04 seconds East along the existing northerly

right of way line of Norfolk Southern Railroad 1.00 feet; thence North 00 degrees 08 minutes 24 seconds West 40.71 feet to the Point of Beginning; thence continuing North 00 degrees 08 minutes 24 seconds West 22.00 feet; thence North 89 degrees 51 minutes 36 seconds East 36.00 feet; thence South 00 degrees 08 minutes 24 seconds East 22.00 feet; thence South 89 degrees 51 minutes 36 seconds West 36.00 feet to the Point of Beginning. Said parcel contains 0.018 acres (792 square feet), more or less.

Temporary Easement 2:

A part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 16 North, Range 3 East of the Third Principal Meridian, situated in the County of Macon, State of Illinois, being more particularly described as follows:

Commencing at a found IDOT Vault at the Southwest Corner of said Section 5; thence North 00 degrees 08 minutes 24 seconds West (Bearings based on Illinois State Plane Coordinates, East Zone NAD 83 -2011 Adj.) along the west line of said Section 5, a distance of 327.68 feet; thence North 89 degrees 02 minutes 25 seconds East 25.00 feet to the existing east right of way line of Brush College Road; thence continuing North 89 degrees 02 minutes 25 seconds East along said existing east right of way line 1.00 feet to the Point of Beginning; thence continuing North 89 degrees 02 minutes 25 seconds East along said existing east right of way line 15.00 feet; thence South 00 degrees 08 minutes 24 seconds East 20.00 feet; thence South 89 degrees 02 minutes 25 seconds West 15.00 feet; thence North 00 degrees 08 minutes 24 seconds West 20.00 feet to the Point of Beginning. Said parcel contains 0.007 acres (300 square feet), more or less.

Temporary Easement 3:

A part of the Southwest Quarter of the Southwest Quarter of Section 5, Township 16 North, Range 3 East of the Third Principal Meridian, situated in the County of Macon, State of Illinois, being more particularly described as follows:

Commencing at a found IDOT Vault at the Southwest Corner of said Section 5; thence North 00 degrees 08 minutes 24 seconds West (Bearings based on Illinois State Plane Coordinates, East Zone NAD 83 -2011 Adj.) along the west line of said Section 5, a distance of 327.68 feet; thence North 89 degrees 02 minutes 25 seconds East 25.00 feet to the existing east right of way line of Brush College Road; thence continuing North 89 degrees 02 minutes 25 seconds East along said existing east right of way line and the south line of Industrial Park First Addition (as recorded in Book 1575 Page 40, in the Macon County Recorder's Office) 619.88 feet to the Point of Beginning; thence continuing North 89 degrees 02 minutes 25 seconds East along the south line of said Industrial Park First Addition 80.01 feet; thence South 00 degrees 05 minutes 50 seconds East 20.00 feet; thence South 89 degrees 02 minutes 25 seconds West 80.01 feet; thence North 00 degrees 05 minutes 50 seconds West 20.00 feet to the Point of Beginning. Said parcel contains 0.037 acres (1600 square feet), more or less.

For highway purposes, specifically the Warranty Deed, Receipt of Conveyance Documents and Disbursement Statement, and PTAX Illinois Real Estate Transfer Declaration.

Section 2. That there is hereby authorized the expenditure of \$13,840.00 of State Motor Fuel Tax funds for the purpose of purchasing said property and temporary easements with an expected \$11,072 reimbursement from the Illinois Competitive Freight Program.

PRESENTED and ADOPTED this 1st day of February, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

APPENDIX A

PRIOR COUNCIL ACTION:

1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a \$2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now!

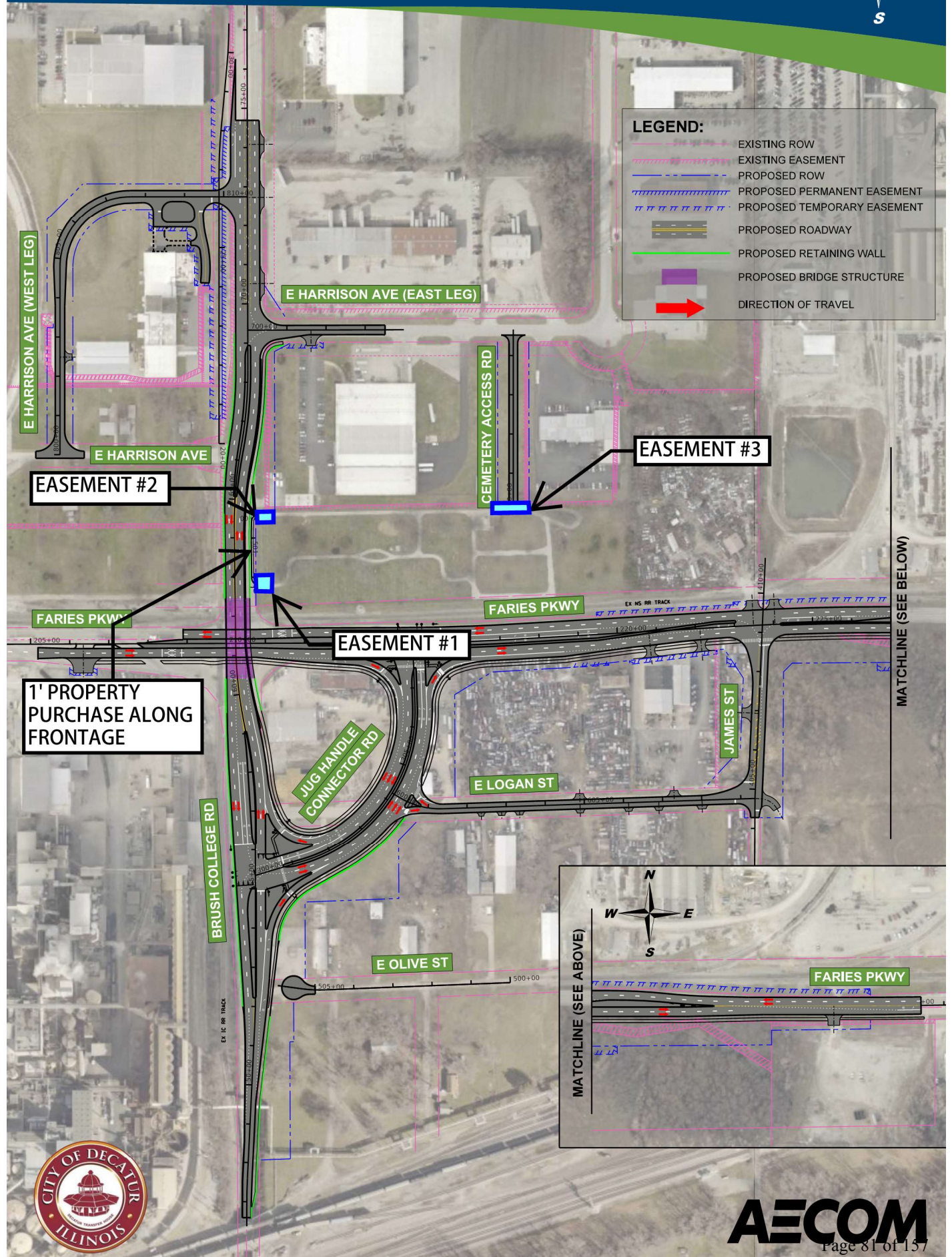
Funds for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City's Illinois Jobs Now! grant which is \$2,006,014. The agreement amount includes the payment of 100% of the land acquisition services agreement with CMT for \$168,375 and the remainder will be allocated toward property purchases.

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.
12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of \$339,311 which is added to the original fee of \$168,375 for a total fee of \$507,686.
16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursement.
17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating \$3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City’s portion of the Local Public Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
20. **October 21, 2019** – City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for \$250,000 in State Motor Fuel Tax funds which includes \$200,000 for purchase of the property and \$50,000 for anticipated relocation reimbursement.
21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for \$194,600 in State Motor Fuel Tax funds which includes \$164,600 for purchase of the property and \$30,000 for anticipated relocation reimbursement.
22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for \$5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.
23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional \$874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursements. The anticipated \$40,000 allocated for relocation and moving reimbursements will total \$40,874.89 which exceeded the authorized amount by \$874.89.
24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$2.2 million for a total of \$5.8 million in Federal funds from the \$25 million Illinois Competitive Freight Program grant awarded to the City.
25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for \$2,000,000 in State Motor Fuel Tax funds which includes \$900,000 for purchase of the property and \$1,100,000 for anticipated relocation reimbursement.
26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional \$950,000 in Grade Crossing Protection Funds.

27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$1,390,000 in Grade Crossing Protection Funds.
28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of \$576,078 for a total design fee of \$3,925,745, with \$3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.
29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.
30. **January 4, 2021**- City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for \$57,100 in State Motor Fuel Tax funds with an expected \$45,680 reimbursement from the Illinois Competitive Freight Program.

Project Plan



Public Works

DATE: 1/25/2021

MEMO: 2021-13

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to provide design services for the Ellen and Division Inflow and Infiltration Reduction Program – Phase 2, City Project 2018-01.

SUMMARY RECOMMENDATION: Please refer to Council Memo 2021-13 attached.

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Resolution Authorizing a Professional Engineering Services Agreement with AECOM	Resolution Letter
Location Map	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2021-13**

DATE: January 25, 2021

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing a Professional Engineering Services Agreement with AECOM Technical Services, Inc. to provide design services for the Ellen and Division Inflow and Infiltration Reduction Program – Phase 2, City Project 2018-01

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, to a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) to provide design services for the Ellen and Division Basin Inflow and Infiltration Reduction Program for a total fee not to exceed \$79,842.00.

PRIOR COUNCIL ACTION:

See Appendix A.

SANITARY SEWER PRIORITIES:

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

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

The Professional Engineering Services Agreement with AECOM will address sanitary sewer priorities 2, 3, and 4.

BACKGROUND:

Administrative Consent Order

In 2012, the United States Environmental Protection Agency (US EPA) served Decatur with an Administrative Consent Order (ACO), requiring the City to eliminate overflows and basement backups. Staff retained outside legal counsel with expertise and direct experience in US EPA administration of the Clean Water Act. With the assistance of outside counsel and AECOM,

extensive negotiations between the City and the US EPA resulted in the US EPA's issuance of an ACO that was greatly limited in scope compared to the initial Order. This was in large measure due to the City's ongoing commitment to improving its sanitary sewer systems, and its good faith efforts to negotiate a reasonable ACO with the US EPA.

The Administrative Consent Order's major requirements included:

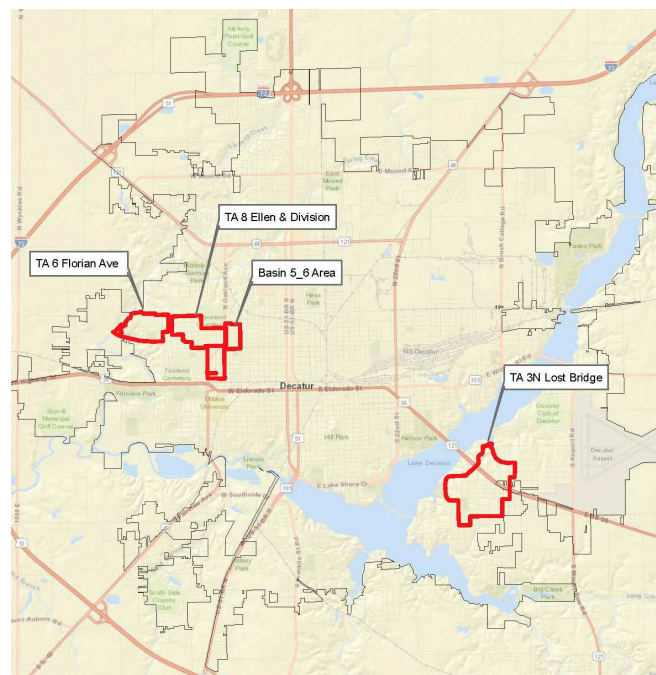
1. A Development of a Capacity Management, Operations, and Maintenance (CMOM) program. The CMOM program provides a comprehensive review of the City's sewer collection system asset, including system management, maintenance, and capital improvement funding. The CMOM was approved by the USEPA on May 1, 2018 and the City has implemented the program.
2. Preparation of a Sewer Collection System Alternatives Analysis (SCSAA) for areas identified as experiencing Sanitary Sewer Overflows (SSOs) and sewer back-ups during storm events. The analysis focused on efforts to keep storm water from entering into the separate sanitary sewer system and better manage stormwater entering the combined sewer system.

US EPA Administrative Consent Order Status

The City submitted a third revision to the required Sanitary Sewer Collection System Analysis (SCSAA) on November 30, 2017. The revised SCSAA identified four major areas of concern.

1. North Lost Bridge Area
2. Florian Avenue Area
3. Basin 5/6 Area (Grand / Rt.48)
4. Ellen / Division Area

The Ellen / Division Area was identified as an additional study area during the rainfall events that occurred during the preparation of the revised SCSAA. Rainwater induced sanitary sewer overflows persisted in the area despite increased sewer system maintenance. These persistent overflows required that an Inflow and Infiltration (I&I) study be completed, and the system be added to the list of priority areas to be addressed by the City as identified in the SCSAA.



The City has not received any correspondence regarding the SCSAA from the USEPA since the November 30, 2017 revision was submitted. The table below provides the project status of each area. The Consent Order originally required that all work be completed by December 31, 2020. The final I&I reduction design for each area was put on hold until the City received USEPA approval of the SCSAA and the preliminary design studies.

	Project Name	Completion Date
1	North Lost Bridge Area Preliminary Study	Completed in 2017
2	Florian Ave Area Preliminary Study	Completed in 2017
3	Basin 5/6 Preliminary Study	Completed in 2017
4	Ellen and Division Preliminary Study	Completed in 2018

Professional Services Agreement: Ellen and Division Inflow and Infiltration Reduction Program Phase II.

In the October 2020 study session focused on the storm and sanitary systems, direction was provided to City Staff to proceed with the Ellen and Division and Basin 5/6 Areas. The Basin 5/6 Area is a separate project, and a separate services agreement will be brought before Council in the near future.

The next phase of the Ellen and Division project is to complete the design for system rehabilitation to remove rain induced I&I. System rehabilitation will consist of the lining of the public sewers, manholes and private laterals. Many aging systems across America suffer with wet weather backups and overflows and experience gained across the industry depicts that the success to removal of the I&I depends on rehabilitating the private sewer laterals along with the sewer main. The private laterals can make up nearly half of the sewer system being hit with rain induced I&I.

The goal of the Ellen and Division design is to remove enough wet weather flow to not need any additional work in the basin. If the removal does not achieve a sufficient reduction, the next step is to construct wet weather storage facilities for the system to overflow into. Storage systems are expensive and maintenance intensive. A two-step approach will allow the City to accurately size the overflow tank and sewer mains if it becomes necessary.

The Ellen and Division Basin limits are shown in the attached location map, the basin includes approximately 22,700 feet of sewer and 67 manholes serving 500 parcels.

The professional services provided by AECOM will provide bid specifications and plans to rehabilitate the Ellen and Division Area. The specifications will be written in a way to provide anticipated bid items to establish unit prices. This method will reduce the design time and cost. The Contractor and City will make the final decision on the rehabilitation methods after a pre-inspection video is completed by the Contractor.

The cost for the Ellen and Division Basin Inflow and Infiltration design is not to exceed \$79,842.

After completion of the plans and specifications the project will be bid and the results will be brought to the City Council for approval.

SCHEDULE: Final design services will begin upon approval of the Council and is scheduled for completion in July/August. The project is anticipated to be bid shortly after.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: AECOM

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

LEGAL REVIEW: The Agreement was approved by the Legal Department on January 20, 2021.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed professional services agreement with AECOM, is for \$79,842. Funding for this project is proposed to be from the Sanitary Sewer Fund.

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

Attach: 6

Appendix A

PRIOR COUNCIL ACTION:

August 21, 2015 – City Council approved Resolution R2015-109 authorizing execution of an Administrative Consent Order between the City and the United States Environmental Protection Agency (US EPA)

August 21, 2015 – City Council approved Resolution R2015-110 for \$456,000 authorizing a professional engineering services agreement with AECOM Technical Services, Inc., for the preparation of Sewer Collection System Alternative Analysis (SCSAA) and Capacity, Management, Operation and Maintenance (CMOM) reports required by the Administrative Consent Order between the City and the US EPA,

March 30, 2016 – City Council was provided with Public Works Memorandum 2016-16 providing an update on the preparation of the SCSAA and CMOM Reports.

October 3, 2016 – Study Session with City Council to provide an update with the US EPA Consent Order.

November 21, 2016 – Study Session with City Council to discuss the proposed Sanitary Sewer User Charges to meet the US EPA Consent Order.

December 8, 2016 – City Council approved Ordinance 2016-91 amending City Code Chapter 74 – Sanitary Sewer Service and Connections, Section 10, Rate.

February 21, 2017– City Council approved Resolution R2017-25 for \$462,944.28 authorizing a professional engineering services agreement with ADS Environmental Services for the 2017 Flow Monitoring Project, City Project 2017-01.

February 21, 2017– City Council approved Resolution R2017-26 for \$723,008 authorizing a professional engineering services agreement with Crawford, Murphy and Tilly, Inc. for the Lost Bridge North Basin and the Florian Basin Inflow and Inflow Reduction Project, City Project 2017-02.

October 2, 2017– City Council approved Resolution R2017-122 for \$176,000 authorizing Change Order No 1 to the professional engineering services agreement with AECOM for the US EPA SCSAA Project, City Project 2013-01.

February 5, 2018– City Council approved Resolution R2018-13 for \$356,767 authorizing a professional engineering services agreement with AECOM for the Ellen and Division Inflow and Inflow Reduction Project, City Project 2018-01.

February 5, 2018– City Council approved Resolution R2018-14 authorizing Change Order No 1 for an additional \$88,674 with a professional engineering services agreement with ADS Environmental Services for the 2017 Flow Monitoring Project, City Project 2017-01.

October 19, 2020 – Study Session with City Council to discuss storm and Sanitary Sewer Items.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. TO PROVIDE DESIGN
SERVICES FOR THE ELLEN AND DIVISION INFLOW AND INFILTRATION
REDUCTION PROGRAM – PHASE 2, CITY PROJECT 2018-01**

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

Section 1. That Professional Engineering Services Agreement to provide design services for the Ellen and Division Inflow and Infiltration Reduction Program, City Project 2018-01, presented to the Council herewith, as Exhibit 1 and made a part hereof, between the City of Decatur and AECOM Technical Services, Inc., 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 AECOM Technical Services, Inc., for a fee not to exceed \$79,842.

PRESENTED and ADOPTED this 1st day of February, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit 1

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
For
ELLEN AND DIVISION – INFLOW AND INFILTRATION (I&I) PROGRAM – PHASE 2
CITY PROJECT 2018-01

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

AECOM Technical Services, Inc.

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. 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.

B. BIDDING PHASE.

Last Revised: 05/21/2018

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. 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.
5. 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.
6. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

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

SECTION IV. GENERAL CONSIDERATIONS

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

- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.

- g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

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

a. Workers' Compensation:

Coverage A: Statutory Limits

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

- b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

- c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
- d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
- e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

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

E. TERMINATION

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

Last Revised: 05/21/2018

4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.
- Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.

- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.00 for services rendered by principals and employees assigned to the Project.
- Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.
- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.00.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.

2. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
 3. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2021

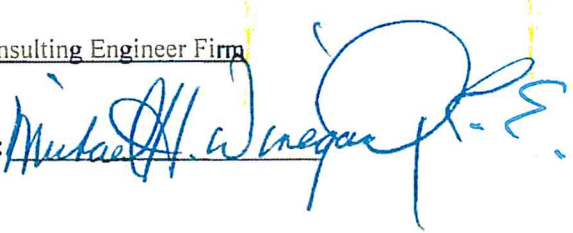
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By:  _____



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Exhibit A-1
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January 25, 2021

Paul Caswell, PE
City Engineer
City of Decatur Public Works Department
#1 Gary K Anderson Plaza - 3rd Floor
Decatur, Illinois 62523

**Regarding: Ellen and Division – Inflow and Infiltration (I&I) Program – Phase 2
Scope of Work**

Dear Mr. Caswell:

AECOM Technical Services, Inc. (AECOM) is providing this scope of work (Scope) for the above-referenced project. This Scope encompasses AECOM's engineering services for the subject project. Note that a detailed breakdown of task costs and a schedule is included in this Scope.

Background

The City is currently under Administrative Consent Order (ACO) by the United States Environmental Protection Agency (USEPA). The ACO requires a reduction in basement backups within the City's combined and sanitary sewer system, as well as the elimination of all unauthorized Combined Sewer Overflows (CSOs) and Sanitary Sewer Overflows (SSOs).

In order to demonstrate compliance with the ACO, the City was required to submit a Sewer Collection System Alternatives Analysis (SCSAA). In partnership with AECOM, the SCSAA (and subsequent revisions) were submitted on April 12, 2016, November 4, 2016, and November 30, 2017.

As a part of this work, it became clear that reoccurring SSOs in the Ellen and Division area (see Attachment 1) could not be eliminated through regular maintenance. Therefore, an additional study was needed to eliminate these SSOs, either by reducing I/I or removing hydraulic deficiencies (or both). A draft of this study was completed and submitted to the City on December 21, 2018.

At this time, the City is moving into the next phase of the project, which will be preliminary design, final design, and bidding of an I/I reduction project.

SCOPE OF WORK

Our scope of work will be as follows:

Task 1: SITE VISIT AND KICK-OFF MEETING

The first order of work on this project will be to schedule and conduct a kick-off meeting with the City of Decatur, as well as to perform a site visit with City staff. The purpose of the meeting is to:

- Establish lines of communication
- Discuss and confirm overall project approach
- Review scope and identify any potential problems
- Review results and recommendations of AECOM's previously performed Sanitary Sewer Evaluation Survey (SSES), which is summarized in AECOM's 2018 "Ellen and Division – Sanitary Sewer Alternatives Analysis (Draft)"



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- Discuss and review known or potential existing site conditions that may affect construction bid items

The site visit will include two (2) members of the AECOM team, as well as least one (1) member of the City staff. The goal will be to determine what site conditions may pose additional risk for the construction contract, especially as it relates to non-standard contract bid items that may be required for construction. Manhole locations on Oakland Avenue (Illinois Route 48) will also be documented, as this may impact the maintenance of traffic (MOT) design for this area.

It is assumed that the project area will include only the Ellen and Division sub-basin, which does not include the downstream area, where the Sanitary District of Decatur (SDD) owns, operates, and maintains an existing 15-inch diameter sewer (see the attached Attachment 1). The boundaries of the proposed site can generally be described as Oakland Avenue (Illinois Route 48) to the east, Grand Avenue to the south, Summit Avenue to the west, and Garfield Avenue to the north. Furthermore, it is assumed that the I/I reduction will be comprehensive in this area and that every City owned sewer, manhole, and lateral will be included, as much as possible, in the proposed I/I rehabilitation design.

Deliverables

- Meeting Minutes

Task 2: DESIGN (50%, 95%, AND 100%)

AECOM will prepare bidding documents, which will include front end contract documents, technical specifications, and appendices that will include overall project maps and construction details. Detailed, individual designs for each home or block will not be provided. Rather, summary maps and figures developed in GIS will show the inflow and infiltration (I/I) reduction design. AutoCAD 2018 (or higher) will be used for developing any standard, construction details that are not covered by the City's existing standard details. Pay items and quantities will be developed based on known and estimated conditions and will cover sewer rehabilitation, lateral rehabilitation, manhole rehabilitation, restoration, backfill, landscaping, materials testing, and traffic control. The pay items may be in accordance with standard IDOT or City pay items (or other), but the final approach will be determined prior to completion of the 50% design documents. The design will incorporate the following rehabilitation methods:

1. Cured-in-place pipe (CIPP) lining for approximately 22,000 LF of mainline sewers
 - a. Mainline sewer that may potentially be upsized in the future will need to be addressed by one of the following options:
 - i. Do not line any sewer that may be replaced in the future due to potential upsizing.
 - ii. Line all mainline sewers. If upsizing is required in the future, parallel sewers will be installed in lieu of replacement sewers. This will avoid the City having to replace recently lined sewers.
2. Completed sewer lateral rehabilitation¹ for approximately 550 homes.
 - a. Multiple lateral lining technologies will be considered during the design.
 - b. It is assumed that work will be performed on private property, either for accessing the existing cleanouts or constructing new cleanouts. Obtaining temporary easement

¹ The proposed rehabilitation will take place from the existing mainline sewer to the front of each home, where a new cleanout will be installed. If an existing, usable cleanout already exists at the front of each home, then a new cleanout will not be required.

agreements will be the responsibility of the General Contractor and is not included in this scope of work.

3. Cleanouts
 - a. Repair broken, missing, and/or leaking cleanout covers
 - b. Any home without a cleanout will receive a new one
4. Rehabilitation of approximately 70 manholes.
 - a. Rehabilitation options may include spray sealing, tuckpointing, realignment, replacement, frame adjustments, internal seals, and external seals.
 - b. Rehabilitation of flat top manholes will also need additional evaluation, since replacing flat top manholes with cones, in the City's experience, has been expensive and sometimes unsuccessful.
5. Point repairs
6. Disconnections of existing downspouts

In a previous study, AECOM reviewed closed circuit television (CCTV) data of this portion of the City's existing sewer collection system. Furthermore, since the selected General Contractor will also be performing their own CCTV analysis, no CCTV review will be performed under this scope of work.

For City owned streets, the design will include only a general maintenance of traffic (MOT) plan for maintaining two-way traffic, etc. Since this is mostly a residential area with light traffic, the design will not include detailed MOT design for each block and/or area that requires construction. For the rehabilitation work that will be required on Oakland Avenue (Illinois Route 48), detailed MOT design will be provided, as this will be required for the Illinois Department of Transportation (IDOT) permit (see Task 3). Applicable IDOT MOT standards will be followed.

An Engineer's Opinion of Probable Construction Cost will be prepared and presented to the City and include a 20 percent construction contingency (50% bid documents) and no construction contingency for the 95% and 100% bidding documents.

Also included in this task is assisting the City in developing a service charge/fee for those residents that choose not to be included in the project. This will include estimating the cost of each lateral, as well as estimating the additional I/I that may leak into the system (and associated costs) as a result of the resident's decision not to be included in the project.

Each set of design documents will undergo AECOM's internal QA/QC procedures. At the conclusion of our QA/QC process, internal comments will be incorporated and identified issues will be addressed. Deliverables will then be issued to the City for review and comment. AECOM will meet with City personnel to discuss comments. AECOM will capture client comments into document review forms and track the status of response/action in order to satisfactorily address all comments.

Deliverables:

- 50% bid documents
- 50% Engineer's Opinion of Probable Construction Cost
- 50% Review Meeting Minutes
- 95% bid documents
- 95% Engineer's Opinion of Probable Construction Cost
- 95% Review Meeting Minutes
- 100% bid documents
- 100% Engineer's Opinion of Probable Construction Cost



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Task 3: PERMITTING

This scope of services assumes that only an IDOT permit will be required for the design. The IEPA's Notice of Intent (NOI) for General Permit to Discharge Storm Water Associated with Construction Site Activities is not required when ground disturbances are less than 1 acre. Since the majority of the project will be performed using trenchless methods of construction and some homes already have cleanouts, it is unlikely that there will be more than 1 acre of disturbance, and an NOI is unlikely to be required. In the event that it is, it can be made the responsibility of the General Contractor.

The IDOT permit will include the development of the maintenance of traffic (MOT) plan, utility permit application, and IDOT correspondence. Preliminary permit approval will be obtained by AECOM with final permit approval to be obtained by the General Contractor.

No other permits are included in our scope of work.

Deliverables:

- Completed IDOT utility permit application package

Task 4: BID PERIOD SERVICES

AECOM will prepare an Invitation to Bid suitable for publication and contact General Contractors who may be interested in submitting bids. Final plans and specifications will be delivered in printer-ready form for publishing. We will be available to manage bid period questions from interested parties. AECOM will attend a pre-bid meeting and answer questions about the design.

AECOM can utilize our own, standard front end specifications, or those that are provided by the City. Our anticipated, preliminary list of technical specifications and appendices for the project is as follows:

Division 1 – General Requirements

1000 – Summary of Work
1200 – Price and Payment Procedures
1300 – Administrative Requirements
1400 – Quality Requirements
1420 – References
1500 – Temporary Facilities and Controls
1600 – Product Requirements
1610 – Delivery, Storage and Handling
1700 – Project Closeout

Division 2 – Site Construction

2020 – Dewatering
2055 – Soils
2060 – Aggregate
2105 – Clearing and Grubbing
2210 – Trenching, Backfilling and Compacting
2315 – Excavation and Fill
2533 – Sewerage Collection Lines and Rehabilitation
2633 – Manholes, Frames and Covers
2721 – Aggregate Base Course
2740 – Flexible Pavement
2750 – Rigid Pavement
2923 – Landscape Grading
2924 – Seeding and Soil Supplements



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Appendices

A – Sewer Collection System Maps and Figures

B – General Construction Notes and Standard Construction Details

C – Preliminary IDOT Permit

If the City elects to utilize standard IDOT (or City) pay items on the project, the above list will be modified accordingly.

Task 5: PROJECT MANAGEMENT AND RESIDENTIAL COORDINATION

This task includes all project management related activities. Project tasks and deliverables are outlined below:

1. General Project Management
 - A. Establish project communications, controls, and procedures
 - B. Project financial tracking, reporting and invoicing
 - C. Coordination of tasks
 - D. Schedule maintenance
 - E. Quality Control Management
2. Meetings
 - A. Project kickoff meeting. One kickoff meeting will be conducted at Decatur's office. Key City employees and AECOM staff will attend the kickoff meeting.
 - i. Review scope, deliverables and schedule
 - ii. Discuss concerns and key issues
 - iii. Establish project goals and major objectives
 - B. Progress meetings (virtual or over the phone)
 - i. 50% Design Review Meeting
 - ii. 95% Design Review Meeting
 - iii. Pre-bid Meeting
3. Residential Coordination
 - A. Develop a one (1) page letter that will be sent to residents located in the project area. It is assumed that the City of Decatur will provide the addresses, and AECOM will print and mail the letters.

Deliverables

- One (1) residential coordination letter ("Draft" and "Final")
- Monthly invoices

Task 6: ALLOWANCE

This task is for a general project allowance (or contingency). For example, the EPA may have comments on the report that need to be addressed through additional modeling, field work, etc. While the exact nature of this future work is not yet known, the allowance will be used to perform this work only when approved by the City.

Deliverables

- TBD

ASSUMPTIONS

1. The following items are not included in our scope of work:
 - a. Hydraulic and hydrologic modeling
 - b. Topographic survey
 - c. Public meetings with local residents
 - d. Preparing legal descriptions, easement exhibits, and obtaining easements
 - e. Performing private property inspections (this will be performed by the General Contractor). The only residential coordination will be the one (1) page letter sent out by AECOM.
 - f. Construction services, including shop drawing review, construction observation, etc.
 - g. Post-construction flow-monitoring
2. Existing utilities will not be shown in the bidding documents
3. We have included the following meetings: one (1) kick-off meeting; two (2) design/progress meetings, and one (1) pre-bid meeting

Proposal Fee

The not-to-exceed fee for this work **\$79,842** to be paid on a time and materials basis. A task-by-task breakdown of the fee is included herewith as Attachment 2.

Schedule

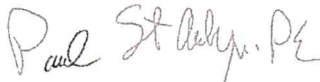
Please see enclosed Exhibit C for a schedule of the work.

This work can either be performed as a change order to our existing contract or as a stand alone-project. If this work is performed as a change order, then there will be no fee added to the existing contract, since sufficient funds (approximately \$87,000) remains to perform this scope of work.

Thank you for considering AECOM for this work. Please do not hesitate to let us know if you have any questions or concerns or wish to meet with us to discuss this proposal.

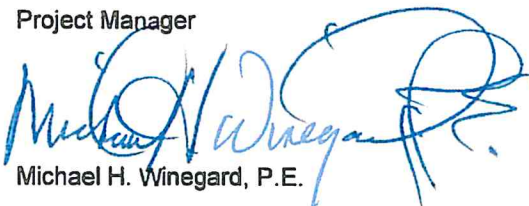
Sincerely,

AECOM TECHNICAL SERVICES, INC.



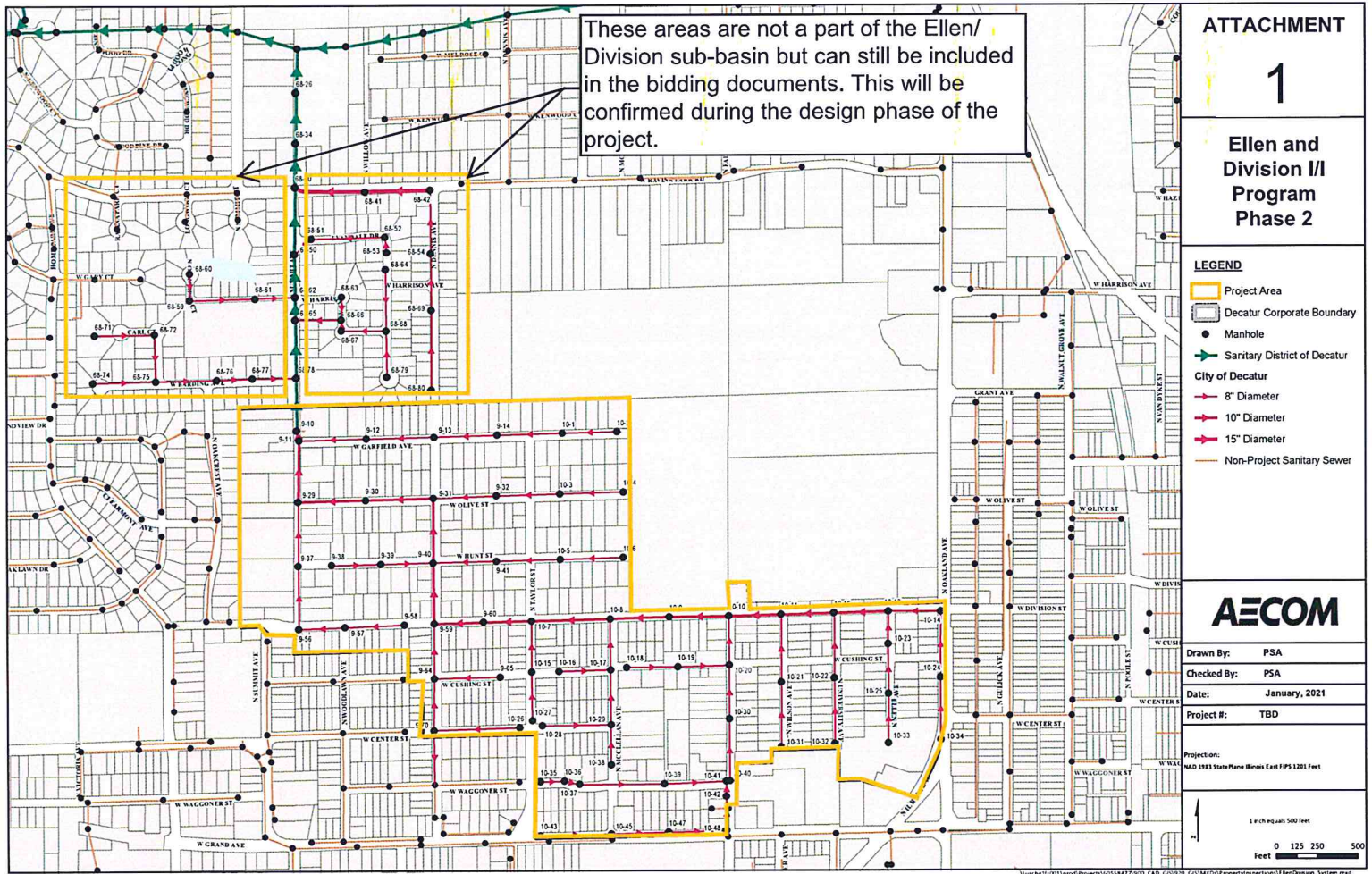
Paul St. Aubyn, P.E.

Project Manager



Michael H. Winegard, P.E.

Vice President



Attachment 2
January, 2021
City of Decatur
Ellen and Division – Inflow and Infiltration (I&I) Program – Phase 2
Estimated Engineering Fee

TASK	DESCRIPTION	Project Director/QAQC	Project Manager Lead Civil Engineer	Transportation Engineer	Civil Engineer	TOTAL HOURS	TOTAL (Loaded) \$
1	Site Visit and Kick-Off Meeting	0	8	0	8	16	\$ 2,334
	a. Kick-off Meeting and Site Visit		8		8	16	\$ 2,334
2	Design (50%, 95%, and 100%)	15	82	72	176	345	\$ 51,113
	a. 50% bid documents	4	24		60	88	\$ 12,684
	b. 50% Engineer's Opinion of Probable Construction Cost		4		8	12	\$ 1,647
	c. 50% Review Meeting	1	4		4	9	\$ 1,508
	d. 95% bid documents	4	24	56	60	144	\$ 21,084
	e. 95% Engineer's Opinion of Probable Construction Cost		4		8	12	\$ 1,647
	f. 95% Review Meeting	1	4		4	9	\$ 1,508
	g. 100% bid documents	4	12	16	24	56	\$ 8,704
	h. 100% Engineer's Opinion of Probable Construction Cost		2		4	6	\$ 823
	i. 100% Review Meeting	1	4		4	9	\$ 1,508
3	Permitting	0	4	8	8	20	\$ 2,847
	a. IDOT Permit		4	8	8	20	\$ 2,847
4	Bid Period Services	0	6	0	18	24	\$ 3,190
	a. Bidding Questions	1	4		16	21	\$ 2,948
	b. Pe-bid meeting	1	2		2	5	\$ 924
5	Project Management and Residential Coordination	0	28	0	8	36	\$ 5,768
	a. General		24			24	\$ 4,121
	b. Residential Coordination		4		8	12	\$ 1,647
6	Allowance	2	40	0	52	94	\$ 13,790
	a. Allowance for additional services	2	40		52	94	\$ 4,597
	Subtotal	17	168	80	270	535	\$ 79,042
	ODC (Postage and Printing)						\$ 800
	TOTAL LOADED DOLLARS (3.0 MULTIPLIER)	\$ 5,793	\$ 28,849	\$ 12,000	\$ 32,400		\$ 79,842



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

PROJECT TIMELINE

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

EXHIBIT C-1

CITY OF DECATUR - ELLEN AND DIVISION I&I REDUCTION PROGRAM - PHASE 2 SCHEDULE

No.	Task Description	February				March				April					May				June				July				
		5	12	19	26	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30
1	Site Visit and Kick-Off Meeting																										
2	50% Design and Engineer's Opinion of Probable Construction Cost																										
3	50% Design Review Meeting																										
4	95% Design and Engineer's Opinion of Probable Construction Cost																										
5	95% Design Review Meeting																										
6	Permitting																										
7	100% Design and Engineer's Opinion of Probable Construction Cost																										
8	Bid Period Services																										



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.

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

C. PARTNERSHIP OR LLC

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

_____	_____
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 _____ None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

Signature

Printed Name

Title

SUBSCRIBED and SWORN to before me this ____ day of _____, 20____.

Notary Public

Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name: Ellen and Division – Inflow and Infiltration (I&I) Program – Phase 2		
Consulting Engineer: AECOM Technical Services, Inc.		
Classification	Minimum	Maximum
Principal	\$90.00	\$115.00
Project Manager	\$45.00	\$85.00
Structural Engineer	\$35.00	\$85.00
Senior Engineer	\$35.00	\$75.00
Engineer	\$30.00	\$55.00
Senior Technician	\$30.00	\$50.00
Technician	\$25.00	\$50.00
Professional Land Surveyor	N/A	N/A
Construction Inspector	\$25.00	\$50.00
Clerical	\$20.00	\$38.00

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: _____

EXHIBIT C
TA 8-Ellen & Division

Area Statistics:
67 Manholes
22,663' of Sewers
511 Addresses
160.5 Acres

Legend

Manholes
MH Use

● Sanitary Sewer

Sewer Mains
Use of Sewer

— Sanitary Sewer

□ Target Area

0 225 450 900 Feet



Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), MapmyIndia, NGCC, © OpenStreetMap contributors, and the GIS User Community

Public Works

DATE: 1/25/2021

MEMO: 2021-14

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:
Motion Adopting City Council Policy
Overhead Sewer Program

SUMMARY RECOMMENDATION:

At the October 12, 2020 City Council Study Session, the governing body reviewed the goals and objectives of the city's storm and sanitary sewer plans.

Council input was sought on proposed changes to the City's Overhead Sewer Program aimed at increasing participation and reducing private property sanitary sewer overflows. The following items were presented to the Council:

1. Number of basement backups experienced yearly in the City (see attached map).
2. Since 2009, there have been 39 participants in the program.
3. A proposal to move from 75% coverage to 100% coverage when conditions are met showing evidence of basement backups.
4. Sanitary District of Decatur has indicated a willingness to continue its 25% participation.
5. City will increase the maximum amount from \$7,500 set in 2009, to \$10,000 per property.
6. Allow funds to be used on rental properties.

The attached policy language will provide authorization for the City to begin providing a 100% contribution toward the installation of overhead sewer systems in eligible private residences in order to reduce or eliminate the ongoing damage to private property caused by wet weather induced sanitary sewer overflows.

If approved, this policy will be incorporated into other City Council policy statements adopted by the governing body. This proposed policy should: 1) help reduce both back-up of sanitary and combined sewerage into residential basements; and 2) make continued progress toward compliance with USEPA recommendations.

BUDGET/TIME IMPLICATIONS: Funds in the sanitary sewer fund have been allocated for these improvements.

ATTACHMENTS:

Description	Type
Decatur Sanitary Sewer Backup Prevention Program	Backup Material
Surcharge Map	Backup Material

E. INFRASTRUCTURE

1. Decatur Sanitary Sewer Backup Prevention Program

Background

During wet weather conditions, the City's sanitary sewer system can become filled with rainwater and groundwater. This extra water fills the sewer and can cause sewer water to backup into private property such as basements and crawl spaces. As the City takes steps toward removing the extra water in the sewers, a program has been established to assist residents with properties prone to sewer back-ups. This program is known as the overhead sewer backup prevention program; using a backup prevention device and an outfall pipe, the chance of sewer backup is reduced significantly.

It is the policy of the City of Decatur to encourage the use of proven sanitary sewer backup prevention methods to reduce or eliminate the damage to private property caused by wet weather induced sanitary sewer backups. On July 20, 2009, the City Council authorized a City contribution toward the installation of overhead sewer backup prevention systems to provide backup protection for City residences that experience wet weather backups. The authorization provided a 75% City contribution to install an overhead sewer in a private residence to a maximum total cost of \$7,500. The Sanitary District of Decatur informally agreed to reimburse the City for 25% of the total cost.

To encourage greater use of this proven prevention method and provide better access to residents connected to City sewers that experience wet weather induced backups, the City will, from and after the date of this City Council Policy Statement, now offer a 100% contribution to install an overhead sewer in a private residence to a maximum of \$10,000 for each installation. The Sanitary District has agreed to continue its informal offer of 25% reimbursement to the City for each installation.

This policy outlines the general requirements for the approval of City contributions toward overhead sewers in private residences.

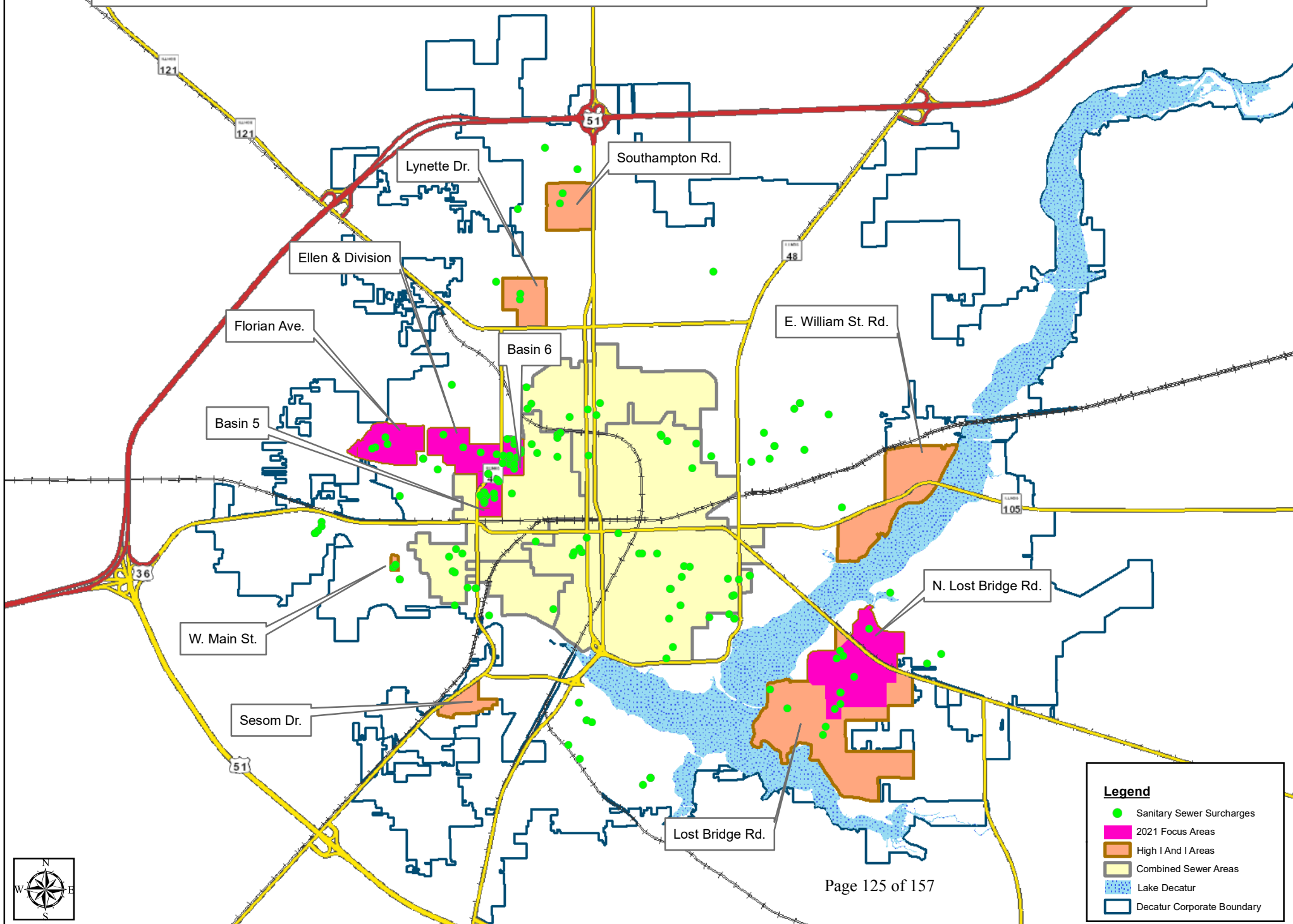
Requirements

1. The Public Works Department will prioritize properties residing within areas identified with high inflow and infiltration into the sanitary sewer system.
2. The applicant's house must be connected to the City's sanitary sewer system.
3. The applicant must own the house that will receive the overhead sewer.
4. The applicant must have experienced a wet weather backup or be in an area with excessive wet weather sewer flows.
5. The maximum City contribution will be \$10,000.

6. The applicant must submit to an inspection by a Public Works Department representative to review the typical installation of the system with the applicant and check for possible rainwater or ground water connections to the sanitary sewer system, including sump pumps or down spouts. These connections must be removed prior to system installation.
7. The applicant will acquire 2 estimates for the proposed work. The City's maximum contribution will be at the lowest reasonable estimate up to a maximum of \$10,000.
8. The plumbing contractor will be employed by the applicant and not the City.
9. Upon funding approval by the Public Works Department, the applicant shall contract with a licensed plumbing contractor who shall provide the property owner with a detailed proposal and drawings for the installation of an overhead sewer device in the residence. The work must disconnect all plumbing fixtures lower than the City's upstream manhole rim elevation and connect the fixtures to the proposed overhead sewer device.
10. The applicant's plumbing contractor will obtain all necessary permits required by the City.
11. The Public Works Department must approve the final installation prior to final payment.
12. The City of Decatur does not and will not own, maintain, or warranty the overhead sewer system. It remains under the sole ownership of the applicant.

Funding for this program is appropriated yearly in the Sanitary Sewer Fund as part of the yearly budget approval process. Funding for overhead sewer installation contributions will be allocated until all authorized funding is expended. Approvals will be on a first come first served basis.

Sanitary Sewer Problem Areas with Sewer Surcharges from '10-'20



Community Development

DATE: 2/1/2021

MEMO: No. 21-03

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Community Development
Richelle D. Irons, Neighborhood Services Manager

SUBJECT:

Inter-governmental Grant Agreement – Illinois Housing Development Authority’s (IHDA) Strong Community Program

SUMMARY RECOMMENDATION:

Staff recommends entering into an inter-governmental grant agreement with the Illinois Housing Development Authority (IHDA) to administer the Strong Community Program (SCP) in the amount of \$125,000.

BACKGROUND:

The City of Decatur received the grant agreement January 25, 2021 via email and because this is a rapid deployment of funds, IHDA has asked us to return a signed agreement by February 1, 2021. Therefore, Mayor Moore Wolfe has signed the agreement to ensure that the City of Decatur receives these competitive grant funds for revitalization near the Johns Hill neighborhood. Staff recommends the adoption of this resolution, which will be Council’s ratification of the Mayor’s action to accept this grant.

The Strong Communities Program will provide financial assistance for additional rehab and demolitions in the area adjacent to the Johns Hill neighborhood.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Agreement	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING ACCEPTANCE AND APPROVAL
OF A STRONG COMMUNITY GRANT AGREEMENT WITH
ILLINOIS HOUSING DEVELOPMENT AUTHORITY (IHDA)**

WHEREAS, the City of Decatur (the “Recipient”) has been awarded a grant (the “Grant”) from the Illinois Housing Development Authority (the “Authority”) program administrator of the Strong Communities Program (the “Program”), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the “Act”), and governed by the Program guidelines described in the term sheet, as may be amended from time to time.

THEREFORE BE IT RESOLVED, that the Recipient shall enter into the Funding Agreement (the “Agreement”) with the Authority wherein the Authority agrees to make the Grant to the Recipient in an amount not to exceed One hundred twenty-five thousand 00/100 Dollars (\$125,000.00), which shall be used by the Recipient to preserve affordable housing efforts by assisting with the rehabilitation and/or demolition of abandoned properties within the Recipient’s area, all in accordance with the terms and conditions set forth in the Agreement.

FURTHER RESOLVED, that the Mayor of the Recipient, the Director of Community Development, and/or Neighborhood Services Manager of the Recipient (the “Signatories”) are hereby authorized and empowered to execute and deliver in the name of or on behalf of the Recipient the Agreement and any and all amendments, modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable for the Recipient to perform its obligations under the Agreement.

FURTHER RESOLVED, that the Signatories are hereby are authorized and directed to take such additional actions, to make further determinations, to pay such costs and to execute and deliver such additional instruments (including any amendments, Agreements or supplements) as he or she deems necessary or appropriate to carry into effect the foregoing resolutions.

FURTHER RESOLVED, that the Recipient hereby ratifies, authorizes and confirms and approves all documents and instruments executed in connection with the Grant and the Agreement, including those acts taken prior to the date hereof.

PRESENTED AND ADOPTED this February 1, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

January 19, 2021

City of Decatur
1 Gary K Anderson Plaza
Decatur, Illinois 62523
Attention: The Honorable Julie Moore Wolfe

Re: Conditional Commitment Letter (this "Letter")
Strong Community Program ("SCP") – Round 1

SCP - 51820

Dear Mayor Moore Wolfe:

The Illinois Housing Development Authority (the "Authority") is the program administrator of the Strong Communities Program (the "Program"), as that Program is authorized by Article 30, Section 5 of Public Act 101-0638 (the "Act"), and governed by the Program guidelines described in the term sheet, as may be amended from time to time (the "Rules"), a copy of such Rules is attached to this Letter as **Exhibit A** and made a part hereof. All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Act or the Rules.

City of Decatur, an Illinois unit of local government ("Recipient"), has applied to the Authority for, and the Authority agrees to make funds available in the maximum amount of **One Hundred Twenty-Five Thousand Three Hundred and No/100 Dollars (\$125,000.00)** (the "Funds"), to assist with the rehabilitation and demolition of Abandoned Residential Property (as defined in the Program Manual) (the "Project") within the Recipient's area under the Program from funds appropriated under Section 5 of the Act. The Funds shall be subject to the contingencies, terms and conditions set forth in this Letter. The Recipient shall review and become familiar with the program requirements as set forth in that certain Strong Communities Program Manual (the "Program Manual"). The Program Manual shall be incorporated into this Letter by this reference and is available electronically upon request.

A. CONTINGENCIES: The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is contingent upon the following:

1. The Authority's obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or funded to the Authority by the Illinois General Assembly to allow the Authority to fulfill its obligations under this Letter; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Authority, at the Authority's sole discretion,

are insufficient. The Authority shall give the Recipient notice of insufficient funding as soon as practicable. The Recipient's obligation to perform shall cease upon receipt of the notice.

2. The Authority's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon:
 - a. Evidence satisfactory to the Authority that Recipient is able to comply with its duties under the Act; and
 - b. Recipient's delivery, subject to the Authority's review and approval in its sole and absolute discretion, of all required due diligence and documentation; and
 - c. Recipient's completion or satisfaction of each and all of the terms and conditions listed in this Letter and any other terms and conditions imposed by the Authority.
3. The Authority's performance under this Letter is also contingent upon (i) its determination, in its sole discretion, on the Closing Date, as defined in Paragraph C.2 hereof that the Recipient, its constituent or related entities, or other related individuals, is not in default under the terms of any other loan or grant made by the Authority under any Authority program, or has not been in default under the terms of any other loan or grant made by the Authority under any Authority program and failed to cure that default.

B. GENERAL CONDITIONS: This Letter and the Funds shall be subject to the terms and conditions of the Act, the Rules, and the policies and procedures now or hereafter adopted by the Authority pursuant to the Act, all as amended from time to time.

C. TERMS AND CONDITIONS OF THE FUNDS: The Funds shall be subject to the following terms and conditions:

1. Funds Amount. The Funds shall be in an amount not to exceed **One Hundred Twenty-Five Thousand Three Hundred and No/100 Dollars (\$125,000.00)**.
2. Closing Date. The closing shall occur at such time as (i) the Authority has received, reviewed and approved, as to both form and substance, all due diligence and documentation; and (ii) Recipient has satisfied all of the requirements set forth in this Letter, as determined in the Authority's sole discretion (the "Closing Date"). Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than June 30, 2021 (the "Outside Closing Date"). If the closing of the Funds does not occur on or before the Outside Closing Date, at the Authority's election, this Letter shall terminate and shall not be extended. No undisbursed Funds shall be available after the earlier of (i) two (2) years after the Closing Date and (ii) such other date as the Authority may determine.

3. Purpose of Funds. Recipient shall enter into a Funding Agreement (the “Funding Agreement”) with the Authority setting forth the terms and conditions governing the disbursement and use of the Funds. The Funding Agreement shall contain provisions including, but not limited to: (a) that the Recipient shall use the proceeds of the Funds for Eligible Uses (as defined in the Rules); and (b) recapture of the proceeds of the Funds in the event that the Recipient has not performed its obligations under the Act and the Rules or if there exists a default under the Funding Agreement.
4. First Disbursement Date. The first disbursement of Funds is expected to be approximately three (3) months after the Closing Date. The expected project completion date is approximately two (2) years from the Closing Date.
5. Fund Documents. Prior to the Closing Date, Recipient shall deliver to the Authority two (2) original copies of the Funding Agreement, executed in the manner indicated therein, and such other documents as the Authority may reasonably require, in its sole discretion (this Letter, the Funding Agreement, and such other documents are collectively referred to in this Letter as the “Fund Documents”).
6. Other Showings. **On or before June 18, 2021, Recipient shall, at its sole cost and expense, deliver to the Authority the following documents, in form and substance satisfactory to the Authority:**
 - a. Resolution or ordinance of the Recipient, certified by the clerk or other authorized municipal official acceptable to the Authority, within thirty (30) days of the Closing Date, authorizing the Project and the execution of the Funding Agreement and any other documents in connection with the Project;
 - b. Certificate of Incumbency of the Recipient indicating those officers and/or officials who are authorized to execute and deliver the Funding Agreement and any other documents in connection with the Project, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Recipient, as of a date within thirty (30) days prior to the Closing Date;
 - c. A Taxpayer Identification Number Certification in the form attached hereto as **Exhibit B**;
 - d. Drug-Free Workplace Certificate in form attached to this Letter as **Exhibit C**; and
 - e. Any and all other documents and showings requested by the Authority or its counsel, in their sole discretion.

7. Assignment. This Letter is not assignable by Recipient, in whole or in part, without the prior written approval of the Authority, which may be withheld or conditioned in the Authority's sole discretion.
8. Termination. If the closing of the Funds does not take place on or before the Outside Closing Date, this Letter shall, at the Authority's election, immediately terminate and be of no further force and effect.
9. No Personal Liability. No member, officer, agent or employee of the Authority or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.
10. Indemnification of the Authority. Recipient agrees to defend and indemnify and hold harmless the Authority from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that the Authority may incur or suffer by reason of or in connection with the Project, including without limitation the execution of the Fund Documents and the provision of the Funds. Recipient further agrees that the Authority, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of Recipient under this Paragraph 10 shall survive the provision of the Funds.
11. Time for Acceptance. The terms and conditions of this Letter shall not become effective unless Recipient accepts by electronically signing this letter and returning the executed pdf copy to Bridget Wansley at bwansley@ihda.org via DocuSign. **If not received within fourteen (14) days, this Letter shall be void and the Recipient, at the Authority's discretion, may be ineligible to receive the Funds.**
12. Publicity. The Authority reserves the right to publicize the issuance of this Letter and the provision of the Funds. Recipient shall notify the Authority immediately of any proposed formal publicity in connection with the Program that is arranged or promoted by Recipient or any other party participating in the Program. Formal publicity includes, but is not limited to, participation in news conferences and media events. The Authority shall have the right to approve the dates of any formal publicity events and the content of any media releases for such events. Recipient shall prominently display the Authority's name and logo and a statement that financing for the Program has been provided by the Authority on a sign or other form of announcement. The use of the Authority's name in any other signage, advertising or in any other manner is subject to the Authority's prior written consent.

13. Survival of Obligations. Recipient's obligations as set forth in this Letter shall survive the Closing Date and Recipient shall continue to cooperate with the Authority and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Funding Agreement, the Authority shall determine which document shall control.
14. Notices. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified United States mail, postage prepaid, return receipt requested.

If to Recipient:

City of Decatur
1 Gary K Anderson Plaza
Decatur, Illinois 62523
Attention: The Honorable Julie Moore Wolfe

If to Authority:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attention: Legal Department

Such addresses may be changed by notice to the other party given in the same manner as provided in this Letter. Any notice, demand, request or other communication sent pursuant to subsection (a) shall be served and effective upon such personal service. Any notice, demand, request or other communication sent pursuant to subsection (b) shall be served and effective one (1) business day after deposit with the overnight courier. Any notice, demand, request or other communication sent pursuant to subsection (c) shall be served and effective three (3) business days after proper deposit with the United States Postal Service.

15. Counterparts and Electronic Transmission. This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the Letter, but all such counterparts shall constitute one and the same instrument. A signed copy of this Letter transmitted by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Letter.

Very truly yours,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Name: Maureen Ohle
Its: General Counsel

Accepted by Recipient on

Date: _____

CITY OF DECATUR,
an Illinois unit of local government

By: _____
Name: Julie Moore Wolfe
Its: Mayor

EXHIBITS

EXHIBIT A: PROGRAM RULES

EXHIBIT B: TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

EXHIBIT C: DRUG FREE WORKPLACE CERTIFICATE

EXHIBIT A

PROGRAM RULES

(attached)

EXHIBIT B

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): CITY OF DECATUR

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number 37-6001308 _____

Legal Status (check one):

- | | |
|--|--|
| ☐ Individual | ☒ <u>X</u> Governmental |
| ☐ Sole Proprietorship | ☐ Nonresident alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-exempt | ☐ Pharmacy (non-corporate) |
| ☐ Corporation providing or billing medical and/or health care services | ☐ Pharmacy/Funeral Home/Cemetery (Corp.) |
| ☐ Corporation <u>NOT</u> providing or billing medical and/or health care services | ☐ Limited Liability Company (select applicable tax classification)
☐ D = disregarded entity
☐ C = corporation
☐ P = partnership |
| ☐ Other: _____ | |

Recipient Signature

Date

EXHIBIT C

DRUG FREE WORKPLACE CERTIFICATE

STATE OF ILLINOIS

This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment from contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, “grantee” or “contractor” means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of the issuing of the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

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

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace;
- (2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- (3) Notifying the employees that, as a condition of employment on such contract or grant, the employee will:
 - A. abide by the terms of the statement; and
 - B. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

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

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs;
and

(4) the penalties that may be imposed upon an employee for drug violations.

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

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

(e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

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

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

CITY OF DECATUR,
an Illinois unit of local government

By: _____

Name: Julie Moore Wolfe

Its: Mayor

Legal Department

DATE:

MEMO:

TO: Mayor Julie Moore Wolfe & Members of the City Council

FROM: Scot Wrighton, City Manager

SUBJECT:

Ordinance Authorizing Acceptance of Certain Properties of Macon County Trustee for Public Purpose

SUMMARY RECOMMENDATION: It is recommended that the ordinance be adopted.

BACKGROUND:

In addition to the information in Mr. Patrick's memo, it is important to point out that these sixty-seven lots are not the total number of unclaimed and unbid lots from this year's tax foreclosure sale in the city of Decatur. Rather, they are ones that are concentrated in the City Council's target area, are ones with large city liens, and are located areas where the city is attempting to attach the newly added MCT lots to ones already owned by the city. In short, the city picked these lots.

Additionally, the city has met with the county staff to develop and implement a procedure for uniformly handling the annual cluster of additional properties that remain unclaimed after each tax foreclosure sale. This procedure will be memorialized in the form of a MOU this year, and codified with an intergovernmental agreement to cover subsequent years.

ATTACHMENTS:

Description	Type
Community Development Memorandum 21-02	Cover Memo
Ordinance Authorizing Acceptance of Certain Properties of Macon County Trustee for Public Purpose	Ordinance

COMMUNITY DEVELOPMENT MEMORANDUM
No. 21-02

February 1, 2021

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Community Development

SUBJECT: Ordinance Authorizing Acceptance of Macon County Trustee properties for Public Use

RECOMMENDATION: Staff recommends the City Council authorize acceptance of sixty-seven (67) Macon County Trustee properties into the city’s land inventory. This ordinance is needed to satisfy the final step of our current agreement with Macon County to receive these properties, pending Macon County Board approval. This is a legal requirement for the County to transfer properties owned by Macon County Trustee to the City. The properties will be integrated into the City’s community revitalization projects to be used in a manner that is consistent with our overall goals.

BACKGROUND: The City Council authorized the acceptance of approximately 750 Macon County Trustee lots at \$75 per lot in April 2019 into the city’s land inventory for the purpose of creating critical mass for new development. Currently, Macon County has been unable to sell these sixty-seven (67) properties that are adjacent to other properties in the city’s land inventory. Of the 67 properties, 29 has a structure. Macon County has agreed to transfer them to the City for \$150 per lot for a total of \$10,050. Funds will be used from the sale of side-lots to cover this expense. These are properties that the City is already maintaining on an annual basis by way of mowing and/or securing the properties. In 2020, the City’s cost for maintaining Macon County Trustee and City-owned properties was approximately \$353,000.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: Macon County Staff.

STAFF REFERENCE: Should the City Council have any questions, they may contact Cordaryl M. Patrick, Director of Community Development, at 424-2727 or e-mail cpatrick@decaturil.gov.

BUDGET/TIME IMPLICATIONS: Because the City has been maintaining the Macon County Trustee properties for several years, there will not be an increase in operations cost. However, there will be a need for additional funds in the future for demolition cost.

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING ACCEPTANCE OF CERTAIN PROPERTIES OF
MACON COUNTY TRUSTEE FOR PUBLIC PURPOSE**

WHEREAS, the City (“City”) and County of Macon (“County”) are units of local government as defined by Article VII, Section 1, of the Constitution of the State of Illinois; and,

WHEREAS, the City and County are authorized and empowered by Article VII, Section 10 of the Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) to enter into Intergovernmental Agreements; and,

WHEREAS, the County owns various parcels of land pursuant to the tax deed foreclosure process found in 35 ILCS 22/1-1 et. seq. more particularly described in Exhibit A attached hereto; and,

WHEREAS, the County has attempted to sell these parcels at various public auctions and there remain many parcels that have not been purchased at these public auctions; and,

WHEREAS, the City is a municipality with territory located wholly within the County; and,

WHEREAS, the City desires to improve, revitalize and redevelop its neighborhoods and community and has determined that the properties owned by the County are an important portion of said improvement, revitalization and redevelopment with the goal to return the properties and parcels owned by the County to the tax rolls thus increasing the tax revenues for the City, County and various taxing districts; and,

WHEREAS, the County has agreed to transfer under certain conditions the properties set out in Exhibit A to the City and the City has agreed to accept the properties under certain conditions.

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

Section 1. That the City declares that it is necessary and convenient for it to use, occupy and/or improve the property owned by the County as more particularly set out in Exhibit A for the making of public improvements and for the public purpose of improving, revitalizing and redeveloping the City.

Section 2. That the City shall pay \$150 per lot for those lots owned by the Macon County Trustee as set forth in Exhibit A.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of February, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this _____ day of _____, 2021.

KIM ALTHOFF, CITY CLERK

Parcel No.	Property Address
1. 04-12-02-457-018	936 E. GARFIELD AVE.
2. 04-12-03-479-007	2042 N. UNION ST.
3. 04-12-08-354-010	727 N. CAROLINA AVE.
4. 04-12-09-426-002	1285 W. GRAND AVE.
5. 04-12-10-254-007	1412 N. MONROE ST.
6. 04-12-10-277-006	1566 N. CHURCH ST.
7. 04-12-10-326-003	889 W. GRAND AVE.
8. 04-12-10-327-017	1128 N. VAN DYKE ST.
9. 04-12-10-327-022	874 W. PACKARD ST.
10. 04-12-10-331-034	1125 N. MONROE ST.
11. 04-12-10-332-008	663 W. PACKARD ST.
12. 04-12-10-354-009	1049 W. GREEN ST.
13. 04-12-10-377-005	727 W. MARIETTA ST.
14. 04-12-10-408-016	1025 N. EDWARD ST.
15. 04-12-10-409-020	1033 N. UNION ST.
16. 04-12-10-426-024	1209 N. CHURCH ST.
17. 04-12-10-429-002	1164 N. UNION ST.
18. 04-12-10-455-019	851 N. EDWARD ST.
19. 04-12-10-456-009	820 N. EDWARD ST.
20. 04-12-11-104-018	323 E. OLIVE ST.
21. 04-12-11-107-026	520 E. OLIVE ST.
22. 04-12-11-129-016	1665 N. MORGAN ST.
23. 04-12-11-156-021	430 E. CENTER ST.
24. 04-12-11-156-022	436 E. CENTER ST.
25. 04-12-11-156-029	532 E. CENTER ST.
26. 04-12-11-157-010	515 E. CENTER ST.
27. 04-12-11-157-027	E. WAGGONER ST.
28. 04-12-11-157-028	E. WAGGONER ST.
29. 04-12-11-158-023	446 E. GRAND AVE.
30. 04-12-11-158-024	456 E. GRAND AVE.
31. 04-12-11-180-021	1421 N. MORGAN ST.
32. 04-12-11-229-011	1204 E. WALNUT ST.
33. 04-12-11-277-003	1221 E. HICKORY ST.
34. 04-12-11-403-001	1103 E. GRAND AVE.
35. 04-12-11-428-003	1425 E. GRAND AVE.
36. 04-12-11-429-018	E. CONDIT ST.
37. 04-12-11-429-019	E. CONDIT ST.
38. 04-12-11-429-020	1200 E. CONDIT ST.
39. 04-12-11-430-001	1305 E. LEAFLAND AVE.
40. 04-12-11-434-002	1413 E. CONDIT ST.

EXHIBIT A

Parcel No.	Property Address
41. 04-12-12-156-012	1612 E. GRAND AVE.
42. 04-12-12-302-023	E. CONDIT ST.
43. 04-12-13-110-004	1824 E. NORTH ST.
44. 04-12-13-131-013	1900 E. WILLIAM ST.
45. 04-12-13-131-015	E. WILLIAM ST.
46. 04-12-14-181-021	826 E. MAIN ST.
47. 04-12-14-211-012	1807 E. NORTH ST.
48. 04-12-14-236-001	1403 E. NORTH ST.
49. 04-12-14-236-002	1413 E. NORTH ST.
50. 04-12-14-255-024	115 N. ILLINOIS ST.
51. 04-12-14-258-023	1048 E. WOOD ST.
52. 04-12-14-258-024	1056 E. WOOD ST.
53. 04-12-14-284-002	1215 E. MAIN ST.
54. 04-12-14-286-013	1402 E. WOOD ST.
55. 04-12-14-353-020	603 S. JACKSON ST.
56. 04-12-14-379-001	606 S. MARTIN LUTHER KING JR. DR.
57. 04-12-14-380-007	747 E. WHITMER ST.
58. 04-12-14-403-024	E. JOHNS AVE.
59. 04-12-15-181-017	722 W. WOOD ST.
60. 04-12-15-181-018	704 W. WOOD ST.
61. 04-12-15-306-033	822 W. DECATUR ST.
62. 04-12-15-306-037	375 S. CREA ST.
63. 04-12-15-326-025	750 W. MACON ST.
64. 04-12-23-201-002	820 S. MAFFIT ST.
65. 04-12-23-207-002	1012 S. MAFFIT ST.
66. 04-12-23-207-008	956 E. CLEVELAND AVE.
67. 04-12-23-276-008	1287 E. VANDERHOOF ST.

EXHIBIT A

Public Works

DATE: 1/19/2021

MEMO: 2021-10

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing the Installation of Stop Signs at the Intersection of Summit Avenue at Harrison Avenue Facing Harrison Avenue.

SUMMARY RECOMMENDATION:

Staff recommends the approval of the attached Ordinance authorizing the installation of stop signs at the intersection of Summit Avenue and Harrison Avenue facing Harrison Avenue.

BACKGROUND:

City Staff was contacted by a concerned resident regarding an accident that recently occurred at the intersection of Summit Avenue and Harrison Avenue. Staff reviewed accident records and found this to be the only accident at this intersection in the last several years. Typically, a single accident may not show a need to install stop signs at a previously uncontrolled intersection; however, a review of the intersection showed that traffic treats Summit Avenue as the through street and traffic on Harrison almost always yields to traffic on Summit. Traffic on Summit expects traffic on Harrison to stop, so if a vehicle on Harrison has the right-of-way and chooses not to stop, a collision may occur. Installing stop signs on Harrison should clear up confusion and always give right-of-way to Summit Ave.

PRIOR COUNCIL ACTION:

There have been no prior Council actions.

POTENTIAL OBJECTIONS: No objections anticipated.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$200 for the installation of the requested signs and pavement markings.

Staffing Impact: Approximately 4 hours of staff time to make and install the signs.

Schedule: Stop signs are usually installed within 10 days of approval.

ATTACHMENTS:

Description	Type
Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Summit Avenue and West Harrison Avenue Facing West Harrison Avenue	Resolution Letter
Location Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF NORTH SUMMIT AVENUE AND WEST HARRISON AVENUE
FACING WEST HARRISON AVENUE**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on West Harrison Avenue approaching North Summit Avenue from the east and west shall stop and yield the right-of-way to vehicles on North Summit Avenue which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of February, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this ____ day of _____, 2021.

KIM ALTHOFF, CITY CLERK

**REQUESTED STOP SIGNS
N. SUMMIT AVENUE AT W. HARRISON AVENUE**



 **PROPOSED STOP SIGNS**

**City of Decatur, Illinois
Public Works Department
Engineering Division**

**Traffic Count performed on 1/11/2021
to 1/12/2021**

ADT (vehicles) = Average Daily Traffic

SPEED DATA:

xx mph = Average Speed

(xx mph) = 85th Percentile Speed

[illegible]

Public Works

DATE: 1/19/2021

MEMO: 2021-11

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Warren Street and East Orchard Street Facing East Orchard Street with the Removal of Stop Signs Facing North Warren Street.

SUMMARY RECOMMENDATION:

Staff recommends the approval of the attached Ordinance authorizing the installation of stop signs at the intersection of Warren Street and Orchard Street facing Orchard Street, with the removal of existing stop signs facing North Warren Street.

BACKGROUND:

The construction of the new Baby Talk/DMCOC building located within the Community Care Campus severed the connection of Orchard Street between Water Street and Warren Street. The intersection of Warren and Orchard is now a T-intersection with Warren Street serving as the through street. With the new configuration of the intersection, it is proposed to remove the stop signs facing Warren Street and install a stop sign facing Orchard Street to the east.

PRIOR COUNCIL ACTION:

There have been no prior Council actions.

POTENTIAL OBJECTIONS: No objections anticipated.

INPUT FROM OTHER SOURCES: None

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: Budgetary impacts are approximately \$100 for the installation of the requested

signs and pavement markings.

Staffing Impact: Approximately 3 hours of staff time to make and install the signs.

Schedule: Stop signs are usually installed within 10 days of approval.

ATTACHMENTS:

Description	Type
Ordinance Authorizing the Installation of Stop Signs at the Intersection of North Warren Street and East Orchard Street Facing East Orchard Street with the Removal of Stop Signs Facing North Warren Street	Ordinance
Location Map	Backup Material

ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE INSTALLATION OF STOP SIGNS AT THE
INTERSECTION OF NORTH WARREN STREET AND EAST ORCHARD STREET
FACING EAST ORCHARD STREET WITH THE REMOVAL OF STOP SIGNS FACING
NORTH WARREN STREET**

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

Section 1. That when appropriate signs are erected giving notice thereof, the driver of a vehicle on East Orchard Street approaching North Warren Street from the east shall stop and yield the right-of-way to vehicles on North Warren Street which have entered the intersection of said street or which are approaching so closely thereto as to constitute an immediate hazard, but said driver having so stopped and yielded the right-of-way may proceed at such time as a safe interval occurs.

Section 2. That the provisions of all Ordinances in conflict with the provisions of this Ordinance which insofar as the same do conflict therewith be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of February, 2021.

JULIE MOORE WOLFE, MAYOR

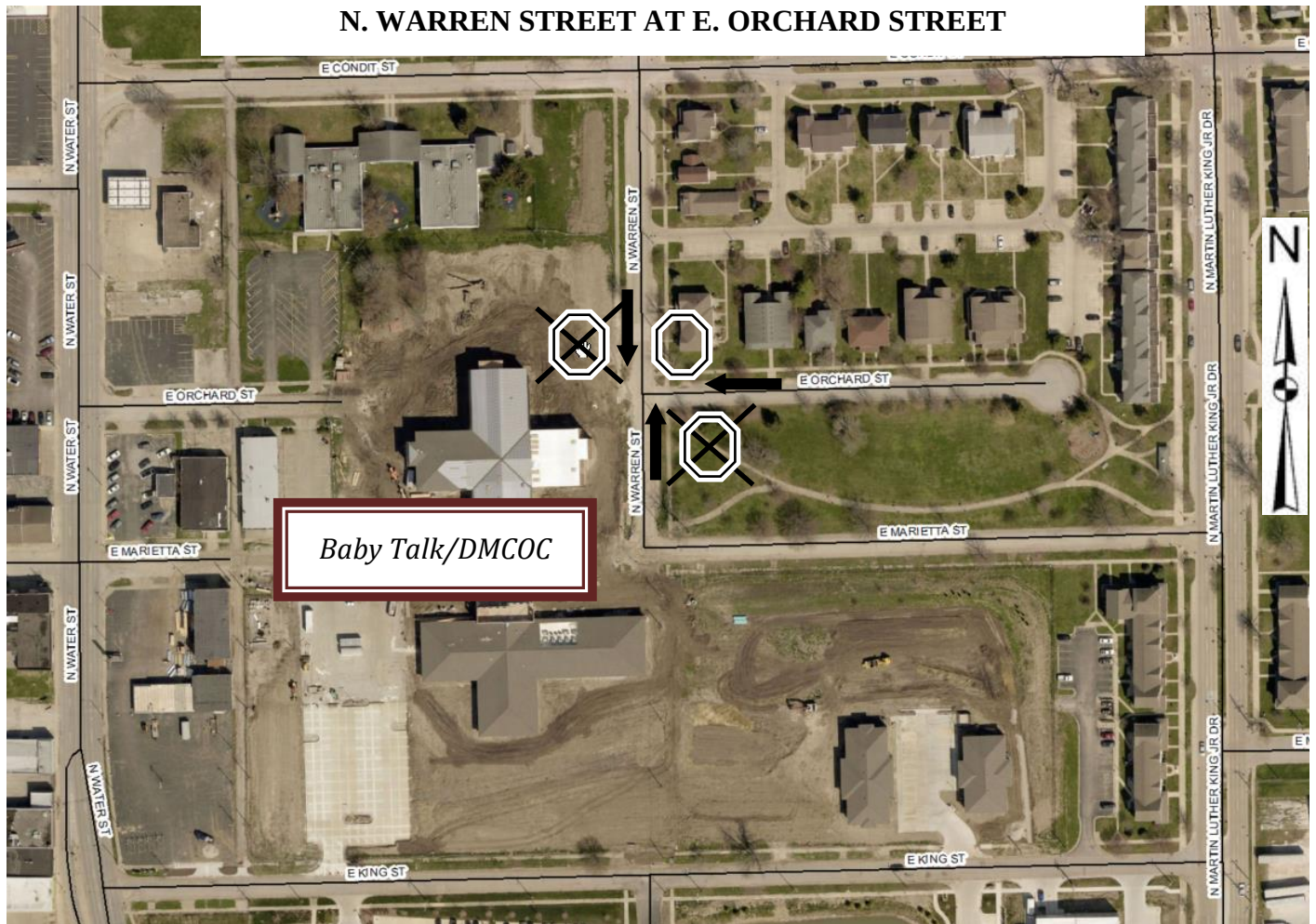
ATTEST:

KIM ALTHOFF, CITY CLERK

PUBLISHED this _____ day of _____, 2021.

KIM ALTHOFF, CITY CLERK

**CHANGE STOP CONTROLLED INTERSECTION
N. WARREN STREET AT E. ORCHARD STREET**



PROPOSED STOP SIGNS



REMOVE STOP SIGNS

**City of Decatur, Illinois
Public Works Department
Engineering Division**

City Clerk

DATE: 1/27/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Decatur Area Convention and Visitors Bureau

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Angela Harper to the Decatur Area Convention and Visitors Bureau board.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Angela Harper	Decatur Area Convention and Visitors Bureau	12/31/2021
---------------	---	------------

DATED this 1st day of February, 2021.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 1st day of February, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of February, 2021.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 1/27/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointments - Decatur Area Convention and Visitors Bureau

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Jerry Dawson and Phil Romano to the Decatur Area Convention and Visitors Bureau board.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Jerry Dawson	Decatur Area Convention and Visitors Bureau	12/31/2023
Phil Romano	Decatur Area Convention and Visitors Bureau	12/31/2023

DATED this 1st day of February, 2021.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
RESOLUTION APPROVING REAPPOINTMENTS

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

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

PRESENTED AND ADOPTED this 1st day of February, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of February, 2021.

Julie Moore Wolfe, Mayor