



**Monday, January 6, 2020
5:30 PM
City Council Chamber**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of December 16, 2019 City Council Meeting

IV. Unfinished Business

V. New Business

1. Ordinance Amending City Code Chapter 67 - Building Code
2. Ordinance Amending City Code Chapter 67.2 - Residential Building Code
3. Ordinance Amending City Code Chapter 68 - Mechanical Code
4. Ordinance Amending City Code Chapter 69 - Electrical Code
5. Ordinance Amending City Code Chapter 70.1 - Plumbing Code
6. Resolution Approving an Agreement with the Decatur Area Convention and Visitors Bureau
7. Resolution Authorizing an Agreement between the City of Decatur and IPHCA for a 2020 Census Grant
8. Resolution Authorizing City Manager to Execute a Professional Services Agreement with Dewberry Architects, Inc. for Architectural and Engineering Services to Design a New Fire Station No. 3
9. Resolution Approving an Agreement with Massie Massie and Associates for Professional Services to Develop Concept Improvement Plans for Rt. 51 Between Eldorado Street and Pershing Road City Project 2020-01
10. Resolution Authorizing Waiving of Fines, Fees, Penalties or Costs for Violations of City Code Chapter 34-Traffic and Parking
11. Consent Calendar: Items on the Consent Agenda/Calendar are matters

requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.

- A. Ordinance Annexing Territory 3223 Desert Inn Road
- B. Ordinance Annexing Territory 1777 Plainview Street

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of December 16, 2019 City Council Meeting

ATTACHMENTS:

Description	Type
December 16, 2019 City Council Minutes	Backup Material

CITY COUNCIL MINUTES
Monday, December 16, 2019

On Monday, December 16, 2019, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker and Bill Faber. 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 individuals provided comments to the Council: John Phillips, Jr., Daniel Ray Pickrel, Kyle Fair, A'Nejhia Doss, Lola Gordon, Ty Hildum, Jacob Jenkins, Marc Girdler, Reed Sutman, William Wetzel, Nick Woodroof, James Reed, Autumn Woolsey, Cameron Williams, Chase Doolin, Justin Weaver, and Drew Laney.

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

The minutes of the December 2nd, 2019 City Council meeting were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilwoman Lisa Gregory and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business.

2019-251 Ordinance Annexing Territory Entirely Surrounded by the City Limits-East Mound Road, North Greenswitch Road, Cleta Street, Carolyn Avenue, was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Ordinance.

Council held a short discussion concerning annexations.

Mr. Marc Girdler commented on the Ordinance.

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

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

Finance Director Gregg Zientara presented the Treasurer's Financial Report and answered questions from Council.

2019-252 Ordinance Adopting the Fiscal Year 2020 Budget and Appropriating Monies for the Purpose of Defraying the Expenses of Departments and Funds of the City of Decatur, Illinois for the Fiscal Year Beginning January 1, 2020 and Ending December 31, 2020, Including All Outstanding Claims and Obligations, and Fixing a Time When the Same Shall Take Effect, was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Ordinance.

Council voiced their opinions on the budget.

The following citizens provided input on the budget: John Phillips, Jr., Sandra Lindberg, Jacob Jenkins, Marc Girdler, Chase Doolin, William Wetzell, and Autumn Woolsey.

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

2019-253 Ordinance Appropriating Additional Monies for the Purpose of Defraying the Expenses for Certain Funds of the City of Decatur, Illinois for the Fiscal Year Ending December 31, 2019, was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Ordinance.

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

R2019-205 Resolution Authorizing Collective Bargaining Agreement for Pay and Benefits - AFSCME Council 31 and Local 268, General Service Employees, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

By consent of the City Council, the Resolution was amended to add Exhibit H next to Exhibit G at the top of page 333 of the City Council packet and to remove pages 334-440 from the City Council packet (Health Insurance Highlights and 2020 and Summary of Benefits and Coverage).

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

R2019-206 Resolution Authorizing Payment of the 2020 Central Illinois Regional Dispatch Center Invoice - User Fees for the Decatur Police Department and Decatur Fire Department, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Police Chief Jim Getz answered questions from Council regarding calls for service.

City Manager Wrighton addressed questions from Chase Doolin regarding user fees.

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

R2019-207 Resolution Authorizing a Grant Agreement Between the Howard G. Buffett Foundation and the City of Decatur for the Salary and Benefit Expense of a Full Time DUI Enforcement Officer, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

Chief Getz answered questions from Council.

The following citizens provided input on the Resolution: John Phillips, Jr., Kyle Fair, Robert Jefferson, James Reed, Jacob Jenkins, Chase Doolin, Cameron Williams, Lashon Adams, Drew Laney, Reed Sutman, Marc Girdler, Sean Clemmons, William Wetzel, Darius Isaiah, Autumn Woolsey, Ty Hildum, Kyle Fair, Jim Spaniol, Troy Kenricks.

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

R2019-208 Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality Under the Illinois Highway Code City Project 2020-08, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Resolution.

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

R2019-209 Resolution Approving Change Order No. 22 to the Contract with Great Lakes Dredge and Dock, LLC for Lake Decatur Dredging of Basin 1-4 and the Rehabilitation of the Oakley Sediment Basin City Project W1314, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Resolution and answered questions from John Phillips, Jr. and Sandra Lindberg.

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

2019-254 Ordinance Annexing Territory Entirely Surrounded by the City Limits-2275 Baker Lane, 2235 Baker Lane, 3213 Sullivan Drive, 2202 Baker Lane, was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Ordinance.

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

2019-255 Ordinance Annexing Territory Entirely Surrounded by the City Limits-2620 Forest Crest Road AKA 2620 S. Forest Crest Road, was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

City Manager Wrighton gave a brief overview of the Ordinance.

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

2019-256 Ordinance Annexing Territory Entirely Surrounded by the City Limits-2636 Forest Crest Road AKA 2636 S. Forest Crest Road, was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

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

2019-257 Ordinance Annexing Territory Entirely Surrounded by the City Limits-2660, 2676, 2690, 2722, 2772 Forest Crest Road AKA S. Forest Crest Road, was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

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

2019-258 Ordinance Annexing Territory Entirely Surrounded by the City Limits-55 Tennison Court, was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

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

2019-259 Ordinance Annexing Territory Entirely Surrounded by the City Limits-13 Cloyds Drive, was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

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

2019-260 Ordinance Annexing Territory Entirely Surrounded by the City Limits-840 North Sunup Court AKA 840 Sunup Court, was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

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

2019-261 Ordinance Annexing Territory Entirely Surrounded by the City Limits-Lot East of 1339 West Rock Springs Road, was presented. Councilman Pat McDaniel moved the Ordinance do pass, seconded by Councilwoman Lisa Gregory.

Upon call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber 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 O. and asked if any Council member wished to have an item removed from the Consent Calendar. Councilman Horn wished to remove Item O. from the Consent Calendar. The Clerk read items A. through N.

Item A. 2019-262 Ordinance Annexing Territory 3248 Burt Drive
 Item B. 2019-263 Ordinance Annexing Territory 3530 Catherine Street
 Item C. 2019-264 Ordinance Annexing Territory 3415 Greenview Drive
 Item D. 2019-265 Ordinance Annexing Territory 3423 Greenview Drive
 Item E. 2019-266 Ordinance Annexing Territory 757 East Grove Road
 Item F. 2019-267 Ordinance Annexing Territory 1510 Plainview Street
 Item G. 2019-268 Ordinance Annexing Territory 3536 West Ravina Park Road
 Item H. 2019-269 Annexing Territory 1910 North Sunnyside Road
 Item I. 2019-270 Ordinance Annexing Territory 2303 Thunderbird Drive
 Item J. 2019-271 Ordinance Annexing Territory 4169 North Woodlawn Avenue
 Item K. 2019-272 Ordinance Authorizing the Installation of a Stop Sign at the Intersection of East King Street and North Warren Street Facing North Warren Street, and the Removal of the Stop Signs Facing East King Street
 Item L. R2019-210 Resolution Accepting the Bid of Dunn Company for the Purchase of Bituminous Pavement Materials
 Item M. R2019-211 Resolution Accepting the Bid of Beelman Logistics LLC for the Purchase of Crushed Stone Aggregate
 Item N. R2019-212 Resolution Accepting the Bid of Metal Culverts, Inc. for the Purchase of Corrugated Steel Pipe

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

Item O. R2019-213 Resolution Accepting the Bid of VCNA Prairie LLC for the Purchase of Portland Cement Concrete, was presented. Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

A discussion was held concerning the financial impact of hiring local companies compared to out of town companies when the bids come in really close together.

Councilman Pat McDaniel moved the Resolution do pass, seconded by Councilwoman Lisa Gregory.

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

Mayor Moore Wolfe called for Other Business.

It was announced that the next City Council meeting will be held on Monday, December 30, 2019; the time of the meeting is to be determined.

With no Other Business, Mayor Moore Wolfe called for adjournment. Councilman McDaniel moved the Council meeting be adjourned; seconded by Councilwoman Gregory and

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

Mayor Moore Wolfe declared the Council meeting adjourned at 8:05 p.m.

Approved _____
Kim Althoff
City Clerk

City Manager

DATE: 1/6/2020

MEMO: 2020 - 02

TO: Honorable Mayor Moore Wolfe & City Council Members

FROM: Scot Wrighton, City Manager
Jon Kindseth, Deputy City Manager
David Greenwell, Building Inspection Manager

SUBJECT: Consideration of Ordinances Amending Chapters 67, 67.2, 68, 69, & 70 as they relate to fees.

SUMMARY RECOMMENDATION: Staff recommends approval of the five following Ordinances which will primarily modify the fees staff collects when processing and issuing building permit fees.

BACKGROUND:

Staff has performed an analysis of our surrounding peer communities and determined we are significantly lower than any others. More importantly than this is the fact that the City loses money on our permitting service as currently provided. Our current fee structure is very complex and confusing for the average property owner, general contractors, and our staff tasked with administering this service. The permit fees are currently found in five separate ordinances depending upon the type of work being done. Under our current fee model, we lose money on the smallest projects and the larger, more complex projects.

The biggest benefits of this new fee structure is the simplicity of knowing what the fees are for any project that a person would undertake. The fees are based on the value of the work being done by the owner or contractor. The City will start charging for full plan reviews, as opposed to the current structure where plan review and inspection costs are absorbed by the City with the issuance of a permit fee. We believe the new fee structure is a more equitable model and thus we have seen this same trend among other professionally managed communities. Even with this fee increase, it is not expected that permit fees will cover all expenses related to processing and administering the building department division. Our fees will be more in line with unincorporated Macon County after this change, whereas now our fees are only about 50% of what theirs are.

Most permits for residential or commercial repairs are not likely to be impacted by this change. Most small projects are only going to be subjected to the minimum permit fee, thus not significantly impacted by this change. The permits that will be impacted are the smallest

fee permits like fences, where they were \$10 they will now likely be \$50. The most significantly impacted projects are the large new construction projects, where fees were not covering the plan review or inspection costs historically. Over the next year, the City will strive to conduct a more detailed analysis of the building division to determine if these new fees are adequate to cover costs, over if additional changes should be made to get permit related fees to cover the administration costs of providing this service.

This proposed increase in building fees was tentatively authorized by the City Council during their review of the recommended FY 2020 budget. These five ordinance amendments implement this council directive.

PRIOR COUNCIL ACTION: A comprehensive permit fees modification has not been done in the past decade or longer. Most of our current fees are significantly lower than what we believe to be the market average. A brief discussion over raising permit fees was had during the budget workshops in November.

POTENTIAL OBJECTIONS: There are no known objections to this recommended approach to the permit fees.

INPUT FROM OTHER SOURCES: Staff used budget data and fee schedules from our neighboring communities of Champaign, Peoria, Bloomington, Normal, Springfield, Quincy, and Macon County.

STAFF REFERENCE: Jon and David are available to answer any questions and will be in attendance at the City Council meeting to provide answers not previously provided.

BUDGET/TIME IMPLICATIONS: Currently taxes and general fund revenues are being used to subsidize the expenses related to permitting a new house being built in Decatur, for example. The increase in permit fees will reduce or eliminate that subsidy, and set the user fees to a level that pays for the service.

ATTACHMENTS:

Description	Type
Ordinance amending Chapter 67	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

- CHAPTER 67 -

- BUILDING CODE -

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

Section 1. That Chapter 67 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended, effective February 1, 2020, by amending language to Sections 4, 8, 9, 15(b) and 19 reflecting the amendment. Said Sections 4, 8, 9, 15(b) and 19 as so modified and amended, shall provide as follows:

4. BUILDING INSPECTIONS. Whenever in said Code reference is made to the code official such shall be taken to mean and shall be construed to refer to the Building Inspection Manager or his designee as fully as if said designation was set out therein in lieu of such words and whenever reference is therein made to the department of building inspections or similar reference such shall be taken to mean and shall be construed to refer to the Building Inspections Division of the Community Development Department as fully as if said designation was set out therein in lieu of such words.

(Amended, Ordinance No. 2017-07, February 6, 2017)

(Amended, Ordinance No. 2010-03, February 1, 2010)

(Amended, Ordinance No. 2007-19, April 2, 2007)

(Amended, Ordinance No. 2000-11, March 13, 2000)

8. APPLICATION FOR PERMIT. Application for a permit required by said Code or this Chapter shall be made by the owner or the person or entity in or entitled to possession of the premises where the proposed work is to be done, or by the agent of either, or by the engineer, architect or contractor connected with such work. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates.

9. FEE. No permit shall be issued except upon prior payment of the total building fee required by the following schedule. The fee schedule set forth hereafter is cumulative and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary. The amount of the fee required to accompany the application for a permit and to be paid to the City Treasurer shall be determined by the building official as follows:

(a) For all permits other than those particularly specified herein said amount shall be based upon the value of the proposed work in amounts as follows:

Residential Cost of Construction or Work Value	.5% or minimum \$50
Commercial Cost of Construction or Work Value	.75% or minimum \$150

Mixed use developments containing both Residential and Commercial uses in the same structure shall be subject to Commercial Fees. Separate permits for residential and commercial maybe applied for on developments which contain combined use in separate buildings or structures.

The total construction cost of the project shall include the value of all work performed, materials used and site improvements made in conjunction with the permit and shall be subject to review and adjustment by the building official if the costs submitted on the permit application do not reflect the actual costs.

(b) For permits to demolish structures the amount shall be as follows:

1 - 4 Unit Residential Structures	\$75 per unit
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Buildings which are accessory to residential structures (garages, sheds, etc)	\$35 per structure
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All other improvements or structures	\$250 or per work value as listed in item (a) above, whichever is greater
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(Amended, Ordinance No. 96-38, June 17, 1996).

(c) For permits to erect, construct, replace, repair or alter any sign or outdoor display structure, the amount shall be as follows:

Permanent Signs with or without electric	1% of work value or minimum of \$50 per sign
Temporary Signs	\$25 per sign

(Amended, Ordinance No. 2011-59, October 3, 2011)

(d) For permits to erect or install swimming pools, the amount shall be as follows:

Inground pool including electrical and plumbing required but not including any deck associated with pool	\$200
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Aboveground pool with electrical but not including associated decks	\$125
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Aboveground pool with no electric or plumbing	\$50
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(Amended, Ordinance No. 2005-38, May 2, 2005)

(e) For permits to erect tents, air supported structures or other temporary structures, the fees shall be as follows:

For tents, air supported or temporary structure (including concessions)	\$30
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If electrical required	\$50
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(Amended, Ordinance No. 2011-59, October 3, 2011)

(f) Plan Review Fees:

Residential Plan Review - 10% of permit fee or Minimum \$75 with maximum of \$250

Commercial Plan Review- 10% of permit fee or Minimum \$200 with maximum of \$1250

Two (2) plan reviews shall be included in the plan review fees. After the second review, there shall be a fee for each subsequent review of \$100 for residential or \$250 for commercial.

(Amended, Ordinance No. 96-38, June 17, 1996).

(g) An additional fee of \$50 will be assessed for permits to erect or construct new buildings or for additions or alterations to buildings whereby the work has not been completed and/or has not received “satisfactory” final inspections by the expiration date of the permit. This fee may be waived by the Building Inspections Manager if he determines that the reasons for delay are justified.

15. CONCESSIONS (Temporary Restaurants). (Amended, Ordinance No. 2011-59)

...(b) Permit – any concession that wishes to operate within City limits must first obtain a permit from the Building Inspections Division, of the Community Development Department. (Amended, Ordinance No. 2017-07, February 6, 2017)...

19. RE-INSPECTION FEES. A re-inspection fee of \$45 shall be assessed against the applicant for a construction permit, or in the case of a combined permit, against the licensed subcontractor, who has requested an inspection which cannot be completed and/or approved by the Inspection Division for any of the following reasons:

1) the work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made;

2) The inspection reveals that there are violations which should have been found and corrected by workers while simply checking their work before calling for an inspection;

3) the work for which the inspection has been requested has been covered up or hidden from view so that an inspection cannot be made;

4) The Inspector is unable to gain entry at the time requested by the contractor; or

5) When previously noted violations have not been corrected.

Fees assessed as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under Section of this Chapter.

No certificate of occupancy shall be issued for any building for which permit or re-inspection fees are unpaid.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of January, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020.

CITY CLERK

ADDITIONS AND DELETIONS

- CHAPTER 67 - - BUILDING CODE -

4. **BUILDING INSPECTIONS.** Whenever in said Code reference is made to the code official such shall be taken to mean and shall be construed to refer to the Building Inspection Manager or his designee as fully as if said designation was set out therein in lieu of such words and whenever reference is therein made to the department of building inspections or similar reference such shall be taken to mean and shall be construed to refer to the Building Inspections Division of the ~~Economic and~~ Community Development Department as fully as if said designation was set out therein in lieu of such words.

(Amended, Ordinance No. 2017-07, February 6, 2017)

(Amended, Ordinance No. 2010-03, February 1, 2010)

(Amended, Ordinance No. 2007-19, April 2, 2007)

(Amended, Ordinance No. 2000-11, March 13, 2000)

8. **APPLICATION FOR PERMIT.** Application for a permit required by said Code or this Chapter shall be made by the owner or the person or entity in or entitled to possession of the premises where the proposed work is to be done, or by the agent of either, or by the engineer, architect or contractor connected with such work. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates.

9. **FEE.** No permit shall be issued except upon prior payment of the total building fee required by the following schedule. The fee schedule set forth hereafter is cumulative, and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary. The amount of the fee required to accompany the application for a permit and to be paid to the City Treasurer shall be determined by the building official as follows:

(a) For all permits other than those particularly specified herein said amount shall be based upon the value of the proposed work in amounts as follows:

<u>WORK VALUE</u>	<u>FEE</u>
\$ 0 - \$2,000	\$35
\$2,001 - \$3,000	\$45
\$3,001 - \$5,000	\$50
\$5,001 - \$1,000,000	\$50 plus \$5 for each \$1,000 or fraction thereof over \$5,000
Over \$1,000,000	\$5,025 plus \$4 for each \$10,000 or fraction thereof over \$1,000,000

Residential Cost of Construction or Work Value .5% or minimum \$50

Commercial Cost of Construction or Work Value .75% or minimum \$150

Mixed use developments containing both Residential and Commercial uses in the same structure shall be subject to Commercial Fees. Separate permits for residential and commercial maybe applied for on developments which contain combined use in separate buildings or structures.

The total construction cost of the project shall include the value of all work performed, materials used and site improvements made in conjunction with the permit and shall be subject to review and adjustment by the building official if the costs submitted on the permit application do not reflect the actual costs.

(b) For permits to demolish structures the amount shall be as follows:

1 - 4 Unit Residential Structures	\$50	<u>\$75 per unit</u>
Buildings which are accessory to residential structures (garages, sheds, etc)	\$25	<u>\$35 per structure</u>
All other improvements or structures listed in item (a) above, whichever is greater		\$50 <u>\$250</u> or per work value as

(Amended, Ordinance No. 96-38, June 17, 1996).

~~(c) For permits to erect new one or two family residential structures, room additions to such structures, accessory buildings to such structures, or additions to accessory structures the amount shall be as follows:~~

~~———— Square footage of finished living space x \$.25 plus square footage of unfinished space (includes basements, garages, decks, porches and other accessory) x \$.15, minimum fee shall be \$50. (Amended, Ordinance No. 2011-59; Ordinance No. 96-38)~~

~~(d) For permits to alter or repair one and two family residential structures or residential accessory buildings, the amount shall be as follows:~~

~~———— Building/structural alteration or repair ———— \$50~~

~~(Amended, Ordinance No. 2011-59; Ordinance No. 96-38)~~

~~(e) For permits to alter or repair other than one and two family residential structures or residential accessory buildings, the amount shall be per work value as listed in item (a) above.~~

~~———— (f) For permits to erect or construct new buildings or additions to buildings other than one or two family residential or residential accessory buildings, the amount shall be per work value as listed in item (a) above.~~

~~(g)~~ (c) For permits to erect, construct, replace, repair or alter any sign or outdoor display structure, the amount shall be as follows:

Sign without electrical work

~~Use fee schedule in Section 9~~

Permanent Signs with or without electric

1% of work value or

minimum of \$50 per sign

Temporary Signs

\$25 per sign

Add \$25 for new electrical circuit(s) for signs

(Amended, Ordinance No. 2011-59, October 3, 2011)

~~(h)~~ (d) For permits to erect or install swimming pools, the amount shall be as follows:

Inground pool including electrical and plumbing required but not including any deck associated with pool	\$70	<u>\$200</u>
Aboveground pool with electrical but not including associated decks	\$50	<u>\$125</u>
<u>Aboveground pool with no electric or plumbing</u>		<u>\$50</u>

(Amended, Ordinance No. 2005-38, May 2, 2005)

~~(i)~~ (e) For permits to erect tents, air supported structures or other temporary structures, the fees shall be as follows:

For tents, air supported or temporary structure (including concessions)	\$30
If electrical required	\$50

(Amended, Ordinance No. 2011-59, October 3, 2011)

~~(j) For permits to erect fences~~ ~~_____~~ ~~\$10~~

~~(Amended, Ordinance No. 2009-39, May 18, 2009)~~

~~(k)~~ (f) Plan Review Fees:

Residential Plan Review - 10% of permit fee or Minimum \$75 with maximum of \$250

Commercial Plan Review- 10% of permit fee or Minimum \$200 with maximum of \$1250

Two (2) plan reviews ~~for other than one and two family dwellings~~ shall be included in the ~~permit~~ plan review fees. After the second review, there shall be a fee for each subsequent review of \$100 for residential or \$250 for commercial.

(Amended, Ordinance No. 96-38, June 17, 1996).

(g) An additional fee of \$50 will be assessed for permits to erect or construct new buildings or for additions or alterations to buildings whereby the work has not been completed and/or has not received “satisfactory” final inspections by the expiration date of the permit. This fee may be

waived by the Building Inspections Manager if he determines that the reasons for delay are justified.

15. CONCESSIONS (Temporary Restaurants). (Amended, Ordinance No. 2011-59)

...(b) Permit – any concession that wishes to operate within City limits must first obtain a permit from the Building Inspections Division, of the the ~~Economic and~~ Community Development Department. (Amended, Ordinance No. 2017-07, February 6, 2017)...

19. RE-INSPECTION FEES. A re-inspection fee of ~~\$30.00~~ \$45 shall be assessed against the applicant for a construction permit, or in the case of a combined permit, against the licensed subcontractor, who has requested an inspection which cannot be completed and/or approved by the Inspection Division for any of the following reasons:

1) the work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made;

2) The inspection reveals that there are violations which should have been found and corrected by workers while simply checking their work before calling for an inspection;

3) the work for which the inspection has been requested has been covered up or hidden from view so that an inspection cannot be made;

4) The Inspector is unable to gain entry at the time requested by the contractor; or

5) When previously noted violations have not been corrected.

Fees assessed as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under Section of this Chapter.

No certificate of occupancy shall be issued for any building for which permit or re-inspection fees are unpaid.

SUBJECT: Ordinance Amending City Code Chapter 67.2 - Residential Building Code

ATTACHMENTS:

Description	Type
Ordinance amending Chapter 67.2	Ordinance

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 67.2 –
-RESIDENTIAL BUILDING CODE –**

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

Section 1. That Chapter 67.2 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended, effective February 1, 2020, by amending language to Sections 4, 9, 10 and 15 reflecting the amendment. Said Sections 4, 9, 10 and 15, as so modified and amended, shall provide as follows:

4. BUILDING INSPECTIONS. Whenever in said Code reference is made to the “code official”, such shall be taken to mean and shall be construed to refer to the Building Inspections Manager or his designee as fully as if said designation was set out therein in lieu of such words; whenever reference is therein made to the Department of Building Inspections or similar reference, such shall be taken to mean and shall be construed to refer to the Building Inspections Division of the Community Development Department as fully as if said designation was set out therein in lieu of such words.

(Amended, Ordinance No. 2017-07, February 6, 2017)

(Amended, Ordinance No. 2010-03, February 1, 2010)

(Amended, Ordinance No. 2009-39, May 18, 2009)

9. APPLICATION FOR PERMIT. Application for a permit required by said Code or this Chapter shall be made by the owner or the person or the person or entity in or entitled to possession of the premises where the proposed work is to be done, or by the agent of either, or by the engineer, architect or contractor connected with such work. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates.

10. FEE. No permit shall be issued except upon prior payment of the total building fees as set forth in Chapter 67, Section 9. The fee schedule set forth is cumulative, and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates.

15. RE-INSPECTION FEES. A re-inspection fee of \$45 shall be assessed the applicant for a construction permit, or in the case of a combined permit, against the licensed subcontractor, who has requested an inspection which cannot be completed and/or approved by the Inspection Division for any of the following reasons:

1) The work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made;

2) The inspection reveals that there are violations which should have been found and corrected by workers while simply checking their work before calling for an inspection.

- 3) The work for which the inspection has been requested has been covered up or hidden from view so that an inspection cannot be made;
- 4) The Inspector is unable to gain entry at the time requested by the contractor, or
- 5) When previously noted violations have not been corrected.

Fees assessed as herein provided may be appeals to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under Section of this Chapter.

No Certificate of Occupancy shall be issued for any building for which re-inspection fees are unpaid.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of January, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020.

CITY CLERK

ADDITIONS AND DELETIONS

- CHAPTER 67.2 – - RESIDENTIAL BUILDING CODE –

4. **BUILDING INSPECTIONS.** Whenever in said Code reference is made to the “code official”, such shall be taken to mean and shall be construed to refer to the Building Inspections Manager or his designee as fully as if said designation was set out therein in lieu of such words; whenever reference is therein made to the Department of Building Inspections or similar reference, such shall be taken to mean and shall be construed to refer to the Building Inspections Division of the ~~Economic and~~ Community Development Department as fully as if said designation was set out therein in lieu of such words.

(Amended, Ordinance No. 2017-07, February 6, 2017)

(Amended, Ordinance No. 2010-03, February 1, 2010)

(Amended, Ordinance No. 2009-39, May 18, 2009)

9. **APPLICATION FOR PERMIT.** Application for a permit required by said Code or this Chapter shall be made by the owner or the person or the person or entity in or entitled to possession of the premises where the proposed work is to be done, or by the agent of either, or by the engineer, architect or contractor connected with such work. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates.

10. **FEE.** No permit shall be issued except upon prior payment of the total building fees as set forth in Chapter 67, Section 9. The fee schedule set forth is cumulative, and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates.

~~The amount of the fee required to accompany the application for a permit and to be paid to the City Treasurer shall be determined by the building official as follows:~~

~~_____ (a) For permits to demolish structures the amount shall be as follows:~~

~~_____ 1-4 Unit Residential Structures _____ \$50~~

~~_____ Buildings which are accessory to residential structures _____ \$25
_____ (garages, sheds, etc.)~~

~~_____ Other _____ \$50 or per work value as
_____ listed in item (a) above,
_____ whichever is greater.~~

~~_____ (b) For permits to erect new one or two family residential structures, room additions to such structures, accessory buildings to such structures, or additions to accessory structures, the amount shall be as follows:~~

~~_____ Square footage of finished living space x \$.25 plus square footage of unfinished space
(includes basements, garages, decks, porches and other accessory) x \$.15.~~

~~_____ (c) For permits to alter or repair one and two family residential structures or residential accessory buildings, the amount shall be as follows:~~

~~_____ Building/structural alteration or repair _____ \$50~~

~~_____ Electrical:~~

~~_____ Add up to 2 circuits, or install additional new _____ \$25 per unit
_____ outlets, or repair damaged wiring~~

~~_____ Change or upgrade electrical service or add more than _____ \$35 per unit
_____ 2 new circuits, or install new wiring for more than 2
_____ Circuits~~

~~_____ Mechanical:~~

~~_____ Furnace or air conditioning unit or equipment _____ \$25 per unit
_____ replacement, or installation~~

~~_____ Electrical wiring for new/add on furnace or air _____ \$25 per unit
_____ Conditioning~~

~~Plumbing \$6 per fixture with a minimum of \$25 per unit~~

~~(d) For permits to alter or repair other than one and two family residential structures or residential accessory buildings, the amount shall be per work value as listed in item (a) above.~~

~~(e) For permits to erect or construct new buildings or additions to buildings other than one or two family residential or residential accessory buildings, the amount shall be per work value as listed in item (a) above.~~

~~(f) For permits to erect or install swimming pools, the amount shall be as follows:~~

~~Inground pool including electrical and plumbing required \$70
but not including any deck associated with pool~~

~~Above ground pool but not including associated decks \$25~~

~~Above ground pool with electrical but not including \$50
but not including associated decks.~~

~~(g) For permits to erect boathouses, shore walls, or \$30
permanent docks~~

~~(h) Fences (all types) \$10~~

~~(i) An additional fee of \$50 will be assessed for permits to erect or construct new buildings or for additions or alterations to buildings whereby the work has not been completed and/or has not received "satisfactory" final inspections by the expiration date of the permit. This fee may be waived by the Building Inspections Manager if he determines that the reasons for delay are justified.~~

15. RE-INSPECTION FEES. A re-inspection fee of ~~\$30.00~~ \$45 shall be assessed the applicant for a construction permit, or in the case of a combined permit, against the licensed subcontractor, who has requested an inspection which cannot be completed and/or approved by the Inspection Division for any of the following reasons:

- 1) The work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made;
- 2) The inspection reveals that there are violations which should have been found and corrected by workers while simply checking their work before calling for an inspection.
- 3) The work for which the inspection has been requested has been covered up or hidden from view so that an inspection cannot be made;
- 4) The Inspector is unable to gain entry at the time requested by the contractor, or
- 5) When previously noted violations have not been corrected.

Fees assessed as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under Section of this Chapter.

No Certificate of Occupancy shall be issued for any building for which re-inspection fees are unpaid.

SUBJECT: Ordinance Amending City Code Chapter 68 - Mechanical Code

ATTACHMENTS:

Description	Type
Ordinance amending Chapter 68	Ordinance

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 68 –
-MECHANICAL CODE –**

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

Section 1. That Chapter 68 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended, effective February 1, 2020, by amending language to Sections 4, 8, 9, 13 and 14 reflecting the amendment. Said Sections 4, 8, 9, 13 and 14, as so modified and amended, shall provide as follows:

4. BUILDING INSPECTIONS. Whenever in said Code reference is made to the code official such shall be taken to mean and shall be construed to refer to the Manager of Building Inspections or his designee as fully as if said designation was set out therein in lieu of such words and whenever reference is therein made to the department of building inspections or to the department of mechanical inspection or similar reference such shall be taken to mean and shall be construed to refer to the Inspections Division of the Community Development Department as fully as if said designation was set out therein in lieu of such words.

(Amended, Ordinance No. 2017-07, February 6, 2017)

(Amended, Ordinance No. 2010-03, February 1, 2010)

(Amended, Ordinance No. 2005-10, February 21, 2005)

(Amended, Ordinance No. 2000-11, March 13, 2000)

8. PERMIT REQUIRED. It shall be unlawful to do mechanical work in the City unless and until permit for the same has been obtained when required by and issued in accordance with the provisions of the Building Code. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates.

9. FEES REQUIRED. No permit shall be issued except upon prior payment of the total building fees as set forth in Chapter 67, Section 9. The fee schedule set forth is cumulative, and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary.

13. RE-INSPECTION FEES. A re-inspection fee of \$45 shall be assessed against the applicant for a construction permit, or in the case of a combined permit, against the licensed subcontractor, who has requested an inspection which cannot be completed and/or approved by the Inspection Division for any of the following reasons: (1) The work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made; (2) The inspection reveals that the mechanical system has code violations due to: Mechanical equipment and appliances not being installed in accordance with manufacturer's installation instructions for the labeled equipment; or (3) the work for which the inspection has been requested has been covered up or hidden from view so that an inspection cannot be made.

If an inspection can be made, but 3 or fewer items are found which need correction to fully comply with the Mechanical Code, the permit applicant or licensed subcontractor shall be notified in writing by the Inspection Division of the corrections required, and a re-inspection fee of \$30.00 shall be assessed against the permit applicant or licensed subcontractor only when any subsequently requested inspection reveals that any of the previously noted code violations have not been corrected. (Amended, Ordinance No. 2000-26, April 17, 2000)

Fees assessed as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under Section 11 of this Chapter. No Certificate of Occupancy shall be issued for any building for which re-inspection fees are unpaid.

14. WITHHOLDING OF PERMITS. Building permits may be withheld from a permit applicant, or in the case of combined permits from the licensed subcontractor, who is in violation of Chapters 67, 67.2, 68, 69, or 70.1 of the City Code at a location other than that for which a permit is being sought.

Such violation may include, but shall not be limited to the following:

- a. Failure to arrange for inspections required under Chapters 67, 67.2, 68, 69, and/or 70.1 of the City Code within a reasonable time frame.
- b. Failure to take reasonable requested action to uncover work which requires inspection but has been hidden from view of the inspector.
- c. Failure to pay required permit or re-inspection fees.
- d. Failure to obtain a building permit for work which required a building permit.
- e. Failure to take reasonable action to notify and obtain approval from the Inspections Division of changes made to approved building permits.
- f. Falsifying information on building permit applications.
- g. Performance of building permit work under an invalid or voided building permit.
- h. Failure to obtain a required Certificate of Occupancy before occupying or allowing occupancy of new construction or change in use.

Permit applicants from which permits are to be withheld must be notified by mailing notice of same to the permit applicant or licensed subcontractor by certified mail, return receipt requested. Said notice shall inform the permit applicant or licensed subcontractor of the violations, which if corrected, will allow the City to issue to the permit applicant or licensed subcontractor additional permits. Corrections shall be made within fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the permit applicant or licensed

subcontractor to appeal the same to the Construction and Housing Board of Appeals and the time limitation thereon.

The withholding of permits as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such withholding. An appeal shall stay the due date for corrections required until the date of the final order of the Board.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of January, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020.

CITY CLERK

ADDITIONS AND DELETIONS

- CHAPTER 68 – - MECHANICAL CODE –

4. **BUILDING INSPECTIONS.** Whenever in said Code reference is made to the code official such shall be taken to mean and shall be construed to refer to the Manager of Building Inspections or his designee as fully as if said designation was set out therein in lieu of such words and whenever reference is therein made to the department of building inspections or to the department of mechanical inspection or similar reference such shall be taken to mean and shall be construed to refer to the Inspections Division of the ~~Economic and~~ Community Development Department as fully as if said designation was set out therein in lieu of such words.

(Amended, Ordinance No. 2017-07, February 6, 2017)

(Amended, Ordinance No. 2010-03, February 1, 2010)

(Amended, Ordinance No. 2005-10, February 21, 2005)

(Amended, Ordinance No. 2000-11, March 13, 2000)

8. **PERMIT REQUIRED.** It shall be unlawful to do mechanical work in the City unless and until permit for the same has been obtained when required by and issued in accordance with the provisions of the Building Code. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates.

9. **FEES REQUIRED.** No permit shall be issued except upon prior payment of the total building fees as set forth in Chapter 67, Section 9. The fee schedule set forth is cumulative, and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary.

~~The amount of the fee required to accompany the application for a permit and to be paid to the City Treasurer shall be determined by the building official as follows:—~~

~~_____ a. For all permits other than those specified herein said amount shall be based upon the value of the proposed work in the amounts as follows:~~

_____ WORK VALUE	FEE
_____ \$0 - \$2,000	_____ \$35
_____ \$2,001 - \$3,000	_____ \$45

_____ WORK VALUE	FEE
_____ \$3,001 - \$5,000	_____ \$50
_____ \$5,001 - \$1,000,000	_____ \$50 Plus \$5 for each \$1,000 or fraction thereof over \$5,000
_____ Over \$1,000,000	_____ \$5,025 plus \$4 for each \$10,000 or fraction thereof over \$1,000,000

~~_____ (Amended, Ordinance No. 2011-50, August 15, 2011)~~

~~_____ (Amended, Ordinance No. 96-38, June 17, 1996)~~

~~_____ b. For permits to alter or repair one or two family residential accessory buildings, the amount shall be as follows:~~

_____ Furnace and/or air conditioning unit or equipment replacement or installation.....	_____ \$35 per dwelling unit
_____ Air conditioning add-on to existing mechanical.....	_____ \$35 per dwelling unit

~~_____ (Amended, Ordinance No. 2011-50, August 15, 2011)~~

~~_____ (Amended, Ordinance No. 96-38, June 17, 1996)~~

~~_____ c. For permits to alter or repair mechanical work in other than one or two family residential structures or residential accessory buildings, the amount shall be as per work value listed in item (a) above, with a minimum fee of \$35.00.~~

~~_____ (Amended, Ordinance No. 2011-50, August 15, 2011)~~

~~_____ (Amended, Ordinance No. 96-38, June 17, 1996)~~

~~———— d. For permits to install new mechanical work in new one or two family residential structures, room additions to such structures, or accessory buildings to such structures, the amount shall be included as part of a combined permit for building, electrical, mechanical, and plumbing and shall be included in the total fee as set forth in Chapter 67, Section 9 (c).~~

~~———— e. For permits to install new mechanical work in new buildings other than one or two family residential or residential accessory, the amount shall be per work value as listed in item (a) above.~~

13. **RE-INSPECTION FEES.** A re-inspection fee of ~~\$30.00~~ \$45 shall be assessed against the applicant for a construction permit, or in the case of a combined permit, against the licensed subcontractor, who has requested an inspection which cannot be completed and/or approved by the Inspection Division for any of the following reasons: (1) The work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made; (2) The inspection reveals that the mechanical system has code violations due to: Mechanical equipment and appliances not being installed in accordance with manufacturer's installation instructions for the labeled equipment; or (3) the work for which the inspection has been requested has been covered up or hidden from view so that an inspection cannot be made.

If an inspection can be made, but 3 or fewer items are found which need correction to fully comply with the Mechanical Code, the permit applicant or licensed subcontractor shall be notified in writing by the Inspection Division of the corrections required, and a re-inspection fee of \$30.00 shall be assessed against the permit applicant or licensed subcontractor only when any subsequently requested inspection reveals that any of the previously noted code violations have not been corrected. (Amended, Ordinance No. 2000-26, April 17, 2000)

Fees assessed as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under Section 11 of this Chapter. No Certificate of Occupancy shall be issued for any building for which re-inspection fees are unpaid.

14. WITHHOLDING OF PERMITS. Building permits may be withheld from a permit applicant, or in the case of combined permits from the licensed subcontractor, who is in violation of Chapters 67, 67.2, 68, 69, or 70.1 of the City Code at a location other than that for which a permit is being sought.

Such violation may include, but shall not be limited to the following:

a. Failure to arrange for inspections required under Chapters 67, 67.2, 68, 69, and/or 70.1 of the City Code within a reasonable time frame.

- b. Failure to take reasonable requested action to uncover work which requires inspection but has been hidden from view of the inspector.
- c. Failure to pay required permit or re-inspection fees.
- d. Failure to obtain a building permit for work which required a building permit.
- e. Failure to take reasonable action to notify and obtain approval from the Inspections Division of changes made to approved building permits.
- f. Falsifying information on building permit applications.
- g. Performance of building permit work under an invalid or voided building permit.
- h. Failure to obtain a required Certificate of Occupancy before occupying or allowing occupancy of new construction or change in use.

Permit applicants from which permits are to be withheld must be notified by mailing notice of same to the permit applicant or licensed subcontractor by certified mail, return receipt requested. Said notice shall inform the permit applicant or licensed subcontractor of the violations, which if corrected, will allow the City to issue to the permit applicant or licensed subcontractor additional permits. Corrections shall be made within fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the permit applicant or licensed subcontractor to appeal the same to the Construction and Housing Board of Appeals and the time limitation thereon.

The withholding of permits as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such withholding. An appeal shall stay the due date for corrections required until the date of the final order of the Board.

SUBJECT: Ordinance Amending City Code Chapter 69 - Electrical Code

ATTACHMENTS:

Description	Type
Ordinance amending Chapter 69	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 69 –
-ELECTRICAL CODE –

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

Section 1. That Chapter 69 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended, effective February 1, 2020, by amending language to Sections 8, 15 and 16 reflecting the amendment. Said Sections 8, 15 and 16, as so modified and amended, shall provide as follows:

8. **FEES REQUIRED.** No permit shall be issued except upon prior payment of the total building fees as set forth in Chapter 67, Section 9. The fee schedule set forth is cumulative, and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary.

15. **RE-INSPECTION FEES.** A re-inspection fee of \$45 shall be assessed against the applicant for a construction permit who has requested an inspection which cannot be completed and/or approved by the Inspection Division for any of the following reasons:

(1) the work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made,

(2) the inspection reveals that the electrical system has more than three code violations due to: equipment not installed per instructions included in the listing or labeling; equipment installed without correct polarity; components not properly grounded; wiring not installed as to be free from short circuits; equipment installed with improper ratings; devices and fixtures not energized because of loose connections or broken wires,

(3) the Inspector is unable to gain entry at the time requested by the contractor,

(4) when previously noted violations have not been corrected.

Fees assessed as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under this Chapter.

No certificate of occupancy shall be issued for any building for which re-inspection fees are unpaid.

16. WITHHOLDING OF PERMITS. Building permits may be withheld from permit applicants, or in the case of combined permits from the licensed subcontractor, who is in violation of Chapters 67, 67.2, 68, 69, or 70.1 of the City Code at a location other than that for which a permit is being sought. Such violation may include, but shall not be limited to the following:

A. Failure to arrange for inspections required under Chapters 67, 67.2, 68, 69, and/or 70.1 of the City Code within a reasonable time frame.

B. Failure to take reasonable requested action to uncover work which requires inspection but has been hidden from view of the inspector.

C. Failure to pay required permit or re-inspection fees.

D. Failure to obtain a building permit for work which required a building permit.

E. Failure to take reasonable action to notify and obtain approval from Inspection Division of changes made to approved building permits.

F. Falsifying information on building permit applications.

G. Performance of building permit work under an invalid or voided building permit.

H. Failure to obtain a required certificate of occupancy before occupying or allowing occupancy of new construction or change in use.

Permit applicants from which permits are to be withheld must be notified by mailing notice of same to the permit applicant or licensed subcontractor by certified mail, return receipt requested. Said notice shall inform the permit applicant or licensed subcontractor of the violations, which if corrected, will allow the City to issue to the permit applicant or licensed subcontractor additional permits. Corrections shall be made within fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the permit applicant or licensed subcontractor to appeal the same to the Construction and Housing Board of Appeals and the time limitation thereon.

Permits withheld as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such withholding. An appeal shall stay the due date for corrections required until the date of the final order of the Board.

Any action to withhold permits as herein provided and/or any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under section of this Chapter.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of January, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020.

CITY CLERK

ADDITIONS AND DELETIONS

- CHAPTER 69 - - ELECTRICAL CODE -

8. **FEES REQUIRED.** No permit shall be issued except upon prior payment of the total building fees as set forth in Chapter 67, Section 9. The fee schedule set forth is cumulative, and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary.

~~The amount of the fee required to accompany the application for a permit and to be paid to the City Treasurer shall be determined by the building official as follows:~~

~~——— A. For all permits other than those specified herein said amount shall be based upon the value of the proposed work in amounts as follows:~~

<u>WORK VALUE</u>	<u>FEE</u>
\$ 0 - \$2,000	\$35
\$2,001 - \$3,000	\$45
\$3,001 - \$5,000	\$50
\$5,001 - 1,000,000	\$50 plus \$5 for each \$1,000 or fraction thereof over \$5,000
Over \$1,000,000	\$5,025 plus \$4 for each \$10,000 or fraction thereof over \$1,000,000

~~——— (Amended, Ordinance No. 2011-51, August 15, 2011) ——~~

~~——— (Amended, Ordinance No. 96-38, June 17, 1996). ——~~

~~——— B. For permits to alter or repair one or two family residential structures or residential accessory buildings, the amount shall be as follows:~~

~~——— Adding up to two (2) new circuits, ——~~
~~——— installing or replacing, outlets, ——~~
~~——— performing minor repairs to damaged wiring..... —— \$35 per unit~~

~~Changing or upgrading electrical service
or adding more than (2) new circuits or
installing wiring for more than two (2) new
circuits..... \$45 per unit~~

~~Electrical wiring for new/add on
furnace or air conditioning \$35 per unit~~

~~(Amended, Ordinance No. 96-38, June 17, 1996)~~

~~C. For permits to install new electrical work in one and two family residential structures,
room additions to such structures, or accessory buildings to such structures, the amount shall be
included as part of a combined permit for building, electrical, mechanical, and plumbing and shall
be included in the total fee as set forth in Chapter 67, Section 9 (c).~~

~~D. For permits to erect or install swimming pools with electrical work, the amount shall be
as follows:~~

~~Inground swimming pool with electric work \$70
Above-ground swimming pool with electric work \$50~~

~~(Amended, Ordinance No. 96-38, June 17, 1996).~~

15. **RE-INSPECTION FEES.** A re-inspection fee of ~~\$30.00~~ \$45 shall be assessed against the applicant for a construction permit who has requested an inspection which cannot be completed and/or approved by the Inspection Division for any of the following reasons:

(1) the work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made,

(2) the inspection reveals that the electrical system has more than three code violations due to: equipment not installed per instructions included in the listing or labeling; equipment installed without correct polarity; components not properly grounded; wiring not

installed as to be free from short circuits; equipment installed with improper ratings; devices and fixtures not energized because of loose connections or broken wires,

(3) the Inspector is unable to gain entry at the time requested by the contractor,

(4) when previously noted violations have not been corrected.

Fees assessed as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under this Chapter.

No certificate of occupancy shall be issued for any building for which re-inspection fees are unpaid.

16. **WITHHOLDING OF PERMITS.** Building permits may be withheld from permit applicants, or in the case of combined permits from the licensed subcontractor, who is in violation

of Chapters 67, 67.2, 68, 69, or 70.1 of the City Code at a location other than that for which a permit is being sought. Such violation may include, but shall not be limited to the following:

A. Failure to arrange for inspections required under Chapters 67, 67.2, 68, 69, and/or 70.1 of the City Code within a reasonable time frame.

B. Failure to take reasonable requested action to uncover work which requires inspection but has been hidden from view of the inspector.

C. Failure to pay required permit or re-inspection fees.

D. Failure to obtain a building permit for work which required a building permit.

E. Failure to take reasonable action to notify and obtain approval from Inspection Division of changes made to approved building permits.

F. Falsifying information on building permit applications.

G. Performance of building permit work under an invalid or voided building permit.

H. Failure to obtain a required certificate of occupancy before occupying or allowing occupancy of new construction or change in use.

Permit applicants from which permits are to be withheld must be notified by mailing notice of same to the permit applicant or licensed subcontractor by certified mail, return receipt requested. Said notice shall inform the permit applicant or licensed subcontractor of the violations, which if corrected, will allow the City to issue to the permit applicant or licensed subcontractor additional permits. Corrections shall be made within fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the permit applicant or licensed subcontractor to appeal the same to the Construction and Housing Board of Appeals and the time limitation thereon.

Permits withheld as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days

of the mailing of notice of such withholding. An appeal shall stay the due date for corrections required until the date of the final order of the Board.

Any action to withhold permits as herein provided and/or any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under section of this Chapter.

City Manager

DATE:

MEMO:

TO:

FROM:

SUBJECT: Ordinance Amending City Code Chapter 70.1 - Plumbing Code

ATTACHMENTS:

Description	Type
Ordinance amending Chapter 70.1	Ordinance

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE

- CHAPTER 70.1 –

-PLUMBING CODE –

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

Section 1. That Chapter 70.1 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended, effective February 1, 2020, by amending language to Sections 5, 6, 10 and 11 reflecting the amendment. Said Sections 5, 6, 10 and 11, as so modified and amended, shall provide as follows:

5. **FEES REQUIRED.** No permit shall be issued except upon prior payment of the total building fees as set forth in Chapter 67, Section 9. The fee schedule set forth is cumulative, and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates.

6. **ENFORCEMENT.** This Chapter and the Code, as modified thereby, shall be administered by the Building Inspection Manager through the Inspection Division of the Community Development Department which, among other things, is authorized hereby to cause stop orders to be issued and enforced as to any work not in conformance and compliance with the provisions thereof, or of the reasonable rules and regulations promulgated to implement the same. (Amended, Ordinance No. 2017-07, February 6, 2017) (Amended, Ordinance No. 2010-03; Ordinance No. 2000-11)

10. **RE-INSPECTION FEES.** A re-inspection fee of \$45 shall be assessed against the applicant for a construction permit, or in the case of a combined permit, against the licensed subcontractor, who has requested an inspection which cannot be completed and/or approved by the Inspection Division for any of the following reasons: (1) the work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made; (2) the inspection reveals that there are more than three (3) material items which need substantial correction before an approval for code compliance can be made; or (3) the work for which the inspection has been requested has been covered up or hidden from view so that an inspection cannot be made.

If an inspection can be made, but 3 or fewer items are found which need correction to fully comply with the Building Code, the permit applicant or licensed subcontractor shall be notified in writing by the Inspection Division of the corrections required, and a re-inspection fee of \$45 shall be assessed against the permit applicant or licensed subcontractor only when any subsequently requested inspection reveals that any of the previously noted code violations have not been corrected.

Fees assessed as herein provided may be appealed to the Construction and Housing Board of Appeals (Board) by filing a notice of such appeal with the City Clerk within fourteen (14) days

of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under Section 8 of this Chapter. No Certificate of Occupancy shall be issued for any building for which re-inspection fees are unpaid.

11. WITHHOLDING OF PERMITS. Building permits may be withheld from permit applicants, or in the case of combined permits from the licensed subcontractor, who is in violation of Chapters 67, 67.2, 68, 69, or 70.1 of the City Code at a location other than that for which a permit is being sought.

Such violation may include, but shall not be limited to the following:

A. Failure to arrange for inspections required under Chapters 67, 67.2, 68, 69, and/or 70.1 of the City Code within a reasonable time frame.

B. Failure to take reasonable requested action to uncover work which requires inspection but has been hidden from view of the inspector.

C. Failure to pay required permit fees or re-inspection fees.

D. Failure to obtain a building permit for work which required a building permit.

E. Failure to take reasonable action to notify and obtain approval from the Inspections Division of changes made to approved building permits.

F. Falsifying information on building permit applications.

G. Performance of building permit work under an invalid or voided building permit.

H. Failure to obtain a required Certificate of Occupancy before occupying or allowing occupancy of new construction or change in use.

Permit applicants from which permits are to be withheld must be notified by mailing notice of same to the permit applicant or licensed subcontractor by certified mail, return receipt requested. Said notice shall inform the permit applicant or licensed subcontractor of the violations, which if corrected will allow the City to issue to the permit applicant or licensed subcontractor additional permits. Corrections shall be made within fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the permit applicant or licensed subcontractor to appeal the same to the Construction and Housing Board of Appeals and the time limitation thereon.

The withholding of permits as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such withholding. An appeal shall stay the due date of corrections required until the date of the final order of the Board.

Section 2. That the City Clerk be, and she is hereby, authorized and directed to cause the provisions hereof to be appropriately set out in the City Code and to cause the same to be published in pamphlet form according to law.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of January, 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2020.

CITY CLERK

ADDITIONS AND DELETIONS

- CHAPTER 70.1 - - PLUMBING CODE -

5. **FEES REQUIRED.** No permit shall be issued except upon prior payment of the total building fees as set forth in Chapter 67, Section 9. The fee schedule set forth is cumulative, and is in addition to all other fees required by applicable provisions of the municipal code, unless specifically noted to the contrary. All applications for building permits shall be accompanied by complete and finalized plans, specifications, and cost estimates.

~~The amount of the fee required to accompany the application for a permit and to be paid to the City Treasurer shall be determined by the building official as follows:_____~~

~~A. For all permits other than those specified herein said amount shall be based upon the value of the proposed work in amounts as follows:~~

<u>WORK VALUE</u>	<u>FEE</u>
<u>\$0 - \$2000</u>	<u>\$35</u>
<u>\$2,001 - \$3,000</u>	<u>\$45</u>
<u>\$3,001 - \$5,000</u>	<u>\$50</u>
<u>\$5,001 - \$1,000,000</u>	<u>\$50 plus \$5 for each \$1,000 or</u>
	<u>fraction thereof over \$5,000</u>
<u>Over \$1,000,000</u>	<u>\$5,025 plus \$4 for each \$10,000</u>
	<u>or fraction thereof over \$1,000,000</u>

~~_____ (Amended, Ordinance No. 2011-60; Ordinance No. 96-38).~~

~~B. For permits to alter or repair one or two family residential structures or residential accessory buildings, the amount shall be as follows:~~

Repair or replace waste, vent, or water piping	\$35
Lawn irrigation	\$35
Repair or replace water service	\$35 per water service
Replace water heater	\$35

~~(Amended, Ordinance No. 2011-60; Ordinance No. 96-38)~~

~~C. For permits to alter or repair plumbing in other than one or two family residential structures or residential accessory buildings, the amount shall be as per work value listed in item (a) above, with a minimum fee of \$35.00.~~

~~(Amended, Ordinance No. 2011-60; Ordinance No. 96-38)~~

~~D. For permits to install new plumbing in new one or two family residential structures, room additions to such structures, or accessory buildings to such structures, the amount shall be included as part of a combined permit for building, electrical, mechanical, and plumbing and shall be included in the total fee as set forth in Chapter 67, Section 9 (c).~~

~~E. For permits to install new plumbing in new buildings other than one or two family residential or residential accessory, the amount shall be per work value as listed in item (a) above.~~

6. **ENFORCEMENT.** This Chapter and the Code, as modified thereby, shall be administered by the Building Inspection Manager through the Inspection Division of the ~~Economic~~ and Community Development Department which, among other things, is authorized hereby to cause stop orders to be issued and enforced as to any work not in conformance and compliance with the provisions thereof, or of the reasonable rules and regulations promulgated to implement the same. (Amended, Ordinance No. 2017-07, February 6, 2017) (Amended, Ordinance No. 2010-03; Ordinance No. 2000-11)

10. **RE-INSPECTION FEES.** A re-inspection fee of ~~\$30.00~~ \$45 shall be assessed against the applicant for a construction permit, or in the case of a combined permit, against the licensed subcontractor, who has requested an inspection which cannot be completed and/or approved by the Inspection Division for any of the following reasons: (1) the work for which the inspection has been requested is not installed or completed to the extent that an inspection can be made; (2) the inspection reveals that there are more than three (3) material items which need substantial correction before an approval for code compliance can be made; or (3) the work for which the inspection has been requested has been covered up or hidden from view so that an inspection cannot be made.

If an inspection can be made, but 3 or fewer items are found which need correction to fully comply with the Building Code, the permit applicant or licensed subcontractor shall be notified in writing by the Inspection Division of the corrections required, and a re-inspection fee of ~~\$30.00~~ \$45 shall be assessed against the permit applicant or licensed subcontractor only when any subsequently requested inspection reveals that any of the previously noted code violations have not been corrected.

Fees assessed as herein provided may be appealed to the Construction and Housing Board of Appeals (Board) by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such assessment. An appeal shall stay the due date for payment until the date of the final order of the Board.

Such fees shall be assessed by mailing notice of same to the owner or other person by certified mail, return receipt requested. Payment thereof shall be due fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the owner or other person to appeal the same to the Board and the time limitation thereon.

In any judicial proceeding brought by the City to collect fees which have not been paid as required by the provisions hereof, failure to receive notice of the assessment of such fee may be a defense thereto, but only if such notice was not sent to the proper mailing address of the defendant or was received thereat by someone other than a person upon whom substituted service may be made pursuant to the Illinois Code of Civil Procedure.

Any fee or fees assessed as herein provided, and any judgment entered for same, shall be in addition to any fine imposed by the Circuit Court under Section 8 of this Chapter. No Certificate of Occupancy shall be issued for any building for which re-inspection fees are unpaid.

11. **WITHHOLDING OF PERMITS.** Building permits may be withheld from permit applicants, or in the case of combined permits from the licensed subcontractor, who is in violation of Chapters 67, 67.2, 68, 69, or 70.1 of the City Code at a location other than that for which a permit is being sought.

Such violation may include, but shall not be limited to the following:

- A. Failure to arrange for inspections required under Chapters 67, 67.2, 68, 69, and/or 70.1 of the City Code within a reasonable time frame.
- B. Failure to take reasonable requested action to uncover work which requires inspection but has been hidden from view of the inspector.
- C. Failure to pay required permit fees or re-inspection fees.
- D. Failure to obtain a building permit for work which required a building permit.
- E. Failure to take reasonable action to notify and obtain approval from the Inspections Division of changes made to approved building permits.
- F. Falsifying information on building permit applications.
- G. Performance of building permit work under an invalid or voided building permit.

H. Failure to obtain a required Certificate of Occupancy before occupying or allowing occupancy of new construction or change in use.

Permit applicants from which permits are to be withheld must be notified by mailing notice of same to the permit applicant or licensed subcontractor by certified mail, return receipt requested. Said notice shall inform the permit applicant or licensed subcontractor of the violations, which if corrected will allow the City to issue to the permit applicant or licensed subcontractor additional permits. Corrections shall be made within fourteen (14) days after mailing of such notice, which notice must contain a statement of the right of the permit applicant or licensed subcontractor to appeal the same to the Construction and Housing Board of Appeals and the time limitation thereon.

The withholding of permits as herein provided may be appealed to the Construction and Housing Board of Appeals by filing a notice of such appeal with the City Clerk within fourteen (14) days of the mailing of notice of such withholding. An appeal shall stay the due date of corrections required until the date of the final order of the Board.

City Manager

DATE: 1/6/2020

MEMO: 2020 - 03

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Consideration of a Resolution Authorizing an Agreement with Decatur Area Convention & Visitors Bureau.

SUMMARY RECOMMENDATION: Staff recommends the approval of this agreement with DACVB. We have never had a formalized agreement in the past, and see many benefits to formalize our relationship. This agreement memorializes many of the things that the DACVB has done for Decatur in years past, as well as incorporating a new responsibility--overseeing use of the Transfer House.

BACKGROUND: The City has been contemplating the most efficient and effective way to maintain and use the Transfer House downtown and this agreement is a step towards this goal. This formalized agreement not only outlines the expectations of the DACVB, but also includes the transfer of oversight of the Transfer House to DACVB. The City will retain ownership and final control over this historic structure, and will approve the DACVB's use policies, as well as approve (through the issuance of formal approvals and permits) any physical or structural modifications to the building.

PRIOR COUNCIL ACTION: The city's support of the DACVB was last discussed during FY 2020 budget sessions. But this action also advances a council goal of taking actions that will increase activities in the central business district--and especially Central Park. In accordance with the agreement, the DACVB will take responsibility for raising funds to make interior and exterior improvements to the Transfer House so that it can be used as an event headquarters for celebrations, festivals and other activities in Central Park (in addition to those already held downtown). This will make Central park a more desirable location for the kinds of events the council is hoping to attract to downtown Decatur; and the DACVB will help market this addition seamlessly, since they will manage building use.

POTENTIAL OBJECTIONS: No known objections to this agreement with DACVB

STAFF REFERENCE: Scot, Jon and Teri Hammel will be at the City Council meeting to address any unanswered questions that may arise. Scot or Jon can be reached in the meantime for clarifications or questions.

BUDGET/TIME IMPLICATIONS: The annual cost of this agreement is \$250,000 which is funded through the Hotel/Motel tax generated.

ATTACHMENTS:

Description	Type
Resolution Authorizing Agreement	Resolution Letter
Agreement with DACVB	Exhibit

RESOLUTION NO. R2020_____

**RESOLUTION AUTHORIZING DECATUR AREA CONVENTION &
VISITORS BUREAU AGREEMENT 2020-2022**

WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic ("City") is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City finds it to be in the best interests of the City to formalize and enter into an agreement with the Decatur Area Convention & Visitors Bureau for purposes of marketing and promoting the City of Decatur as a destination to eat, work, visit, and play.

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

Section 1. That the Decatur Area Convention & Visitors Bureau Agreement presented to the City Council as attached heretofore as Exhibit A, between the City of Decatur and Decatur Area Convention & Visitors Bureau, be hereby approved as presented.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized to sign said Decatur Area Convention & Visitors Bureau Agreement on behalf of the City of Decatur.

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of January 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Decatur Area Convention & Visitors Bureau

Funding Agreement

FY 2020 – 2022

This Agreement is made and entered into the _____ day of _____, 2020 by the between the Decatur Area Convention & Visitors Bureau (“Grantee”) and the City of Decatur, Illinois, an Illinois home rule municipality (“City”).

In exchange for the Grantee providing certain services and agreeing to the following duties and responsibilities as set forth in this Agreement, City agrees to pay to the Grantee the sum of Two Hundred Fifty Thousand Dollars (\$250,000) annually for three years.

I. Responsibilities and Duties

A. The Grantee agrees to:

1. Maintain a professional staff including a full-time Executive Director (as required by the State) that manages the efforts of the Grantee and coordinates with the Board of Directors to accomplish organizational goals.
2. Provide reports to the City as needed or requested, on activities and programs within the term of this contract, including an annual report to the City Council.
3. Coordinate with area businesses and organizations to actively promote events taking place in the City or surrounding Macon County, including maintaining a single comprehensive calendar of events on the Grantee’s website, and promoting events through online and print media.
4. Producing and distributing an annual visitor’s guide showcasing the Decatur/Forsyth area. The City shall be provided these guides for distribution at no cost.
5. Provide advice, assistance, and accompaniment to the City on important and sensitive business and tourism industry retention and recruitment matters.
6. Provide bi-monthly reports to City Manager, Mayor and City Council on activities and leads and prospects as they pertain to potential locations in the City. Provide an Annual Report to the City Council.
7. Assist, coordinate and manage at least one event annually within City limits that is intended to draw visitors from the region to the City.
8. Maintain all books and records and other recorded information required to comply with any and all applicable laws, statutes, regulations and ordinances including, but not limited to the requirements of the Illinois Local Records Act and the City Records

Retention requirements, the Illinois Freedom of Information Act and the Illinois Open Meetings Act. Grantee shall review its records promptly and produce to the City within two business days of contact from the City the required documents responsive to a request under the Act.

9. Provide the City with following documents as soon as available after the close of the fiscal year: Grantee Annual Budget for following year, Auditor's report for completed fiscal year or document that is sufficient to the City Manager or their designee.
10. Recognizing the Transfer House is an historical structure with significant value to the City, Grantee agrees to raise monies and obtain services required for necessary improvements to the Transfer House and shall be responsible for managing the use of the Transfer House in compliance with City policies, rules and regulations.
11. Make all repairs, improvements and renovations in compliance with all required Federal, State and City laws, ordinances and regulations and only after receiving written authorization for the repairs, improvements and renovations from the City Manager or his designee.

B. City agrees to:

1. Pay the agreed upon amount to Grantee upon City Manager recommendation of compliance with this Agreement in equal quarterly payments of Sixty-Two Thousand Five Hundred Dollars (\$62,500.00) payable in January, April, July and October.
2. Provide to Grantee policies, rules and regulations pertaining to the use of the Transfer House.
3. Provide all necessary utilities for use of the Transfer House.
4. Pay to Grantee the sum of Ten Thousand Dollars (\$10,000) in addition to the amount set forth above during those years the City hosts the Farm Progress Show to be used towards the expenses of the Vendor Dinner and International Tent hosted by the City, Grantee and the Village of Forsyth, Illinois.

II. INDEMNIFICATION AND HOLD HARMLESS

That the Grantee hereby agrees that it shall indemnify, defend and hold harmless the City of Decatur, its elected officials, officers, employees and agents, from any and all claims, liabilities or damages whatsoever arising out of the activities of the Grantee, the conduct of the activities specified above, for any and all debts incurred by the Grantee or for any of the acts of omissions or commission by the Grantee, any of its officers and its board members to the fullest extent permitted by law. The Grantee also agrees that it shall comply with all laws applicable to the conduct of the activities described above.

III. INDEPENDENT CONTRACTOR

The Grantee acknowledges that neither it nor its staff shall be acting as an employee or official representative of the City for purposes of being offered any protection or coverage under City insurance policies for tort immunity or other legal proposes. Grantee shall have sole control over the manner and means of providing the work and services performed under this agreement. Grantee will not be considered an employee of the City for any purpose.

IV. TERM

That this Agreement shall be for the term of three years commencing January 1, 2020 and concluding December 31, 2022. That this agreement may not be altered or amended without prior written consent of both parties hereto.

V. VENUE

If additional time is necessary to comply with the request, the Grantee may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue and jurisdiction for any legal action arising out of or related to this Agreement shall be exclusively fixed in the Macon County Circuit Court, Macon County, Illinois.

VI. TERMINATION

This agreement may be declared null and void by either the Grantee or the City should either party fail to meet any of the terms and conditions noted herein, within thirty (30) days of written notification of same by the other party, and during which time the other party has not complied with this Agreement's provisions and conditions. Either party may terminate this Agreement at any time for any or no reason upon delivery of 90 days' prior written notice to the other party. Any payment made paid prior to such notice of termination of this Agreement is earned when paid and nonrefundable.

In witness whereof, the parties have signed as of the day and year written above.

CITY OF DECATUR

DECATUR AREA CONVENTION
AND VISITORS BUREAU

Mayor

President

City Clerk

Executive Director

Date

Date

City Manager

DATE: 1/6/2020

MEMO: 2020 - 01

TO: Honorable Mayor Moore Wolfe & City Council Members

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

SUBJECT: Consideration of a Resolution Authorizing an Agreement with Illinois Primary Health Care Association (IPHCA) for a 2020 Census Grant.

SUMMARY RECOMMENDATION: Staff recommends approval of this Resolution authorizing an agreement with Illinois Primary Health Care Association (IPHCA) to accept this grant to be used for 2020 Census activities.

BACKGROUND: Staff was approached and informed about this grant opportunity by Crossing Healthcare. We submitted for inclusion in the grant, offering to assist in activities in the City of Decatur. We were subsequently notified of this grant amount, with an opportunity to increase the amount of funds awarded at a future date.

PRIOR COUNCIL ACTION: No prior action taken towards this end.

POTENTIAL OBJECTIONS: No known objections to accepting this grant.

BUDGET/TIME IMPLICATIONS: This grant will provide \$25,000 to supplement the \$15,000 the City has budgeted for 2020 Census awareness and engagement. There are many other groups in Macon that will also be spending resources on 2020 census activities in addition to the City to insure a complete and accurate count.

ATTACHMENTS:

Description	Type
Resolution Authorizing Agreement with IPHCA	Resolution Letter
Agreement with IPHCA	Exhibit
Agreement between IPHCA and DHS	Backup Material

RESOLUTION NO. R2020 _____

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF
DECATUR AND ILLINOIS PRIMARY HEALTH CARE ASSOCIATION (IPHCA)**

WHEREAS, the CITY OF DECATUR, ILLINOIS, an Illinois municipal corporation and body politic (“City”) is a unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and,

WHEREAS, the City finds that Illinois Primary Health Care Association (IPHCA), is a trade association representing Illinois’ community/migrant health centers and as such is committed to the improvement of the health issues of medically underserved populations throughout the State of Illinois; and,

WHEREAS, pursuant to the Grant Agreement, IPHCA will provide funding to the City in the total of \$25,000 to enable Decatur to provide census outreach services to within the City to locate hard to count (HTC) populations and conduct census education and outreach efforts.

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

Section 1. That the City of Decatur approves entering into an Agreement with Illinois Primary Health Care Association (IPHCA) for 2020 census support depicted in Exhibit A attached hereto and hereby incorporated by reference.

Section 2. That the City Manager of the City of Decatur is hereby authorized to enter into and execute the attached Agreement and any other documents necessary to effectuate this partnership.

Section 3. That the City Manager is also hereby authorized to execute any amendment that increase the amount of grant funds available to the City, which does not otherwise change the terms of the agreement.

PRESENTED AND ADOPTED this 6th of January, 2020.

JULIE MOORE WOLFE
MAYOR

ATTEST:

CITY CLERK

AGREEMENT

This **Agreement** is made and entered into as of this **15th** day of **October, 2019** (the “**Effective Date**”) by and between and Illinois Primary Health Care Association (“**IPHCA**”), an Illinois not-for-profit corporation with its office located at 500 S. Ninth Street, Springfield, IL 62701 and **City of Decatur** (“**Subgrantee**”), a city government, having its office located at 1 Gary K Anderson Plaza Decatur, IL 62523.

WITNESSETH:

WHEREAS, IPHCA is a trade association representing Illinois’ community/migrant health centers and as such is committed to the improvement of the health status of medically underserved populations throughout the State of Illinois;

WHEREAS, Subgrantee is the city government of Decatur located in Illinois. The goal of the Community Development Department is to be a one-stop shop for all building and neighborhood development needs. It includes four divisions – Planning and Development, Neighborhood Services, Building Inspections and Neighborhood Inspections all of which are charged with helping to move projects forward.

WHEREAS, IPHCA and the State of Illinois Department of Human Services (“**IDHS**”) have entered into a grant agreement designated as Agreement No. **AJCYZ03066** (“**Grant Agreement**”), a copy of which is attached hereto and made a part hereof as **Exhibit 1**;

WHEREAS, the Grant Agreement encompasses the Project Description set forth in section 4 in this agreement;

WHEREAS, the Grant Agreement provides, in part, for the availability of \$500,000 in Grant Funds to IPHCA to effect the purposes of the Grant, and permits the distribution of a portion of the Grant

Funds to designated and approved sub-recipients/subgrantees on the terms and conditions provided in the Grant Agreement;

WHEREAS, IPHCA, pursuant to CFR §§ 200.330 and 200.331 has determined that Subgrantee is eligible to provide the services contemplated herein without substantial risk of non-compliance on the terms and conditions herein provided, and further subject to monitoring and audit of Subgrantee's activities and performance where applicable as required by 2 CFR §§ 200.331(b) – (h) inclusive; and

WHEREAS, Subgrantee wishes to receive Grant Funds and to thereby participate under all applicable terms and conditions of the Grant Agreement, and further under all terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt sufficiency of which is hereby acknowledged by the parties hereto, it is hereby agreed as follows:

1. Recitals Binding:

The above-stated recitals are incorporated herein as part of this Agreement.

2. Subgrantee's Identification:

The taxpayer ID number of the Subgrantee is 376001308. The Subgrantee is licensed to perform the agreed upon services enumerated herein, and covenants that it maintains all valid licenses, permits, and registrations to perform same.

3. Funding to Subgrantee:

Pursuant to the Grant Agreement, IPHCA will provide funding to Subgrantee in the total amount of **\$25,000** to enable Subgrantee to provide census outreach services to smaller geographic areas in order to locate hard to count (HTC) populations and conduct census education and outreach efforts as follows:

- A. The sum of **\$5,882.35** upon Subgrantee's execution and return of this Agreement to IPHCA, and participation in a kickoff orientation conference meeting with IPHCA and other sub-recipients to discuss performance of obligations under this Agreement as set forth in Paragraph 4, below; and
- B. Payments made in monthly amounts as supported by submission of Subgrantee's Monthly Expenditure Documentation forms as noted in Exhibit 2 and successfully meeting grant deliverables as set forth in Paragraph 4, below. Last payment of **\$2941.18** will be held per section C below.
- C. The last monthly reimbursement will be reimbursed to the Subgrantee within (30) days of project completion subject to DHS payment and successful completion of the Subgrantee's performance of its obligations as set forth in Paragraph 4, below:

4. Subgrantee Performance Obligations on the Project:

Subgrantee agrees that from the Effective Date of this Agreement to and including June 30, 2020, it will provide such services as IPHCA shall reasonably request to conduct Census 2020 education, outreach and communication deliverables in Subgrantee's designated geographic area of **City of Decatur**. Specifically, Subgrantee agrees to initiate and fully implement in a timely manner the following as detailed in the Memorandum of Agreement:

- A. Attend all in-person meetings and calls/webinars provided by IPHCA and include IPHCA coordinator or designee in Subgrantee planning committee meetings
- B. Provide Census 2020 Program budget and work plan to IPHCA for review by January 3, 2020
- C. Support the Illinois Census Office (ICO) statewide media campaign surrounding the Census 2020 program.
- D. Adapt or develop "when necessary" culturally and linguistically appropriate materials surrounding the Census 2020 activities.
- E. Develop and implement the ICO-approved place-specific Education, Outreach & Communication (EOC) activities using traditional and digital media platforms.
- F. Develop community and/or geographic area community briefings aligned with the Illinois Census Office marketing strategies surrounding the Census 2020 activities
- G. Organize and/or participate in community and county-level gatherings, events and other forums to help locate the HTC populations and market the Census 2020 activities. Subgrantees will also outreach to the county-level government for

communication, distribution of materials and, if county is interested, involvement in events.

- H. Engage individuals one-on-one in clinic and/or community-based settings to market the Census 2020 activities.
- I. Recruit, train and deploy trusted messengers to conduct Census 2020 direct engagement activities.
- J. Set up and announce Safe Census locations and market to the public in the assigned place-specific or geographic areas.
- K. Deploy trusted messengers to assist individuals and the HTC populations with completing the Census 2020 questionnaire in clinic and/or community-based settings.
- L. Provide Internet access for individuals and HTC populations to complete the Census 2020 questionnaire.
- M. Submit monthly fiscal (expenditure documentation forms) and programmatic status reports to IPHCA's Census 2020 Coordinator, Paula Campbell, by close of business on the 9th of the month for the work done and expenses incurred for the previous month. Forms will be provided by IPHCA.
- N. Ensure programmatic status reports effectively reflect monetary support distribution when Subgrantee is receiving DHS census funding from multiple resources and assure that activity counts are not duplicated.

5. Compliance with Law:

Subgrantee further agrees to comply with all terms and conditions of the Grant Agreement applicable to sub-recipients/subgrantees, and to otherwise comply with all applicable federal, state and county laws, ordinances, codes, rules and regulation in its performance of this Agreement, including, without limitation, any and all applicable provisions of Appendix II to 2 CFR, Chapter II, Part 200. Subgrantee further certifies that it is not debarred, suspended or ineligible from providing services to or on behalf of any governmental agency and that any such debarment, suspension or ineligibility would be a material breach of this Agreement, resulting in its immediate termination notwithstanding any other provision of this Agreement.

6. Accountabilities:

The above services and requested work produced will be monitored and reviewed by Cheri Hoots, IPHCA's Chief Operating Officer or designee. Contact information for Ms. Hoots is as follows:

Cheri Hoots, RN
Chief Operating Officer
(217) 541-7413
choots@iphca.org

7. Termination:

This Agreement shall terminate upon termination or expiration of the Grant Agreement. Notwithstanding the foregoing, IPHCA may immediately terminate this Agreement if there shall be filed by or against the Subgrantee any petition in bankruptcy under any state or federal law, or if a receiver or trustee shall be appointed for Subgrantee's business or property, or if Subgrantee shall make an assignment for the benefit of creditors, or if there shall be a material adverse change in the financial condition of Subgrantee, or if Subgrantee shall otherwise be in breach of any other covenant, warranty, or term hereunder, which breach continues for ten (10) days after written notice thereof. No termination shall affect the obligations of either party arising prior or subsequent to the effective date of termination.

8. Indemnity:

Subgrantee will indemnify and hold harmless IPHCA, its officers, directors, employees and agents against all losses, claims, liabilities, damages and expenses of any nature directly or indirectly arising out of or as a result of Subgrantee's breach of contract, intentional torts or negligence of Subgrantee, its employees or agents in the performance of this Agreement.

9. Notice:

Any notice which may be required to be given hereunder shall be in writing and delivered personally, sent by registered or certified mail, return receipt requested, postage prepaid, or sent by

overnight delivery by a nationally recognized air courier, to parties at the respective addresses as set forth in the preamble to the Agreement. Notices mailed by registered or certified mail shall be effective three (3) business days after the date of mailing; notices sent by nationally recognized air courier shall be effective the next business day after the date of mailing.

10. Relationship of Parties:

Subgrantee is an independent contractor under this Agreement and neither Subgrantee or any employees or agent of Subgrantee is an employee of IPHCA and do not acquire any employment rights with IPHCA or the State of Illinois by virtue of this Agreement. Subgrantee will provide the agreed services and achieve the specified results free from the direction or control of IPHCA or the State of Illinois as to the means and methods of performance. This Agreement is not, and shall not be considered, an employer-employee relationship, joint venture, or partnership of any kind and neither party shall represent to any third persons that any such relationship exists. Each party to this Agreement is and shall remain professionally and economically independent of the other.

11. Miscellaneous:

- A. Should any funds provided in Paragraph 3 above be undistributed to Subgrantee due to its failure to perform this Agreement, IPHCA may reallocate such funds to other subgrantees who have met or exceeded the requirements of their respective agreements pursuant to the Grant Agreement, pending IDPH approval.
- B. This Agreement constitutes the entire agreement between the parties and cannot be modified, altered, extended or otherwise changed except by an agreement in writing signed by a duly authorized officer of each of the parties hereto.
- C. This Agreement shall be construed and interpreted in accordance with the laws of the state of Illinois and may be signed in any number of counterparts, each constituting a duplicate original.
- D. This Agreement is not assignable by Subgrantee without the express written consent of IPHCA.
- E. Each party hereto shall provide the other with all such documents and information as the other shall reasonably request in order to perform its obligations under this agreement.

- F. The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding on the parties.

IN WITNESS WHEREOF, each party hereto has caused the Agreement to be executed in its name as of the date first written above.

Illinois Primary Health Care Association, an
Illinois Not-for-Profit Corporation

City of Decatur

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND
ILLINOIS PRIMARY HEALTH CARE ASSOCIATION

The Department of Human Services (Grantor or DHS), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762, and ILLINOIS PRIMARY HEALTH CARE ASSOCIATION (Grantee), with its principal office at 500 S 9th St Springfield, IL 62701-1924 and payment address (if different than principal office) at _____, hereby enter into this Grant Agreement ("Agreement"). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party".

PART ONE – THE UNIFORM TERMS
RECITALS

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

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

ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 188461735 is Grantee's correct DUNS number, that 36-3369241 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

If Grantee has not received a payment from the state of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds (check one) ☐ shall not exceed or ☒ are estimated to be \$500,000.00, of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as

specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the Federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 444-00-2174.

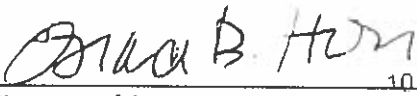
1.4. Term. This Agreement shall be effective on Oct 15, 2019 and shall expire on Jun 30, 2020, unless terminated pursuant to this Agreement.

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

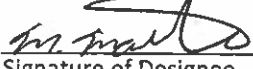
1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF HUMAN SERVICES

ILLINOIS PRIMARY HEALTH CARE ASSOCIATION

By: 
Signature of Grace B. Hou, Secretary.

By: 
Signature of Authorized Representative

By: 
Signature of Designee

Date: 12/17/19

Date: DEC 17 2019

Printed Name: Jordan Powell

Printed Name: M. Martin

Printed Title: President & CEO

Printed Title: Contract Obligation Analyst
Designee

E-mail: jpowell@iphca.org
~~johnson@iphca.org~~

By: _____
Signature of First Other Approver, if Applicable

FEIN: 36-3369241

Date: _____

Printed Name: _____

Printed Title: _____

Other Approver

By: _____
Signature of Second Other Approver, if Applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Other Approver

ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

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

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

“Agreement” or “Grant Agreement” has the same meaning as in 44 III. Admin. Code Part 7000.

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

“Allowable Costs” has the same meaning as in 44 III. Admin. Code Part 7000.

“Award” has the same meaning as in 44 III. Admin. Code Part 7000.

“Budget” has the same meaning as in 44 III. Admin. Code Part 7000.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 III. Admin. Code Part 7000.

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

“Conflict of Interest” has the same meaning as in 44 III. Admin. Code Part 7000.

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

“Cost Allocation Plan” has the same meaning as in 44 III. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 III. Admin. Code Part 7000.

“Direct Costs” has the same meaning as in 44 III. Admin. Code Part 7000.

“Disallowed Costs” has the same meaning as in 44 III. Admin. Code Part 7000.

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

“FAIN” means the Federal Award Identification Number.

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

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

"State" means the state of Illinois.

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

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

ARTICLE IV PAYMENT

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

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

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

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to

the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

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

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

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

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

ARTICLE VI BUDGET

6.1. **Budget.** The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. **Budget Revisions.** Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

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

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

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

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and

federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

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

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

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

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

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

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

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

7.9. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44

III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

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

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

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

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual

and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (See 30 ILCS 708/25(6)(G)).

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

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

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

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

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

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not

barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

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

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

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

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

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

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

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

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

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

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

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

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit

is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO, PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and state Awards.

(iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.3. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards), from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards, singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.5. Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to

object and challenge such suspension , termination or other action by Grantor in accordance with any applicable processes and procedures , including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination; and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.

ARTICLE XVIII

NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, senior management or address. *See* 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX

STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX

AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI

CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV
INSURANCE

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV
LAWSUITS AND INDEMNIFICATION

25.1. Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the state of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an

explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE,** if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other

information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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**EXHIBIT A
PROJECT DESCRIPTION**

FEDERAL PROGRAM NAME:
STATE PROGRAM NAME: 2020 CENSUS GRANT PROGRAM
PURPOSE OF GRANT

CSFA Number: 444-00-2174
Appropriation FY: 2020
Appropriation Code: 170014400
Appropriation Desc: 2020 Census Grant Program
Appropriation Amount: \$500,000.00
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
CFDA: N/A - CFDA Name: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

The 2020 Census Grant Program will support statewide coordinated outreach efforts through Grantees (Regional Intermediaries(RIs)) to reach Illinois residents who are at risk of being undercounted. This program seeks to ensure that identified geographic areas and demographic populations who are least likely to respond, will participate in the 2020 Census.

The Grantee will design and implement a region-wide outreach program which utilizes subrecipients and builds upon existing census efforts. Grantees will implement a plan which includes the following components:

1. Collaboration and Coordination of Subrecipients
2. Education, Outreach, and Communication
3. Direct Engagement
4. Questionnaire Assistance and Participation
5. Data Collection and Reporting

----- END OF PROGRAM: 2020 CENSUS GRANT PROGRAM -----

EXHIBIT B DELIVERABLES OR MILESTONES

Specific measurable deliverables and outcomes will be determined by the work plan approved by IDHS, which the grantee must comply.

Grantees (Regional Intermediaries (RIs)) may deliver service directly and are expected to provide subawards to subrecipients to deliver some of the services listed below. All activities should follow guidance issued by the U.S. Census Bureau, especially those pertaining to effective enumeration and protecting confidentiality.

Collaboration and Coordination of Subrecipients

1. Provide technical assistance and capacity building to subrecipients and others within the region.
2. Convene and collaborate with entities engaged in census outreach efforts within their region(s), including but not limited to subrecipients, the U.S. Census Bureau, Illinois Complete Count Commission, the Office of the Secretary of State and local complete count committees, local governments (e.g. cities, counties, etc.), community organizations and the philanthropic sector.
3. Effectively manage subrecipients.
 - a. Manage the development of the subrecipients' written implementation plans.
 - b. Approve all subrecipient plans within the Census Office-approved timeline.
 - c. Consistent with GATA requirements, monitor fiscal and programmatic performance of subrecipients, including reporting of required data and expenditures. Given the short timeframe of this activity, monthly reporting is required.
 - d. Respond to State directives for any additional coordination of outreach efforts necessary to ensure full statewide participation in the 2020 Census.
4. Collaborate with the Census Office to identify potential unserved/uncovered HTC populations and/or geographic areas in the region(s) that may require the use of additional subrecipients to achieve a complete count. This may include, but not be limited to:
 - a. Identifying HTC populations and/or geographies within applicant's designated region(s).
 - b. Providing census participation efforts to identified service gaps (in addition to what they proposed) within their designated region during the award period.
 - c. Collaborating with the State to identify and inform the development of additional strategies that may be needed to achieve a complete count.

Education, Outreach and Communication

State Of Illinois.

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EXHIBIT B

1. Adapt or when necessary develop culturally- and linguistically-appropriate materials, using relevant and tailored messaging in native language(s) and accessible formats, as needed.
2. Develop and implement Census Office-approved outreach and education plans, which must include the types of activities, metrics and total number of people expected to be reached through a variety of traditional and digital media and platforms.
3. Work with the Census Office on a State-coordinated media campaign to be determined, including circulating education and outreach materials consistent with statewide approved messaging and materials.

Direct Engagement

1. Organize and participate in community gatherings, events, and other forums to encourage the public to participate in the census.
2. Implement direct engagement activities, which include in-person activities.
3. Engage, train, and utilize trusted messengers and sources to encourage members of the public to participate in the census.

Questionnaire Assistance and Participation

1. Use trusted messengers and sources to assist the public in responding to the questionnaire.
2. Provide internet access to complete the online questionnaire.
3. Establish, manage and announce locations where the HTC communities may receive information regarding the census in their native language and assistance completing the census questionnaire when necessary.
4. Establish or utilize comfortable, trusted and confidential environments in which the HTC communities can participate in the census.

Data Collection and Reporting

1. Monitor and evaluate subrecipients.
2. Submit financial and program documentation to the Census Office on a monthly basis.

EXHIBIT B

3. Submit performance documentation to the Census Office on a monthly basis. A fiscal year-end program and performance measures and outcomes report will also be required.

4. Participate in evaluation efforts as directed by the Census Office and collect and report data accordingly.

----- END OF PROGRAM: 2020 CENSUS GRANT PROGRAM -----

EXHIBIT C
PAYMENT

Grantee shall receive \$500,000.00 under this Agreement.

Enter specific terms of payment here:

Grantees may be paid for the Census Grant Program by advance payments or reimbursement method as follows:

Advance Payments

Grantees may request advance payment for the Census Grant Program by submitting a written request supported by a proforma cash flow statement demonstrating estimated monthly cash requirements for the term of the grant. The total amount of monthly estimated cash requirements must agree to the total amount proposed in the approved budget.

Upon the Census Office's approval of grantee to receive advance payment, the Census Office will disburse an initial payment to the grantee in an amount equal to the first two months cash flow requirements as reflected in the proforma cash flow statement.

Subsequent monthly payments will be based on periodic financial invoices submitted to the Census Office as described below, adjusted up or down, to reconcile payments previously advanced with respective monthly financial invoices.

On the 15th day following the end of any monthly reporting period, and in a format prescribed by the Census Office, grantees must submit a monthly financial invoice demonstrating all actual incurred costs for the preceding month.

The monthly financial invoice must be delineated according to the most recently approved Census Grant Program budget.

Reimbursement Method

The Census Office will disburse payments to grantee based on actual costs incurred as reflected in the monthly financial invoice submitted for the respective month, as described below.

On the 15th day following the end of any respective monthly reporting period, and in a format prescribed by the Department, grantees must submit a monthly financial invoice demonstrating all actual incurred costs for the preceding month.

The monthly financial invoice must be delineated according to the most recently approved Census Grant Program budget.

EXHIBIT C

----- END OF PROGRAM: 2020 CENSUS GRANT PROGRAM -----

Estimated Annual Contract Amount: \$500,000.00

NOTE: The estimated figures are merely an objective means of computing the contract amount and should not be construed as a guaranteed amount that will be spent on the contract during the fiscal year.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Marishonta Wilkerson

Title: Census Office Director

Address: 401 S Clinton St
Chicago, IL 60607-3800

Phone: 312-793-1756

TTY #: _____

Fax #: _____

E-mail Address: marishonta.wilkerson@illinois.gov

GRANTEE CONTACT

Name: Jordan Powell

Title: President & CEO

Address: _____

Phone: 217-541-7327

TTY #: _____

Fax #: _____

E-mail Address: jpowell@iphca.org

Additional Information: _____

EXHIBIT E
PERFORMANCE MEASURES

Specific measurable deliverables and outcomes will be determined by the work plan approved by IDHS, which the grantee must comply.

The Grantee and their subrecipients must meet the following performance measures.

1. Begin to execute approved overall program plan designed to reach both HTC populations and the public.
2. Execute contractual agreements, including accompanying risk assessments, in compliance with 2 CFR 200 with each subrecipient to provide services to HTC populations.
3. Execute approved deliverables as outlined under Collaboration and Coordination of subrecipients.
4. Execute approved deliverables as outlined under Education, Outreach and Communications.
5. Execute approved deliverables as outlined under Direct Engagement.
6. Execute approved deliverables as outlined under Questionnaire Assistance and Participation.
7. Execute approved deliverables as outlined under Data Collection and Reporting.

----- END OF PROGRAM: 2020 CENSUS GRANT PROGRAM -----

EXHIBIT F

PERFORMANCE STANDARDS

Specific measurable deliverables and outcomes will be determined by the work plan approved by IDHS, which the grantee must comply.

The Grantee and their subrecipients must meet the following performance standards.

1. Execution of Census Office-approved program plan designed to reach both HTC populations and the general public by date in the Census Office-approved timeline.
2. 100% of contractual agreements executed in compliance with 2 CFR 200 with subrecipient to provide services to HTC populations.
3. 90% execution of approved deliverables as outlined under Collaboration and Coordination of subrecipients by date in the Census Office approved timeline with a minimum of 90% compliance at each quarterly report.
4. 90% execution of approved deliverables as outlined under Education, Outreach and Communications by date in the Census Office approved timeline with a minimum of 90% compliance at each quarterly report.
5. 90% execution of approved deliverables as outlined under Direct Engagement by date in the Census Office approved timeline with a minimum of 90% compliance at each quarterly report.
6. 90% execution of approved deliverables as outlined under Questionnaire Assistance and Participation by date in the Census Office approved timeline with a minimum of 90% compliance at each quarterly report.
7. Full execution of approved deliverables as outlined under Data Collection and Reporting by date in the Census Office approved timeline with a minimum of 90% compliance at each quarterly report.

----- END OF PROGRAM: 2020 CENSUS GRANT PROGRAM -----

EXHIBIT G
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this **Exhibit G** by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

CENTRAL REGION

Please note the conditions in the following sections: Fiscal and Administrative, Merit Based Review and Programmatic.

If there are conditions noted, a corrective plan of action (CAP) to remedy the condition must be emailed to the Census Office program contact listed in Exhibit D. The CAP should be on agency letterhead, signed by an agency official, scanned as a PDF and emailed.

The CAP should list the question number and question listed in each section, the answer submitted, the corrective action that will be taken, and the date the corrective action will be completed.

Should you have any questions, please speak with the DHS contact for your award.

***Fiscal and Administrative**

Section 06 - Audit (2 CFR 200.500)

Question 06.01 - Have there been any changes in key personnel since the last audit, such as Fiscal and Administrative Management, Executive Director, Program Management?

Agency response 06.01 - Yes

Remedy condition 06.01 - Please explain. Changes in key personnel increase risk associated with the performance and administration of state and federal awards. More frequent monitoring and technical assistance may be required.

***Merit based review**

There are no merit based review conditions to remedy.

***Programmatic Risk Assessment**

Risk Category #1 - Quality of management Systems and Ability to Meet the Management Standards

Question 1.2 - Do you have internal controls that govern program delivery on the topics of:

d) Accreditation/licensing compliance program

Agency response 1.2 (d) - No

Remedy condition 1.2 (d) - Please explain.

Risk Category #2 - History of Performance

Question 2.4 - Have there been any significant changes in your organization in the last fiscal year related to:

f) Other

State Of Illinois.

GRANT AGREEMENT FISCAL YEAR 2020 / 1 14 19

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EXHIBIT G

Agency response 2.4 (f) - Yes

Remedy condition 2.4 (f) - Please explain.

Question 2.7 - What responsibilities does the sub-grantee, sub-recipient or sub-awardees perform?

a) Participant eligibility

b) Performance reporting

c) Program delivery functions

d) Fiscal reporting

Agency response 2.7 (a) (b) (c) (d) - Yes

Remedy condition 2.7 (a) (b) (c) (d) - Please explain

----- END OF PROGRAM: 2020 CENSUS GRANT PROGRAM -----

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** of the Grant Agreement, the Grantor has the following additional requirements for its Grantee:

**ARTICLE XXVII
ADDITIONAL CERTIFICATIONS**

27.1 **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to Grantee:

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor's behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

**ARTICLE XXVIII
ADDITIONAL TERMS**

28.1 **Renewal** This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

28.2 **Multiple Locations.** In the event that Grantee has more than one location, Grantee shall include in **EXHIBIT D** either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee's primary location.

28.3 **Changes in Key Grant Personnel.** When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee's authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

28.4 Grant Funds Recovery. The provisions of 89 Ill. Adm. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

28.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee's employees and subcontractors assigned to work on Grantor's premises. To the extent permitted by Illinois law, Grantee agrees to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

28.6 Gifts. In addition to the Gift ban described in Paragraph 26.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

28.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor's choosing. Such notice shall be effective upon dispatch.

28.8 Supplies Disposition. Grantee must obtain disposition instructions from Grantor when supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

ARTICLE XXIX MONITORING AND INFORMATION

29.1 Monitoring of Conduct. In addition to Article XII of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

29.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee's contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

29.3 Rights of Review. This ARTICLE XXIX does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

ARTICLE XXX WORK PRODUCT

30.1 Assignment of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee's intellectual property that has been or will later be developed outside this Award.

30.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor's prior written consent.

30.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantor will attempt to resolve Grantor's concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

30.4 Unresolved Objections; Disclaimer. If Grantor's objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

ARTICLE XXXI POST-TERMINATION/NON-RENEWAL

31.1 Duties Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

31.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

ARTICLE XXXII LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE

32.1. Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at <http://www.dhs.state.il.us/page.aspx?item=66602> .

32.2. Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

32.3. Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

**ARTICLE XXXIII
ADDITIONAL REQUIREMENTS**

33.1 Program Manual . The related Program Manual, if applicable, can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741>

32.2 Program Attachment. The related Program Attachment, if applicable is, W . It can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

Fire Department

DATE: 12/3/2019

MEMO: 19-13

TO: Honorable Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Jeff Abbott, Fire Chief

SUBJECT:

Resolution authorizing a professional services agreement between Dewberry Architects, Inc. and the City of Decatur for Architectural and Engineering services to design a new Fire Station No. 3 at the site commonly known as Fairview Plaza.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor and City Clerk to execute the professional services agreement in the amount of \$325,155.00 between Dewberry Architects, Inc., and the City of Decatur for architectural and engineering services to design, and supervise construction of, a new Fire Station No. 3.

BACKGROUND:

In 2015, the city hired Dewberry Architects, Inc. to assess the fire stations for their overall condition. Dewberry provided a report to the city in January of 2016 detailing the work that was needed at the seven (7) fire stations. The report indicated that stations 1, 2, 4 & 6 needed updates but were in good enough condition to continue using with their recommended updates. Stations 3, 5 & 7 needed to be replaced with new stations, at new sites.

Site selection was completed for the new station 3 in 2019. The City Council approved the location and the purchase of the land. The fire department has consulted with Dewberry to design the model fire station concept for the three stations to be rebuilt.

The proposed professional services agreement envisions that the city will arrange for performance of its own MBE monitoring, and that staff will return to the City Council later in 2020 with an amendment of this contract to support a new station #7.

PRIOR COUNCIL ACTION:

The City Council approved acquisition and rezoning of the new site for Station #3 late in 2019.

POTENTIAL OBJECTIONS: There are no none objections to this resolution.

STAFF REFERENCE: Jeff Abbott, Fire Chief, 424-2811. Chief Abbott will be at the council meeting to answer any questions the Council may have.

BUDGET/TIME IMPLICATIONS:

Funding included in the 2020 budget and from bond proceeds issued for the purpose of making fire station improvements.

ATTACHMENTS:

Description	Type
RESOLUTION AUTHORIZING CITY MANAGER TO ENTER INTO A PROFESSIONAL AGREEMENT WITH DEWBERRY ARCHITECTS, INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR NEW FIRE STATION NO. 3	Cover Memo
Attachment A - Standard Hourly Billing Rates	Backup Material
Attachment B - Scope of Services	Backup Material

RESOLUTION NO. R2019 _____

**RESOLUTION AUTHORIZING CITY MANAGER TO ENTER INTO A
PROFESSIONAL AGREEMENT WITH DEWBERRY ARCHITECTS, INC. FOR
ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR NEW FIRE
STATION NO. 3**

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

Section 1. That the agreement(s) authorizing professional services for architectural, engineering and project management services presented to the City Council herewith between the City of Decatur Illinois, and Dewberry Architects, Inc., be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager is authorized and directed to sign said agreements in substantially the same form as presented on behalf of the City of Decatur, Illinois in an amount not to exceed \$325,155.00.

PRESENTED and ADOPTED this 6th day of January 2020.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-first day of November in the year Two Thousand and Nineteen

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Dewberry Architects Inc.
401 SW Water Street, Suite 701
Peoria, IL 60602

for the following Project:
(Name, location and detailed description)

Fire Station 3
Owner is retaining services of Architect for a new facility identified as Fire Station No. 3

Station No. 3: Dewberry will provide Architectural and Engineering design services for the an estimated 7,700 square foot new fire station to replace the Existing Fire Station No. 3 facility. The new station will be located at the site commonly known as 855 N. Fairview Avenue, Decatur, IL 62522.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1230398033)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

For Station #3: Architect shall utilize the concept design prepared by Dewberry Architects Inc. dated September 23, 2019 – OPTION B as the basis of design for the new facility.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Site characteristics will be defined within the scope of this agreement to the extent indicated in Article 4.0.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$2,800,000.00

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

N/A

.2 Construction commencement date:

Estimated start of construction shall be March 2020, or as mutually agreed upon by the Owner and Architect

.3 Substantial Completion date or dates:

Estimated date of Substantial Completion shall be November 2020, or as mutually agreed upon by the Owner and Architect

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid to single general contractor.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™-2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204-2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204-2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Deputy Fire Chief Rich Pruitt
City of Decatur
1415 North Water Street
Decatur, IL 62526
217.424.2811
rpruitt@decaturil.gov

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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.1 Geotechnical Engineer:

to be determined through proposal process during this project.

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jonathan Tallman
132 N York Street, Suite 2C
Elmhurst, IL 60126
Telephone Number: 847.841.0612
Email Address: jtallman@dewberry.com

All notices shall be concurrently sent to Dewberry representative and the following address:
8401 Arlington Blvd.
Fairfax, VA 22031
Attn: Director of Contracts
Email: Notices@dewberry.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

N/A

.2 Mechanical Engineer:

N/A

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.3 Electrical Engineer:

N/A

§ 1.1.11.2 Consultants retained under Supplemental Services:

Schoppe Design Associate, Inc. – Landscape Architect; R.W. Lamb & Associates - Surveying

§ 1.1.12 Other Initial Information on which the Agreement is based:

Architect has previously completed, and received Owner approval of, the Schematic Design phase work product which shall fulfill the requirements of the Schematic Design Phase of this agreement. Scope of services described in this agreement are further modified pursuant to Attachment B (Scope of Services)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties agree the transmission and use of Architect's Instruments of Service or any of Architect's other information or documentation in digital form (collectively, "digital data"), is governed by the following terms set forth in this Section 1.3.

§ 1.3.1 Any digital data provided by Architect is furnished for convenience only, and is furnished "as is", and Architect disclaims any express or implied warranties, including, without limitation, Architect does not warrant that the digital data will: be complete, accurate, current, or the final versions; meet Owner's specific needs or requirements; be error-free, readable in any particular medium or on any particular system, able to be manipulated or used with any particular software, or free from viruses or other malicious code.

§ 1.3.2 Owner is obligated to verify the accuracy of any digital data.

§ 1.3.3 Architect shall have no liability to Owner or any third party for monetary damages of any kind, arising out of any digital data.

§ 1.3.4 Owner's sole and exclusive remedy against Architect, for any claim whatsoever, relating to digital data, shall be to cease using the digital data.

§ 1.3.5 Owner shall indemnify and defend Architect from all claims and liabilities, including reasonable attorney's fees, incurred in connection with the use or transmission of digital data by Owner, or any third party, if such third party received the digital data directly or indirectly from Owner (including if Architect or others have transmitted such digital data to the third party at Owner's request or direction, for Owner's benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which Owner has privity).

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 Notwithstanding anything to the contrary, the Architect shall not be required to perform its services at a higher standard of care than in a manner consistent with the professional skill and care ordinarily provided by architects

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practicing in the same or similar locality under the same or similar circumstances ("standard of care"). Notwithstanding anything to the contrary, all Services shall be subject to, and judged solely against, the standard of care set forth in the previous sentence, and the Architect makes no warranties, express or implied, regarding the provision of professional services, the instruments of service, or the outcome of the Project. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. In the event Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado or other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove Architect's work or any other cause beyond the reasonable control of Architect, the time and compensation for completion of Architect's work shall be equitably adjusted to account for the increase in the cost and amount of time required to perform the services resulting from such delay.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than One Million and No/100 Dollars (\$ 1,000,000) for each occurrence and Two Million and No/100 Dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two Million and No/100 Dollars (\$ 2,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million and No/100 Dollars (\$ 1,000,000) each accident, One Million and No/100 Dollars (\$ 1,000,000) each employee, and One Million and No/100 Dollars (\$ 1,000,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million and No/100 Dollars (\$ 2,000,000) per claim and Two Million and No/100 Dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

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§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 A schedule for the performance of the Architect's services is attached hereto as Exhibit A. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule includes allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect's time included in Basic Services for assisting the Owner in obtaining permits and approvals is limited to 72 man hours. Additional time spent will be billed to the Owner as an Additional Service.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 Intentionally Omitted pursuant to paragraph 1.1.12.

(Paragraphs deleted)

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

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§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Intentionally Omitted.

(Paragraphs deleted)

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

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§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. With regard to new equipment, materials, and products (collectively "Products") required by the Architect's construction documents, it is understood the Architect is relying on stated and implied representations made by manufacturers, suppliers and installers of such Products as being suitably fit for their intended purposes. The Architect is not responsible for the Product's failure to perform consistently with those representations. Notwithstanding any contrary or potentially ambiguous description of Architect services, it is intended that the Architect shall have no responsibility for job site safety on the Project. The Contractor and Subcontractors shall have full and sole authority for all safety programs and precautions and the means, methods, techniques, sequences and procedures in connection with the Work. When Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against any deviations or defects in the completed construction Work, and Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under the common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the jobsite. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, for a total combined number of site visits as required by Sections 4.2.3.2, 4.2.3.3, and 4.2.3.4, to (i) become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents and the construction schedule, (ii) determine whether the Work is substantially complete, and then (iii) determine whether the Work is finally complete. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) observed deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) apparent defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to recommend to the Owner to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend to the Owner to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's

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response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and

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shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall review Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct site visits to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final site visit indicating that, in the Architect's opinion, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's site visits shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

(Paragraph deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.)

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Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	Not Provided
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Not Provided
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not Provided
§ 4.1.1.29 Other services provided by specialty Consultants	Architect
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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Refer to Attachment B.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Owner shall retain consultant and provide Architect with Geotechnical Engineering subsurface soil reports and recommendations

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the schedule in Exhibit A, the Owner's budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and

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- comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Forty-two (42) visits to the site by the Architect during construction
- .3 Two (2) site visits for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) site visits for any portion of the Work to determine final completion.

§ 4.2.4 Construction Phase Services provided after the initial date of Substantial Completion identified in the schedule in Exhibit A shall be compensated as Additional Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Fourteen (14) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.2.6 In order to minimize construction problems and change orders, Architect's standard practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, Owner may choose to accelerate the completion of the Work on a fast-track basis pursuant to Section 4.1.1.25 hereof so that it is completed in a shorter time period than would normally be required, as per the schedule in Exhibit A. Owner understands that if construction or furnishings contracts are let prior to the completion of final Construction Documents, there may be increases in costs and change orders caused by the difficulty of coordinating Construction Documents and the inability to make various decisions until after early bids are received and some construction undertaken.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private,

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above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

(Paragraph deleted)

§ 5.8.1 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided. The Owner shall indemnify, defend and hold harmless the Architect and the Architect's consultants and their respective employees, agents and representatives from any and all claims arising out of the services and information furnished by the Owner and the Owner's consultants.

§ 5.8.2 The Owner shall carry, or require the Contractor to carry, adequate liability, property and fire insurance on the property where the Project is located and for the Project. Owner must present Architect with a certificate of insurance upon the signing of this Agreement. Owner hereby releases Architect from any liability for any loss or damage to any building, structure or tangible personal property notwithstanding that such loss, damage or liability may arise out of the act or omission of Architect, if such loss or damage is covered by insurance benefiting Owner or was required to be covered by insurance pursuant to this Agreement.

§ 5.8.3 Owner shall require the Contractor and its Subcontractors to purchase insurance to cover claims and other expenses, including costs of defense, asserted against Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state: "The coverage afforded the additional insureds shall be primary insurance for the insured or additional insured with respect to claims arising out of operations performed by or on behalf of the named insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be treated as excess or contingent coverage. The extent of the insurer's liability under this insurance policy shall not be reduced by the existence of such other insurance."

§ 5.8.4 The Owner agrees to include in all agreements and documentation connected with this Project, including but not limited to design and construction contracts and agreements binding on any purchasers of the property or Project, waivers of subrogation against all of the other parties to the Project.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. Unless otherwise disclosed and arranged for disposal, Owner represents to Architect that no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the Project site or adjacent real estate, including the ground water located thereon, is presently contaminated with such substances. To the fullest extent permitted by law, Owner shall indemnify and defend Architect and Owner shall indemnify and defend Architect and Architect's consultants from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of hazardous materials at the Project site.

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§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall provide the Architect with a copy of any agreement between the Owner and the Owner's representative regarding the Project.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent that the Project is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. Architect's opinions and estimates of probable total Project costs, construction costs, and/or material quantities, if any, provided under this Agreement are made on the basis of Architect's knowledge, experience and qualifications and represent Architect's judgment as an experienced professional architect, and not as a construction contractor, and are provided not a part of Architect's services or as a deliverable, but are provided for information only and without assuming any additional liability, and Architect does not warrant, guarantee, or represent, that proposals, bids, negotiated prices, or actual total Project costs or total construction costs will not vary from the opinions provided by Architect. Accordingly, Architect shall only be liable for construction costs in excess of the prime contract amount, to the extent that such excess is proximately caused by a negligent error or omission of Architect in performing the services required by this Agreement.

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§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; provided, however, to the extent such excess is proximately caused by a negligent error or omission of Architect in performing the services required by this Agreement the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, and maintaining the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for any other project unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. It is further understood that the Owner is a public body and will be required to comply with Illinois Compiled Statutes (5 ILCS 140/) Freedom of Information Act.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement. Causes of action between the parties to this Agreement pertaining to the acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein. The nature of the conduct that causes the damage shall not vitiate this waiver.

§ 8.1.3 The Architect and Owner waive consequential, incidental, special, exemplary, and punitive damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential, incidental, special, exemplary, and punitive damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be

(Paragraphs deleted)

litigation, and that the courts of Macon County, Illinois, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 60 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 Intentionally omitted.

§ 9.6 If the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect a reasonable profit on the unperformed terminated portion of the Services, and the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed in all respects by the law of the Commonwealth of Illinois, including matters of construction, validity, and performance.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement or any interest or claim related to it or any monies due or to become due arising from this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment. Any unauthorized assignment or transfer, except as noted above, shall be deemed void and invalid, the assignee shall acquire no rights as a result of such assignment and the non-assigning party shall not recognize any such assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. The Owner shall include the previous sentence in its contract with the Contractor. No person or entity other than Owner is intended to be a beneficiary of Architect's services under this Agreement and contractor shall have no right to maintain any action in contract, tort or otherwise directly against the Architect.

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 3 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) \$286,406.00 (Two Hundred and eighty-six thousand four hundred and six dollars and zero cents)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Stipulated Sum of \$48,749.00 (Forty-eight thousand seven hundred and forty-nine dollars and zero cents.

Sum shall be attributed to the two projects as follows:

Station #3:	\$23,500 – Civil Engineering
	\$7,500 – Landscape Architecture
	\$11,000 – Technology Design
	\$ 400 – Geotechnical coordination
	\$6,349 – Surveying
Subtotal:	\$48,749.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Hourly basis in accordance with attached Architect's Standard Hourly Rates

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	zero	percent (	0	%)
Design Development Phase	thirty	percent (	30	%)
Construction Documents Phase	thirty-five	percent (	35	%)
Procurement Phase	five	percent (	5	%)
Construction Phase	thirty	percent (	30	%)

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Total Basic Compensation	one hundred	percent (	100	%)
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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Architect's Standard Hourly Billing Rates

Employee or Category	Rate (\$0.00)
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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

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§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero dollars and zero cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero dollars and zero cents (\$ 0.00) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

§ 11.10.2.1.1 Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

The interest rate of one and a half percent (1.5%) simple interest per month shall be applied to all past due invoices. If Architect employs counsel or an agency to enforce this Agreement, Owner agrees to pay the attorneys' fees, costs, expenses and losses incurred by Architect prior to and through any trial, hearing, and/or subsequent proceeding, relating to such enforcement.

§ 11.10.2.1.2 If the Owner does not pay Architect, through no fault of the Architect, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Architect within thirty (30) days presentation of Architect's invoice, then the Architect may, upon seven additional days' written notice to the Owner, stop performing services until payment of the amount owing has been received. The schedule in Exhibit A shall be extended appropriately and the Architect's compensation shall be increased by the amount of the Architect's reasonable costs of shut-down, delay and start-up, plus interest as provided for herein.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 There are a variety of risks which potentially affect Architect by virtue of entering into an Agreement to perform professional services on Owner's behalf. In order for Owner to obtain the benefit of a fee which does not need to account for unlimited risks, Owner agrees to limit Architect's liability to Owner. To the fullest extent permitted by law, the total liability of Architect with regard to the Project under any and all theories of liability shall be limited to the total fee paid to Architect only, not including consultants, for the Project. Limitations on liability provided in the Agreement are business understandings between the parties and shall apply to all theories of liability, including negligence, strict or statutory liability, or any other cause of action. No director, officer, shareholder, employee, representative or agent of the Architect shall have any individual liability to Owner. The limits of liability may be negotiated with appropriate compensation to Architect.

§ 12.2 If due to Architect's breach of the standard of care, any required item or component of the Project is omitted from the Architect's Construction Documents, Architect shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Architect be responsible for any cost or expense that provides betterment, upgrade or enhancement to the Project.

§ 12.3 The Owner shall make no claim for professional negligence, either directly or in a third party claim, against Architect unless the Owner has first provided Architect with a written certification executed by an independent design professional currently practicing in the discipline of the alleged defective design and licensed in the jurisdiction of the Project. This certification shall: (a) contain the name and license number of the certifier; (b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing the allegedly defective professional services under similar circumstances; and (c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation.

§ 12.4 The Instruments of Service are based on observable conditions. A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. In the event the Architect, in the performance of its services, uncovers a hidden condition, the Architect shall not be responsible for costs associated with repairing, restoring, removing or otherwise correcting hidden conditions once those conditions are revealed. The Architect shall have no responsibility for detecting hidden conditions or any subsequent damage to persons or property related to any hidden conditions.

§ 12.5 Owner acknowledges that there may be hidden conditions that are concealed by existing finishes or not susceptible to reasonable visual observation. If such a hidden condition requires a change in the design or construction work, the costs of such a change are solely Owner's, and Architect shall have no responsibility for any resulting costs or damages. If Architect's services include the design of repairs based on a review of existing conditions of the building, Owner acknowledges that Architect is working from imperfect information, and Architect does not warrant that he will have seen and designed repairs for every defective condition.

§ 12.6 The use of the word "certify," or "certification" or similar words by Architect in performance of its services constitutes an expression of professional opinion regarding those facts or findings which are the subject of the statement, and does not constitute a warranty or guarantee, either expressed or implied.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[N/A] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Attachment A – Standard Hourly Billing Rate Schedule
Attachment B – Scope of Services

Init.

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User Notes:

(1230398033)

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- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Concept plans, as follows:
Station #3 – plans titled Option B and dated 9/23/2019.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Douglas A. Pfeiffer Business Unit Manager

(Printed name, title, and license number, if required)

Init.

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User Notes:

(1230398033)

25

Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$290.00
Architect I,II,III	\$90.00, \$105.00, \$125.00
Architect IV,V,VI	\$135.00, \$150.00, \$170.00
Architect VII,VIII,IX	\$190.00, \$200.00, \$220.00
Interior Designer I,II,III,IV	\$85.00, \$95.00, \$110.00, \$150.00
Engineer I,II,III	\$110.00, \$120.00, \$135.00
Engineer IV,V,VI	\$150.00, \$170.00, \$195.00
Engineer VII,VIII,IX	\$210.00, \$225.00, \$240.00
Professional I, II, III	\$95.00, \$115.00, \$135.00
Professional IV, V, VI	\$150.00, \$160.00, \$175.00
Professional VII, VIII, IX	\$190.00, \$215.00, \$235.00
Technical	
Geographer/GIS I,II,III	\$85.00, \$95.00, \$110.00
Geographer/GIS IV,V,VI	\$130.00, \$140.00, \$150.00
Geographer/GIS VII,VIII,IX	\$180.00, \$200.00, \$225.00
Designer I,II,III	\$105.00, \$120.00, \$140.00
Designer IV,V,VI	\$155.00, \$175.00, \$200.00
CADD Technician I,II,III,IV	\$75.00, \$90.00, \$105.00, \$125.00
Surveyor I,II,III	\$60.00, \$75.00, \$90.00
Surveyor IV,V,VI	\$105.00, \$110.00, \$125.00
Surveyor VII,VIII,IX	\$140.00, \$165.00, \$185.00
Technical I,II,III	\$75.00, \$90.00, \$110.00
Technical IV, V, VI	\$115.00, \$130.00, \$150.00
Construction	
Construction Professional I,II,III	\$120.00, \$140.00, \$165.00
Construction Professional IV,V,VI	\$185.00, \$210.00, \$225.00
Inspector I,II,III	\$80.00, \$105.00, \$125.00
Inspector IV,V,VI	\$135.00, \$145.00, \$160.00
Administration	
Admin Professional I,II,III,IV	\$70.00, \$90.00, \$105.00, \$135.00
Non-Labor Direct Costs	Cost + 15%

** Company Confidential and Proprietary

ATTACHMENT B

SCOPE OF SERVICES

The Architect's Basic Services consist of those described in Article 3 of the AIA B101 – 2007 and include usual and customary architectural, interior design, structural, mechanical, electrical, plumbing, and fire protection engineering.

The architect's additional services included for Fire Station 3 and 7 consist of those described in Article 4 of the AIA B101 – 2007 and include usual and customary landscape design, civil engineering, technology, audio visual, and security engineering services, geotechnical engineering, boundary and topographic survey, and detailed cost estimating.

Dewberry proposes for the following tasks to complete Architect's Basic Services and addition services:

- Task 1: Boundary and Topographic Survey (R.W Lamb & Associates)
- Task 2: Geotechnical Assistance and Oversight
- Task 3: N/A
- Task 4: Design Development
- Task 5: Construction Documents
- Task 6: Bidding
- Task 7: Construction Administration
- Task 8: Civil Engineering
- Task 9: Landscape Design
- Task 10: Technology / Security / AV Design
- Task 11: Cost Estimating

Detailed Approach

The following summarizes Dewberry's approach to the Project by Task, including major milestones and pricing.

Task 1: *Boundary and Topographic survey (R.W. Lamb & Associates)*

Research Record Documents

Tasks include researching of all recorded documents affecting the property such as warranty deeds, plats of survey (private & government), monument records, adjoiner deeds and other documents of record located in the county recorder's office. Dewberry will provide property access letter if needed. Collect Benchmark data for USGS elevation and Illinois State Plane Coordinate data for NGS monuments. Research City of Decatur records for underground utilities. Locate all above ground observable utilities in survey. Previous surveys by others will be used for this project.

Field Survey

- Search and locate existing and proposed property and section corners.
- Run field traverse to all existing and proposed property and section corners.
- Perform topographic survey of project site as per Dewberry survey requirements.
- Perform boundary survey as per "Illinois Minimum Standards for a Boundary Survey".

Office computations and final documents

- Close and adjust field traverse, compile all field data.
- Analyze existing property and section corner locations.
- Prepare Topographic Survey drawing. Provide AutoCAD (.dwg) drawings as per Dewberry survey requirements.

Assumptions: None.

Exclusions: Architect, Landscape Architect, Mechanical, Electrical, Plumbing, Technology/Security, and Civil Engineering

Deliverables:

- AutoCAD files
- Pointfiles, field notes, pictures on CD.

Price: Reference Price and Payment

Schedule: Completed within 4 Weeks of the start of the project.

Task 2: *Geotechnical Engineering (Ramsey Geotechnical Engineering)*

Dewberry to provide oversight and coordination of geotechnical engineering.

Assumptions: City of Decatur direct contracts with Ramsey Geotechnical Engineer.

Exclusions: Architect, Landscape Architect, Mechanical, Electrical, Plumbing, Technology/Security, and Civil Engineering

Deliverables: Electronic Files in PDF, TIFF, and/or JPG format

Price: Reference Price and Payment

Schedule: Completed within 3 weeks of the execution of contract.

Task 4: *Design Development*

The Architect will perform the following during Design Development based on the Owner's approval of the Design Concept dated September 23, 2019 – OPTION B. Reference AIA contract B101 – 2007 for additional information.

- Manage the design team
- Coordination of the MEP/T, Landscape Architect, and Civil Engineering work
- Further develop the elevations, wall sections, and floor plans.

- Update interior design and selection of finishes
- Engineers will develop equipment sizes and drawings based on the design approach established for Decatur Fire Station 5 and updated with modifications.
- Update the Cost Estimate

Assumptions: N/A

Exclusions: Furniture, Furnishings and Equipment (by owner)

Deliverables: Design Development Drawings and specifications MEP/T, Civil, Landscape, and Architectural plans, elevations, sections, details, and cost estimate

Price: Reference Price and Payment

Schedule: Completed within 4-5 weeks of the start of Task 4.

Task 5: Construction Documents

The Architect will perform the following during Construction Documents based on the Owner's approval of the Design Development Documents. Reference AIA contract B101 – 2007 for additional information.

- Manage the design team
- Coordination of the MEP/T, Landscape Architect, and Civil Engineering work
- Complete the plans, elevations, sections and details
- Finalize interior design and selection of finishes
- ADA signage drawings completed.
- Write the notifications for bidding and proposal forms; review documents with the Owner
- Create specifications for bidding and permit review.

Assumptions: N/A

Exclusions: Furniture, Furnishings and Equipment (by owner)

Deliverables: Construction Document Drawings and specifications for MEP/T, Civil, Landscape, and Architectural plans, elevations, sections, and details. Drawings and specifications will be ready for Permit review and Bidding.

Price: Reference Price and Payment

Schedule: Completed within 4-5 weeks of the start of Task 5.

Task 6: Bidding

The Architect will perform the following during Bidding based on the Owner's approval of the Construction Documents. Reference AIA contract B101 – 2007 for additional information.

- Manage the design team
- Assist in obtaining competitive bids
- Hold a Pre-Bid conference
- Respond to any Request for Information (RFI) during the bidding cycle.
- Attend the bid opening

- Review the bids and make a recommendation to the City Council for approval for the construction of Fire Station 3 and 7

Assumptions: N/A

Exclusions: Furniture, Furnishings and Equipment (by owner)

Deliverables: Bid review and recommendation

Price: Reference Price and Payment

Schedule: Completed in accordance with the City of Decatur bidding and procurement rules and regulations.

Task 7: Construction Administration and Management

The Architect will perform the following during Bidding based on the Owner's approval of the Construction Documents. Reference AIA contract B101 – 2007 for additional information.

- Manage the design team
- Write the General Contractor agreement on behalf of the City of Decatur
- Manage construction cost information and update as required through the duration of construction.
- Review Construction Shop Drawings
- Attend weekly construction meetings. Total of 42 site visits plus 8 additional miscellaneous meetings for each facility.
- Respond to any Request for Information (RFI)
- Review pay applications from the Contractor
- Review construction schedule with the Owner and Contractor
- Perform a punchlist and review the corrected work. (2 visits) each facility.
- Perform project closeout and issue Substantial Completion letter to the City of Decatur.
- Provide monitoring of contractor completion of MBE Goals as stipulated in the Bid Documents.

Assumptions: N/A

Exclusions: Furniture, Furnishings and Equipment (by owner)

Deliverables: Field Construction reports for every site visit, month pay application, punchlist and Letter of Substantial Completion

Price: Reference Price and Payment

Schedule: Substantial Completion is expected to be complete ten months after start of construction.

Task 8: Civil Engineering

Design Development:

- Task Management: Manage the civil site task including coordination with subconsultant surveying firm to conduct the boundary survey of the project site, coordination with other disciplines, and civil discipline quality assurance checks.
- Topographic survey of site.
- Preparation of preliminary design elements including site grading plan and drainage/utility plan. This task will include preparation of basic grading designs, storm water collection/detention designs, and utility connection planning. Preparation of Site Development Plan was done in Site Plan Review/Conditional Use Permit phase.
- Deliverable: 50% drawings including Site Development Plan, Grading Plan and Drainage & Utility Plan.

Construction Documents:

- Task Management: Coordinate and manage the civil site task in the production of the out-for-bid (OFB) set of plans. This will include coordination with other disciplines, design related meetings/conference calls (assumed 2 meetings during this phase), and discipline quality assurance checks.
- Update and finalize civil site related calculations that were prepared in DD.
- Prepare civil site plan sheets including existing site plan, site demolition plan, erosion control plan, site grading plan, site development plan, site drainage/utility plan, and site details.
- Prepare civil site related specifications.
- Deliverable: 95% and OFB sets of plans and specifications.

Bidding Phase:

- Answer bidder questions that arise from Pre-Bid Meeting (assume civil site task will not attend).
- Contribute to preparation of project addenda for revised design elements.

Construction Administration

- Respond to construction Requests for Information
- Construction Site Visits: An estimated two (2) site visits for the civil designers to review construction progress is assumed.
- Punch List Visit: An estimated one (1) site visit for the civil designers to review substantial completion progress is assumed.

Assumptions: N/A

Exclusions: Additional site visits in excess of three (2) during construction.

Deliverables: Field Construction reports for every site visit, and punchlist. Schematic design narrative, design development drawings and specifications, construction documents for permit and bidding

Price: Reference Price and Payment

Schedule: Substantial Completion is expected to be complete ten months after start of construction.

Task 9: *Landscape Design (Schoppe Design Associates, Inc.)*

Research and Analysis

Using information gathered during the Program Phase, SDA will inventory readily available existing data and physical site information including:

- Architectural drawings
- Proposed site plan
- Landscaping Ordinances
- Engineering plans

Concept Phase

Using the information gathered during the program phase and the research and analysis phase, SDA will:

Prepare one overall schematic landscape design illustrating the scale, type, and organization of the proposed site and landscape improvements plantings. Items which will be considered in preparing the schematic plans will be:

- Parking lot landscaping
- Right-of-way plantings
- Foundation plantings

Prepare a concept level cost opinion of our schematic design using our generic system costs and an appropriate construction contingency.

Review schematic design and cost information with you and with the owner (one WebEx meeting included).

Revise the schematic design per the review with you and the owner (one revision included).

Assumptions: N/A

Exclusions: Revisions to previously completed or approved phases of service.

Deliverables: Schematic Design and Construction Documents

Price: Reference Price and Payment

Schedule: Substantial Completion is expected to be complete ten months after start of construction.

Task 10: Technology / Security / AV Design

Data/Voice Structured Cabling System Planning and Design

The Structured Cabling System scope of work shall include ANSI/EIA/TIA Standards Compliant cabling systems (Category 6, fiber, etc.), telecommunications and equipment room layouts and cross-connect fields, Transient Voltage Surge Suppression (TVSS), Work Area Outlet (WAO) floor plans, cable tray distribution, CATV distribution, fiber optic connections, and riser diagrams. This Scope of Work includes technical specification writing, detailed CAD drawing development, coordination of WAO placement and furniture design, review of proposals and shop drawings submittals, interim and final inspection and approval of certified structured cabling system testing for 20-year warranty.

Infrastructure will be designed for a future station alerting system.

Assumptions: N/A

Exclusions: Station alerting system.

Deliverables: Field Construction reports for every site visit, and punchlist. Schematic design narrative, design development drawings and specifications, construction documents for permit and bidding

Price: Reference Price and Payment

Schedule: Substantial Completion is expected to be complete ten months after start of construction.

Task 11: Cost Estimating

The Architect will prepare a cost estimate at the end of Design Development through review meeting with Architect, MEP/T, Structural and Civil engineers to compile information required to perform a cost estimate. The cost estimator will use drawings and specifications to estimate the Design Development.

Dewberry will perform a second cost estimate at the completion of 75% of Construction Documents using drawings and specifications provided by the Architect, MEP/T, Structural and Civil engineers.

Assumptions: N/A

Exclusions: Estimate during Schematic Design

Deliverables: Design Development Estimate, 75% Construction Document Estimate

Price: Reference Price and Payment

Schedule: Each estimate will take 10 - 15 days to complete.

Public Works

DATE: 12/31/2019

MEMO: 2020-04

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving an Agreement with Massie Massie and Associates for Professional Services to Develop Concept Improvement Plans for Rt. 51 Between Eldorado Street and Pershing Road City Project 2020-01

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 services agreement between the City of Decatur and Massie Massie and Associates to develop concept improvement plans for Rt. 51 between Eldorado Street and Pershing Road, for a fee not to exceed \$25,500.

BACKGROUND:

City Council Priorities:

The improvement of the Rt. 51 corridor between Pershing and Eldorado assists in addressing City Council Priority Goal #1: Neighborhood Revitalization. The project will improve the street environment to reduce negative impacts on the neighborhood and improve the aesthetics and access along the corridor for those who use it.

Rt. 51 Improvements

The Illinois Department of Transportation (IDOT) intends to resurface this portion of Old Route 51 within the next 2-3 years. In accordance with the desire to improve the neighborhood environment along this corridor, including the inclusion of a bike trail to improve access, City staff approached IDOT with a recommendation to look more broadly toward improvements that would enhance the whole corridor rather than being limited to pavement improvements. To begin a more expansive review of the corridor, IDOT requires a concept improvement plan.

Professional Services Agreement

Massie Massie and Associates was instrumental in preparing the concept plans for the Eldorado Street and downtown streetscape improvements. City staff approached them to expand the downtown concept northward along the Rt. 51 corridor to improve the Main Street and Water Street environment between Eldorado and Pershing. Massie will review the corridor with consideration to projected traffic volumes, on-street parking, sidewalks, general property access, lighting, additional green space (where possible) signage and vegetation. Their scope of services will include:

1. Working with City staff and IDOT to create a base map of the corridor,
2. Review and evaluate the corridor and identify conditions or areas of concern,
3. Develop preliminary concept improvement plans for review with City staff and the public,
4. Meet with the community to review the concepts and gather input,
5. Provide revisions for further community and City Council input,
6. Provide concept plans for submittal to IDOT.

The fee for services is proposed to be \$25,500.

PRIOR COUNCIL ACTION:

There has been no past Council action on this item.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES:

Massie Massie and Associates

LEGAL REVIEW: The proposed Agreement was approved by the Legal Department.

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed professional services agreement with Massie Massie and Associates is for a cost of \$25,500.

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

SCHEDULE: The concept design will begin upon approval by the City Council with an intended completion in May.

COPY: Massie Massie and Associates

ATTACHMENTS:

Description	Type
Resolution Authorizing a Professional Services Agreement Massie Massie with Exhibit 1	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AGREEMENT WITH
MASSIE MASSIE AND ASSOCIATES FOR PROFESSIONAL SERVICES TO
DEVELOP CONCEPT IMPROVEMENT PLANS FOR RT. 51 BETWEEN ELDORADO
STREET AND PERSHING ROAD
CITY PROJECT 2020-01**

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

Section 1. That the Professional Services Agreement to develop concept improvement plans for Rt. 51 between Eldorado Street and Pershing Road, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Massie Massie and Associates be, and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Massie Massie and Associates for a fee not to exceed \$25,500.

PRESENTED and ADOPTED this 6th day of January 2020.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

for
ENHANCEMENTS TO NORTH MAIN STREET (US ROUTE 51 SOUTHBOUND) AND
NORTH WATER STREET (US ROUTE 51 NORTHBOUND)
FROM ELDORADO STREET TO PERSHING ROAD, DECATUR, IL

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

Massie Massie and Associates, 1210 S. 5th Street, Springfield, IL 62703

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

SCOPE OF WORK

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

SECTION I. GENERAL

- A. CONSULTING ENGINEER. The Consulting Engineer shall provide professional engineering services for the City in all phases of the Project, serve as the City's professional engineering representative for the Project as set forth herein and shall give professional engineering consultation and advice to the City's Representative during the performance of services hereunder. All services provided hereunder shall be performed by the Consulting Engineer in accordance with generally accepted Engineering standards.
- B. NOTICE TO PROCEED. The Consulting Engineer shall only begin performance of each Phase of work required hereunder upon receipt of a written Notice to Proceed for that Phase, as shown in Exhibit B.
- C. TIME. The Consulting Engineer shall begin work on each successive phase within thirty (30) days after receipt of the Notice to Proceed for each phase and shall devote such personnel, technical equipment, computer time and materials to the Project so as to complete each phase within the time limits set forth in Exhibit C; Project Timeline.
- D. CITY'S REPRESENTATIVE. The City's representative to the Consulting Engineer shall be the City Engineer or the City Engineer's designee as set forth in the Notice to Proceed for each phase of work.
- E. EXTRA WORK AND CHANGE ORDERS. The Consulting Engineer shall only perform the work authorized by this contract and defined in the Scope of Work (attached hereto, marked Exhibit A, incorporated by reference herein and made a part of this Agreement). Should the size or complexity of the project exceed the amount of work contemplated by this contract or defined in the Scope of Work, the Consulting Engineer shall obtain written authorization in the form of a Change Order from the City's Representative, to perform extra work before such work is actually performed. A Change Order form is included in this Agreement as Exhibit D. The cost to perform any work prior

to written authorization shall be paid exclusively by the Consulting Engineer and shall not be reimbursed by the City.

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity

- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.

- b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:
 - Coverage A: Statutory Limits
 - Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:
 - Personal Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

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

2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
 3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
 4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

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

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

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

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on a Lump Sum not to exceed \$25,500.00.
- 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 _____. *no subconsultants are envisioned*
- 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: 

SCOPE OF WORK

(Describe the scope of work by breaking down the project into major work elements or phases. Further divide the major work elements or phases into tasks, identify proposed staff positions to accomplish the tasks, and show direct salary cost. Estimate the staff hours to accomplish the task, and calculate the direct cost. A sum of staff hours by position and direct salary cost should be made for each of the major work elements or phases. The total estimated labor cost is the sum of all the elements or phases multiplied by the approved project multiplier. The total estimated engineering cost is the total labor cost plus estimated reimbursable expenses. Alternately, replace this Exhibit with a spread sheet defining scope of work. Mark the spreadsheet Exhibit A.) Number pages "A-1", "A-2" and so on.



Exhibit A

December 20, 2019

Mr. Scot Wrighton, Decatur City Manager
Mr. Matt Newell, Director of Public Works
Municipal Center
Decatur, IL

Subject: Proposal to develop Concept Improvement Plans
For Improvements to North Main Street (US Route 51 southbound) and North Water Street (US Route 51 northbound) from Eldorado Street to Pershing Road, Decatur, IL

Dear Scot and Matt,

Massie Massie + Associates (MMA) is pleased to provide this proposal to the City of Decatur for developing Concept Improvement Plans for North Main Street (US Route 51 southbound) and North Water Street (US Route 51 northbound), from Eldorado Street to Pershing Road, on the north side of Decatur.

Based on the December 18 meeting between you, and Neil Brumleve and myself from MMA, we have outlined the following scope of services for the purpose of developing plans to improve the circulation, safety, environment, and aesthetics of the approximate 11,200 linear feet of IL 51 and North Main from Eldorado to Pershing. The plans will primarily consider the IL 51 and North Water Street rights-of-way, however, street intersections and access to public and private property along the rights-of-way will be included. Collaboration with the city staff and outreach to the community are included in this scope.

The Concept Improvement Plans will be based in part on a sketch study of the area prepared by MMA. The following elements and considerations will be addressed.

- Number, width and position of traffic lanes
- Intersection modifications
- Access to adjoining property
- On-street parking
- Sidewalks and bicycle lanes
- Street crossings
- Bus stops
- Sustainable drainage measures
- Street lighting
- Wayfinding signs
- Street trees and other planting
- Other streetscape amenities for function and aesthetics

MassieMassie+Associates

Landscape Architecture and Land Planning
1210 South 5th St. Springfield, Illinois 62703
217-544-3210 Massie-Massie-Associates.com

Scope of Service

MMA proposes to provide the following services and deliverables for this project.

1. Compile existing mapping and aerial photography from the City and IDOT to create a base map (no additional land surveying would be done for the Concept Plan).
2. Conduct a general site evaluation of the corridors and identify conditions or concerns that may need special attention.
3. Develop preliminary Concept Improvement Plans and any feasible options within the project area.
4. Present plans to City Staff and determine any additional investigation or consideration needed.
5. Refine the Concept Plans and add cross-sections or other graphic exhibits.
6. Present plans to the City Staff for approval.
7. Prepare displays for public viewing.
8. Participate in two Public Viewings to be organized by City Staff.
9. Collect, record and analyze community input.
10. Meet with City Staff to determine any revisions that may be needed.
11. Refine Plan and present to the City Council for discussion and approval.
12. Provide final materials to the City Staff for submittal to IDOT and FHWA.

Deliverables

- Rendered Concept Plans and graphics
- Narrative of concepts
- Notes regarding public input and other communications with project participants
- Meetings and correspondence with City Staff
- Presentations at two Public Viewings
- Presentation to Decatur City Council

Estimate of Time and Fees

MMA proposes to complete the above scope of services according to the estimated time schedule that is attached for a lump sum fee not to exceed \$25,500.00.

Invoices will be submitted not more often than one time per month for services rendered to date.

Thank you for the opportunity to submit a proposal for this project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kent Massie".

Kent Massie, PLA



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.

City of Decatur
IL Route 51 and North Grand Avenue Improvement Plans

Exhibit C

ANTICIPATED TIME LINE

2020

	January				February				March				April				May			
	week 1	week 2	week 3	week 4	week 5	week 6	week 7	week 8	week 9	week 10	week 11	week 12	week 13	week 14	week 15	week 16	week 17	week 18	week 19	week 20
SCOPE ITEMS																				
1. Compile existing mapping																				
2. Conduct a general site evaluation																				
3. Develop preliminary concept plan																				
4. Present plans to City Staff																				
5. Refine the plans																				
6. Present plans to City Staff																				
7. Prepare displays																				
8. Participate in 2 Public Viewings																				
9. Analyze Community Input																				
10. Meet with City Staff																				
11. Refine plans and present to City Council																				
12. Provide final materials to City Staff																				



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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2019

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: Audrey McNeill PHONE (A/C, No, Ext): 800-527-9049 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Massie Massie & Associates Inc 1210 S. 5th Street Springfield, IL 62703		INSURER(S) AFFORDING COVERAGE INSURER A: TRAVELERS PROP CAS CO OF AMER 25674 INSURER B: PHOENIX INS CO 25623 INSURER C: TRAVELERS CAS & SURETY CO OF AMER 31194 INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 58163635

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			6801H78508019	08/28/19	08/28/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA5935L15519	08/28/19	08/28/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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	UB8K60292419	08/28/19	08/28/20	☒ 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
C	Professional Liability Claims Made			106654542	01/13/19	01/13/21	Each Claim 1,000,000 Aggregate 1,000,000

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

Project: Concept Improvement Plans for Improvements to North Main Street (US Route 51 Southbound) and North Water Street (US Route 51 Northbound) from Eldorado Street to Pershing Road, Decatur, IL.

CERTIFICATE HOLDER

CANCELLATION

City of Decatur

Municipal Center

Decatur, IL 62526

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

Audrey McNeill

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 underutilization.
- (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 Sangamon)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Massie Massie + Associates, Inc. (Hereinafter "Consulting Engineer") is a:
Company Name

(Place mark in front of appropriate type of business)

_____ Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

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

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is _____.

B. **CORPORATION**

The State of Incorporation is _____

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

The corporate officers are as follows:

President: Sue Massie

Vice President: _____

Secretary: Sue Massie

C. PARTNERSHIP OR LLC

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

<u>Sue Massie</u>	<u>1401 Chatham Road, Springfield, IL 62704, 217-544-3210</u>
Name	Home Address & Telephone

<u>Neil F. Brumleve</u>	<u>1211 Saratoga Chase, Sherman, IL 62684, 217-821-4032</u>
Name	Home Address & Telephone

_____	_____
Name	Home Address & Telephone

The business address is 1210 South Fifth St., Springfield, IL 62703

Telephone: 217-544-3210 Fax: none

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

Sue Massie
Signature

Sue Massie

Printed Name

President

Title

SUBSCRIBED and SWORN to before me this 30 day of Dec., 2019

Angela K. Brewer
Notary Public

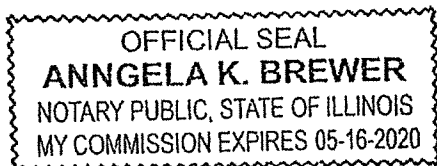


Exhibit H DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name:		
Consulting Engineer:		
Classification	Minimum	Maximum
Principal		
Project Manager		
Structural Engineer		
Senior Engineer		
Engineer		
Senior Technician		
Technician		
Professional Land Surveyor		
Construction Inspector		
Structural Engineer		
Clerical		

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:

SUBJECT: Resolution Authorizing Waiving of Fines, Fees, Penalties or Costs for Violations of City Code Chapter 34-Traffic and Parking

ATTACHMENTS:

Description	Type
City Council Memorandum 2020-01	Cover Memo
Resolution Authorizing Waiving of Fines, Fees, Penalties or Costs for Violations of City Code Chapter 34-Traffic and Parking	Resolution Letter

CITY COUNCIL MEMORANDUM

NO. 2020-01

January 2, 2020

TO: Honorable Mayor Moore Wolfe

FROM: Scot Wrighton, City Manager
Gregg Zientara, City Treasurer & Director of Finance
Wendy Morthland, Corporation Counsel

RE: Temporary Fine, Fee and Cost Waiver for traffic and parking violations

Chapter 34 of the City Code sets forth various parking rules, regulations and restrictions for motor vehicles in the City of Decatur. As part of that Code, citations may be issued for violations and additional fines, fees, penalties and costs may be assessed for payment not made or not made in a timely manner.

Through the years, there have been citations that have not been paid. Traditionally, the City has sought enforcement for the worst offenders first which has caused some citations to go unpaid. As part of City Council's budget discussions as to the most efficient and expedient way to collect those citations, the City Council supported the temporary waiving of seeking additional fines, fees, penalties or costs that may be owed pursuant to the City Code for a specific time period.

The accompanying Resolution would place a temporary moratorium on the assessment and collection of fines, fees, penalties and costs that are placed on parking citations issued by the City. This Resolution would be in effect through April 30, 2020. Those issued citations for parking type violations set out in Chapter 34 could pay the original amount of the citation during this temporary moratorium or amnesty period and not incur additional fines, fees, penalties or costs.

City staff recommends approval of this Resolution.

RESOLUTION NO. R2020 _____

**RESOLUTION AUTHORIZING WAIVING OF
FINES, FEES, PENALTIES OR COSTS FOR VIOLATIONS
OF CITY CODE CHAPTER 34-TRAFFIC AND PARKING**

WHEREAS, the City of Decatur, Illinois, (“City”) is a home rule municipality under the Constitution and laws of the State of Illinois; and,

WHEREAS, the City has, pursuant to its authority granted under the Constitution and laws of the State of Illinois as a home rule authority, enacted provisions regulating traffic and parking on municipal and other property; and,

WHEREAS, City Code sets forth fines, fees, penalties and costs for violations of the regulations set forth for traffic and parking in the City; and,

WHEREAS, Chapter 34 of the City Code provides for increased fees, penalties and costs for citations that are not paid in a timely and directed period; and,

WHEREAS, the enforcement of the traffic and parking regulations of the City and the collection of the fines, fees, penalties and costs for violations of the traffic and parking regulations is an expense incurred by the City; and,

WHEREAS, the City has an interest in temporarily reducing the costs for the collection of the fines, fees, penalties and costs for traffic and parking regulations and in encouraging persons in violation to pay the fines, fees, penalties and costs incurred.

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

Section 1. That for parking citations issued for violations of traffic and parking regulations set forth in Chapter 34 of the City Code, the fees, penalties and costs assessed in excess of the original penalty or fine amount shall be waived if the citation amount is paid on or before April 30, 2020.

Section 2. That the waiver of the fees, penalties and costs provided for in Chapter 34 shall be in effect beginning from the effective date of this Resolution and shall expire at 5:00 p.m. on April 30, 2020.

Section 3. That the fees, penalties and costs provided for in Chapter 34 shall be in full force and effect on May 1, 2020.

Section 4. That this Resolution temporarily waiving fees, penalties and costs for traffic and parking citations shall not apply retroactively and shall not permit the return or refunding of any fees, penalties and costs previously paid.

Section 5. That this Resolution shall not apply to any citations that have Judgments or Orders issued by an Administrative Law Judge or Circuit Judge.

PRESENTED AND ADOPTED this 6th day of January, 2020.

JULIE MOORE WOLFE
MAYOR

ATTEST:

KIM ALTHOFF
CITY CLERK

Public Works

DATE: 12/30/2019

MEMO: 2020-01

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3223 Desert Inn Road

SUMMARY RECOMMENDATION:

Staff recommends that the following Ordinances annexing territories be approved.

1. 3223 Desert Inn Road
2. 1777 Plainview Street

BACKGROUND: The subject properties are being annexed due to a water service agreement

POTENTIAL OBJECTIONS: None

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

ATTACHMENTS:

Description	Type
2020-01 Ordinance Annexing Territory 3223 Desert Inn Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3223 DESERT INN ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Scott D. Powers and Jayne R. Powers, requesting that there be annexed to the City territory described as:

LOT 46 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN# 07-07-32-433-007

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of January 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Scott D. Powers Jayne R. Powers

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3223 Desert Inn Road, and legally described as follows:

LOT 46 HUSTON FOREST ACRES, AS PER PLAT RECORDED IN BOOK 300 PAGE 350 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN #07-07-32-433-007 _____

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

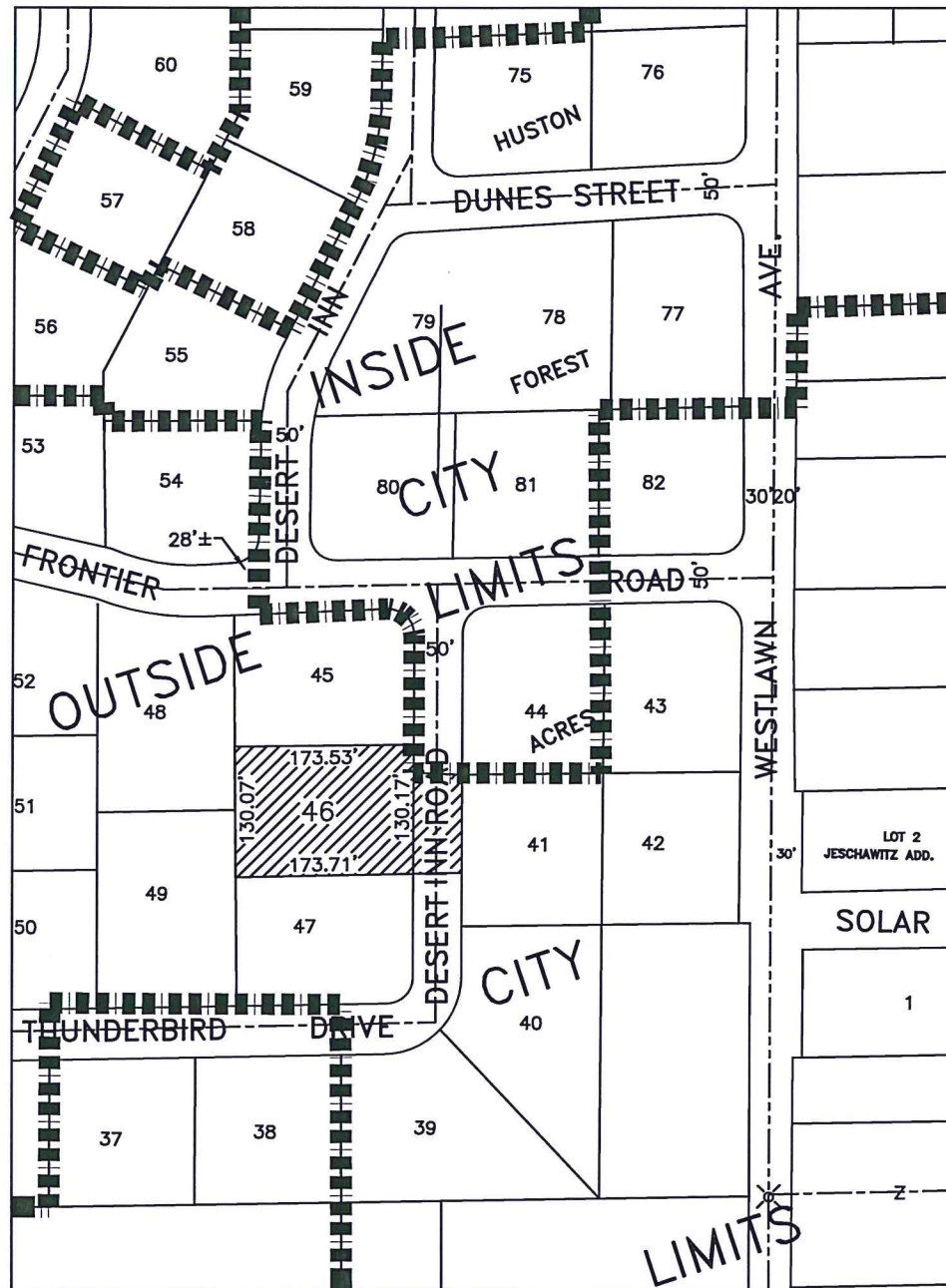
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Scott D. Powers</u>	<u>Scott D. Powers</u>	<u>3223 Desert Inn Rd Decatur IL</u>
<u>Jayne R. Powers</u>	<u>Jayne R. Powers</u>	

Signed and sworn to before me this 11th day of December, 2019

Karen E Henington
Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3223 DESERT INN ROAD



indicates territory annexed



indicates existing corporate limits

0.518± acres

AREA 0.0008± sq. miles

95± lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

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

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Public Works

DATE: 12/30/2019

MEMO: 2020-01

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 1777 Plainview Street

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 1777 Plainview Street	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1777 PLAINVIEW STREET**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Michael Voiles and Jessica Short, requesting that there be annexed to the City territory described as:

LOT 3 COOPERS 2ND SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1405 PAGE 16
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS

PIN# 07-07-28-329-001

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

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

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

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

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

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

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

PRESENTED, PASSED, APPROVED AND RECORDED this 6th day of January 2020.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

PETITION FOR ANNEXATION

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

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Michael Voiles

Jessica Short

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1777 Plainview Street, and legally described as follows:

LOT 3 COOPERS 2ND SUBDIVISION, AS PER PLAT RECORDED IN BOOK 1405 PAGE 16 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN #07-07-28-329-001 _____

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

[Signature]

Michael Voiles
Jessica Short

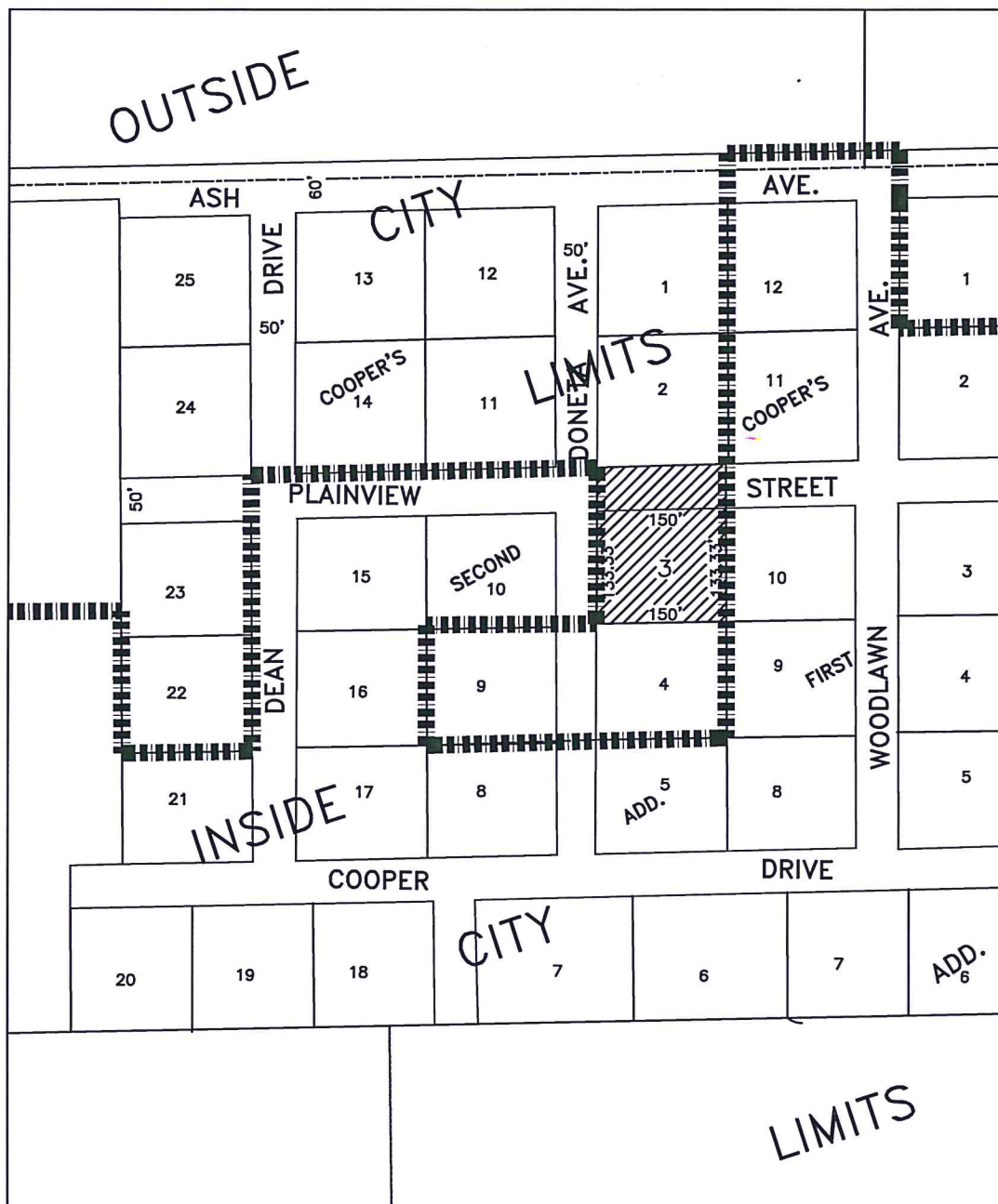
1777 Plainview st Decatur, IL
1777 Plainview st decat

Signed and sworn to before me this 19 day of December, 2019

Kirsten A. Born
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1777 WEST PLAINVIEW STREET



indicates territory annexed



indicates existing corporate limits

0.459± acres

AREA 0.001± sq. miles

150± lin. ft. of public road

HICKORY POINT township



N.T.S.



12-30-19

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-048941
LICENSE EXPIRES NOV. 30, 2021

ORDINANCE NO: _____

DATE: _____

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DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

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