



Monday, June 16, 2025
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

1. Approval of Minutes of June 2, 2025 City Council Meeting

V. Unfinished Business

VI. New Business

1. Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Purchase and Implementation of Mobile Ticketing Software and Equipment with Modeshift
2. Ordinance Amending City Code Chapter 52, Alcoholic Liquor
3. City Manager Update
4. 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 1st and 2nd Lots East of 1210 Broadmoor
- B. Ordinance Annexing Territory 3rd Lot East of 1210 Broadmoor
- C. Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-250 Truck and Upfit
- D. Resolution Authorizing a Professional Engineering Services Agreement with Burns & McDonnell Engineering Company, Inc., to Provide Engineering Services for the DeWitt Wellfield Pipeline, City Project 2023-11
- E. Resolution Authorizing a Professional Engineering Services Agreement with CDM Smith, Inc. to provide Design Services for the Lead Contaminated Galvanized Service Line Replacement Project, City Project 2025-20
- F. Resolution Authorizing Execution and Agreement of Home Repair and Accessibility Program (HRAP) Round 2
- G. Receiving and Filing of Minutes of Boards and Commissions
- H. Resolution Authorizing Application for Bird City Illinois (Decatur, Illinois)
- I. Resolution Authorizing Renewal of TKB Associates, Inc. Annual Licensing and Support for Laserfiche Document Management Suite

VII. Other Business

VIII. Adjournment

- 1. Monthly Reports, May 2025

CITY COUNCIL MINUTES

Monday, June 2, 2025

On Monday, June 2, 2025, 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, Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp and Dennis Cooper. Mayor Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens.

The following citizens provided comments to the Council: Samantha Carroll and Ayn Owens.

Mayor Moore Wolfe called for approval of the minutes.

The minutes of May 19, 2025, City Council Meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Culp and on call of the roll, Council members Lisa Gregory, Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

This being the time set aside for Unfinished Business and there being none, Mayor Moore Wolfe called for New Business.

R2025-196 Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Microtransit Management and Operations with MV Transportation, Inc., was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Ms. Lacie Elzy, Director of Economic and Community Development, provided an overview of the Resolution and answered questions from Council members concerning the terms of the agreement. She also recognized several employees from MV Transportation: Nick Standefer, General Manager for the Decatur branch, Lionel Griffith, Transit Manager for the Decatur branch, Randy Phipps, Lead Road Supervisor for Decatur, Matt Veach, Senior Vice President of Business Development and Tim McCann, Senior Vice President of Operations.

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

R2025-197 Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Professional Services for the FY2025 EPA Brownfields Assessment Grant between Fehr Graham and the City of Decatur, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Ms. Elzy, Director of Economic and Community Development, provided an overview of the Resolution and answered questions from Council members about the grant's timeline and scope of services.

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

R2025-198 Resolution Authorizing Agreement with the Illinois Department of Commerce & Economic Opportunity for a Site Readiness Planning Grant, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

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

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

R2025-199 Resolution Authorizing the Execution of an Agreement for the Electricity Supply for the City of Decatur Electric Accounts, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

City Manager Gleason gave an overview of the Resolution and introduced Brian McLemore and Shelby Dupont, representatives from CQI Associates.

Ms. Dupont spoke about the history between CQI Associates and the city, highlighting efforts to secure a new electricity contract.

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

City Manager Gleason provided the City Manager update. Jeremy Durbin was promoted to Fire Lieutenant and Todd Zimmerman was promoted to Fire Captain. Karl Ziemer was promoted to Engineering Technician III in Public Works. Eric Ethell was promoted to Deputy Chief of Police for Administrative Operations and Scott Rosenbery was promoted to Deputy Chief of Police for Criminal Investigations. Ronald Dalluge was promoted to Supervisor of Technical Services in Public Works. Kylie Reynolds was promoted to Urban and Land Use Planner and Marissa Weybright was promoted to Title Research Analyst in Economic and Community Development. City Manager Gleason congratulated Michael Rosenbery, Fire Captain, who retired after 28 years of service.

Mayor Moore Wolfe called for Consent Agenda Calendar Items A. through F. and asked if any Council member wished to remove an item from the Consent Agenda Calendar. Councilman Horn requested to remove Item B. from the Consent Agenda Calendar. The Clerk read Items A. and C. through E.:

Item A. R2025-200 Resolution Authorizing the Execution of an Agreement with Concentric Integration, LLC, for South Water Treatment Plant Control Platform Migration Phase

Item C. R2025-201 Resolution Authorizing Payment to the Macon County Law Enforcement Training Center for New Police Officer Recruit Training

Item D. R2025-202 Resolution Authorizing Payment to Central Square for Software Maintenance Fees

Item E. R2025-203 Resolution Authorizing Execution of a Radio Porting Agreement with the Macon County Emergency Telephone System Board (ETSB) and City of Decatur

Item F. 2025-49 Ordinance Adding Territory to Enterprise Zone and Approving the Amendment of the Enacting Ordinance and Intergovernmental Agreement 12 C Properties, LLC

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

R2025-204 Resolution Authorizing Amendment Number 4 to an Agreement with Clark Dietz Inc. to Provide Professional Engineering Services to the City of Decatur, City Project 2020-13, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Councilman Horn shared his views on the outsourcing of Public Works positions.

City Manager Gleason spoke about recruitment efforts.

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

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

Councilwoman Cruz requested a Study Session to discuss the formation of an education committee.

Mayor Moore Wolfe outlined the process for requesting Study Sessions.

There being no Other Business, Mayor Moore Wolfe called for Adjournment.

Councilwoman Gregory moved the regular City Council meeting be adjourned, seconded by Councilman Culp and upon call of the roll, Council members Lisa Gregory, Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:02 p.m.

Approved _____
Kim Althoff
City Clerk

ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT

No. 2025-25

June 16, 2025

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Melissa Hon, Deputy City Manager
Lacie Elzy, Economic & Community Development Director

SUBJECT: Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Purchase and Implementation of Mobile Ticketing Software and Equipment with Modeshift.

RECOMMENDATION: It is recommended by staff that this item be approved, and the contract executed with Modeshift.

BACKGROUND: The City of Decatur has not replaced the fareboxes on its transit buses in over 40 years. Currently, the buses only accept cash, with no option for change. This system is outdated and presents significant convenience and equity challenges for our riders.

To modernize fare collection, the City will utilize grant funding to install new fare validators and implement mobile ticketing software provided by Modeshift. Once deployed, this system will enable passengers across all public transit services—including fixed-route buses and microtransit—to pay fares using mobile devices or transit cards. Riders who prefer to use cash will still be able to purchase fare cards at the transit center, similar to how monthly passes are currently obtained. The new system includes features such as fare capping, robust data collection, and operational efficiencies that will improve service delivery and system performance. Importantly, this transition also enhances driver safety by eliminating the need to handle cash onboard.

Modeshift was selected through a competitive procurement process as the most responsible and responsive bidder, with a total project cost of \$752,449.54. This amount is well within the \$1,000,000 in grant funding awarded by the Illinois Department of Transportation (IDOT) and the Federal Transit Administration (FTA), and it includes both the necessary equipment and five years of software subscription services. The City is confident in Modeshift as a partner and anticipates significant positive impacts from this modernization effort.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions, they may contact, Lacie Elzy at 542-3559 or lelzy@decaturil.gov

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE PROPOSAL AND AUTHORIZING THE
EXECUTION OF AN AGREEMENT FOR PURCHASE AND
IMPLEMENTATION OF MOBILE TICKETING SOFTWARE AND
EQUIPMENT WITH MODESHIFT**

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

Section 1. That the Proposal for purchase and implementation of mobile ticketing software and equipment is hereby accepted and approved.

Section 2. That the City Manager or Designee of the City of Decatur be, and is hereby authorized, to execute a contract for mobile ticketing software and equipment implementation between the City of Decatur and Modeshift.

Section 3. That this proposal is contingent upon the approval of the Illinois Department of Transportation and their reimbursement of grant funds for the purchase and implementation.

PRESENTED AND ADOPTED this day 16th of June 2025.

Mayor, Julie Moore Wolfe

ATTEST:

Kim Althoff, City Clerk

CONTRACT BETWEEN CITY OF DECATUR, ILLINOIS AND MODESHIFT, INC.

MOBILE TICKETING SOFTWARE

THIS CONTRACT ("Contract"), made this _____ day of _____ 2025, by and between the City of Decatur, Illinois, an Illinois municipal corporation ("City") and Modeshift, Inc., a Delaware corporation ("Contractor") in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and for good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, agree as follows:

SECTION 1. SERVICES

Contractor shall furnish, perform, comply and complete in a good and workmanlike manner all work required in connection with Purchase and Implementation of Mobile Ticketing Fare Collection Software, City Project Number RFP#TR2023-03 (attached as Ex. B and incorporated by reference into this Contract), all in strict accordance with the Contract Documents, including any and all Addenda, and in strict compliance with Contractor's Bid Proposal (attached as Ex. C and incorporated by reference into this Contract). Any work performed outside of Exhibits B and C, without the City's express written consent, shall be solely at the expense of Contractor.

SECTION 2. TERM

The term of this Contract shall be for a five (5) year period beginning July 1, 2025, and ending July 1, 2030, with the City's right to extend as set forth in Ex. B.

SECTION 3. COMPENSATION

Total compensation for all work performed under this Contract shall not exceed Seven Hundred Fifty-Two Thousand, Four Hundred Forty-Nine Dollars and Fifty-Four cents (\$752,449.54) as set forth in Contractor's pricing schedule as part of their Bid Proposal in Ex. C and as more particularly set forth in Ex. D attached hereto and incorporated by reference in this Contract.

SECTION 4. ASSIGNMENT

Unless prior written approval is provided by the City, Contractor may not assign, transfer, dispose of or delegate its rights and/or duties set forth in this Contract and any attempted assignment or delegation will be null and void.

SECTION 5. SUBCONTRACTING

Contractor shall not enter into any subcontracts or agreements or allow any work to be performed by a subcontractor with respect to this Contract without the prior written

express agreement and authorization from the City. Any and all work that is subcontracted by Contractor must abide by the terms of this Contract and Contractor shall ensure any agreements with its subcontractors incorporates the obligations of this Contract.

SECTION 6. VENUE AND GOVERNING LAW

This Contract shall be construed, interpreted, and governed by the laws of the State of Illinois. Each Party agrees that any legal action to enforce or defend with respect to this Contract shall be brought only in the Circuit Court of the State of Illinois in Macon County. Exclusive venue for all proceedings regarding this Contract shall be Macon County, Illinois. Each Party further accepts, generally and unconditionally, the exclusive jurisdiction of that court with respect to any legal action and irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any legal action in that jurisdiction and venue.

SECTION 7. INDEPENDENT CONTRACTOR

The City's relationship to Contractor under this Contract shall be that of an independent Contractor. Contractor acknowledges that neither it nor its personnel shall be acting as an employee or official representative of the City. The City shall have no liability for Contractor's selection of personnel, employees, or Subcontractors.

The City's compensation to Contractor shall be limited to that as set forth in this Contract and the City shall not reimburse any expenses, provide any benefits, withhold any employment taxes, or otherwise have a financial relationship with Contractor other than payment of the stated compensation. Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or any sub-contractors.

SECTION 8. INDEMNIFICATION

Contractor shall be responsible for all damages to property or persons to the extent caused by the Contractor's negligent act, errors and/or omissions in the performance of this Contract and shall indemnify and hold harmless the City, its elected or appointed officials, its employees, agents, directors and officers from all actions, claims, or damages resulting therefrom. Contractor will hold the City harmless from all claims, suits, actions, damages or causes of action in any way arising during the term of the Contract including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained because of or resulting from this Contract. Contractor shall assume all restitution and repair costs arising out of its negligent act, error, and/or omission.

Contractor agrees to indemnify and hold harmless the City its elected or appointed officials, its employees, agents, directors, and officers against any claims made by employees of Contractor or any of their Subcontractors, as well as all other persons, arising out of, related to, or resulting from this Agreement to the extent such losses, damages, injuries, and liabilities are caused by negligence of Contractor. This Contractor shall apply to all such damages, except for those caused by City's intentional misconduct. This indemnification shall survive the termination of this Contractor and apply to the fullest extent of the law. In the event that any provision hereof is determined to be unenforceable, the indemnification obligations shall be severable and the fullest extent of indemnification that may lawfully apply shall remain in full force and effect. This indemnification shall not be limited in any way by limitations on the amount or type of damages, compensation, or benefits payable or for the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefit acts. Notwithstanding anything foregoing to the contrary, the Parties shall not indemnify each other for any liabilities, damages, costs, or expenses resulting from the other party's own willful misconduct or negligence. The City does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1et seq., or other such immunity statute or common law, by reason of indemnification or insurance.

SECTION 9. CERTIFICATIONS

Contractor shall comply with all applicable laws, ordinances, and regulations of Federal, State and Local Governments in effect during the term of this Contract. Executing this Contract constitutes acknowledgement, acceptance, and certification of the accuracy of the following certifications, laws and obligations, and any other certifications required under any applicable law relating to the performance of this Contract, which Contractor is responsible for identifying and complying with:

- A. Anti-Bribery: Contractor certifies it is not barred under 30 ILCS 500/50-5(a)-(d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.
- B. Barred from Contracting: Contractor certifies that is has not been barred from contracting as result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 or 720 ILCS 5/33-4 or a similar law of another state or of the federal government.
- C. Employment Status: Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.
- D. Non-Discrimination, Certification, and Equal Employment Opportunity:

Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 ILCS 5/1-101 *et. seq.*), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 CFR Ch. 60). Contractor agrees to incorporate this clause into all subcontracts entered into under this Contract. Contractor acknowledges that they shall not discriminate based on any protected classification.

- E. **Prevailing Wage:** Contractor certifies that it shall comply with all applicable provisions of the Prevailing Wage Act and further certifies that it is not in violation of said Act and has not been barred from bidding on this proposal by virtue of a past violation of the Act. Contractor is responsible for regularly updating their documents to reflect new prevailing wage rates made available by the Illinois Department of Labor at <https://labor.illinois.gov>. This notice is given pursuant to 820 ILCS 130/4 and the balance of the Prevailing Wage Act, which is incorporated herein by reference as if fully restated.
- F. **Sexual Harassment:** Contractor certifies that it follows the Illinois Human Rights Act 775 ILCS 5/1.101, including establishment and maintenance of sexual harassment policies and programs as required.
- G. **Tax Delinquency:** Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1 and is not delinquent in the payment of any tax, charge, or obligation to the City.

SECTION 10. FEDERAL AND STATE CONTRACT REQUIREMENTS

Contractor shall at all times comply with all applicable regulations, policies, procedures and directives attached hereto, marked Ex. A and incorporated by reference, including without limitation those directly referenced in the Contract between the City of Decatur and the FTA as they may be amended or promulgated from time to time during the term of this Contract.

SECTION 11. NOTICE

All notices, demands and requests that are required or allowed to be given by either party shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, to the address as set forth below or to such other address as either party may subsequently designate in writing. Communications and notices shall be considered received four (4) business days after being deposited in the mail, duly stamped, and

addressed or one (1) business day after forwarding via overnight express mail by the sender.

To City:

City of Decatur
Attn: City Manager
#1 Gary K. Anderson Plaza
Decatur, IL 62523

To: Modeshift:

Modeshift, Inc.
Attn.: Vice-President
90 Canal St.
Boston, MA 02114

SECTION 12. COUNTERPARTS

This Contract may be executed in counterparts, and any party hereto may sign any counterpart. This Contract shall be effective when each party hereto shall have signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Contract as fully as if all of the parties shall have signed a single document. The parties agree that facsimile copies of signatures on this Contract shall have the same effect as original signatures.

SECTION 13. REMEDIES

This is an enforceable Contract placing specific obligations on the City and Contractor. Either Party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

SECTION 14. SEVERABILITY

If any provisions or subpart of this Contract is held to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible. If not, the provision shall be deemed severed from the Contractor, and all other provisions and subparts shall remain in full force and effect.

SECTION 15. TIME OF ESSENCE

Time shall be considered to be of the essence of this Contract.

SECTION 16. WAIVER

No failure or delay by either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed, sealed, and attested.

CITY OF DECATUR, ILLINOIS

MODESHIFT, INC.

By _____
JULIE MOORE WOLFE, MAYOR

By _____
PRESIDENT\

ATTEST:

ATTEST:

CITY CLERK

BY:

EXHIBIT A

REQUIRED CLAUSES

Incorporation of Federal Transit Administration (FTA) Terms.

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request of the City, which would cause the City to be in violation of the FTA terms and conditions.

Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

No Obligation by the Federal Government

The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration (FTA). It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended (31 U.S.C. § 3801 et seq.), and U.S. Department of Transportation (DOT) regulations, "Program Fraud Civil Remedies" (49 C.F.R. Part 31), apply to its actions pertaining to this Agreement and the federally assisted project.

Upon execution of this Agreement, the Contractor certifies and affirms the truthfulness and accuracy of all statements it has made, makes, may make, or causes to be made in connection with the work performed under this Agreement. In addition to any other remedies or penalties available under applicable law, the Contractor acknowledges that if it makes or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties under the Program Fraud Civil Remedies Act of 1986 to the extent it deems appropriate.

The Contractor further acknowledges that if it makes or causes to be made a false, fictitious, or fraudulent claim, statement, submission, or certification in connection with a project financed in whole or in part with Federal assistance originally awarded by the FTA under 49 U.S.C. § 5307, the Federal Government may impose penalties as authorized by 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1).

Access to Records

The following provisions apply to this Agreement and do not apply to any subcontracts:

The Contractor agrees to provide access to all books, documents, papers, and records directly pertinent to this Agreement to the City, the FTA Administrator, the Secretary of Transportation, the Comptroller General of the United States, or any of their authorized representatives for the purposes of audits, examinations, excerpts, and transcriptions. The Contractor further agrees to permit the above-named entities to reproduce or copy, by any means necessary, excerpts from such materials as reasonably required. The Contractor shall maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three (3) years after the date of termination or expiration of this Agreement. In the event of litigation, claims, or audits arising from the performance of this Agreement, the Contractor shall retain such records until all related litigation, appeals, claims, or exceptions have been resolved and final action taken by the City, the FTA, or any other relevant agency.
Reference: 49 C.F.R. § 18.39(i)(11).

Civil Rights and Equal Employment Opportunity

Nondiscrimination

In accordance with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it shall not discriminate against any employee or applicant for employment based on race, color, creed, national origin, sex, age, or disability. The Contractor further agrees to comply with all applicable federal

regulations and any future implementing requirements issued by the Federal Transit Administration (FTA).

Equal Employment Opportunity (EEO)

The Contractor agrees to comply with all equal employment opportunity requirements under Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e), 49 U.S.C. § 5332, and U.S. Department of Labor (DOL) regulations in 41 C.F.R. Parts 60 et seq., which implement Executive Order 11246, as amended by Executive Order 11375. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to race, color, creed, national origin, sex, or age. Such actions include, but are not limited to, employment, promotion, demotion, transfer, recruitment and advertising, layoff or termination, compensation, and selection for training and apprenticeship.

Age Discrimination

In accordance with the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 623), and 49 U.S.C. § 5332, the Contractor shall refrain from discrimination against current or prospective employees based on age and comply with any related FTA requirements.

Disability Discrimination

Pursuant to Section 102 of the Americans with Disabilities Act (42 U.S.C. § 12112), and implementing regulations at 29 C.F.R. Part 1630, the Contractor shall not discriminate against individuals with disabilities and agrees to fully comply with all applicable employment provisions.

Inclusion in Subcontracts

The Contractor shall include the terms of this Civil Rights clause in every subcontract financed in whole or in part with Federal assistance provided by FTA. Subcontract provisions shall be modified only to reflect the appropriate contracting parties.

Disputes

Any disputes arising under or related to the performance of this Agreement that cannot be resolved by mutual agreement of the parties shall be decided in writing by the City Manager or their authorized representative. Such decision shall be final and conclusive unless the Contractor submits a written appeal to the City Manager within ten (10) calendar days of receiving the decision. In connection with any appeal, the Contractor shall be given an opportunity to be heard and to present evidence in support of its position. The decision of the City Manager on appeal shall be final and binding upon the Contractor, and the Contractor agrees to comply with such decision. Unless otherwise directed by the City, the

Contractor shall continue performance under this Agreement while the dispute is being resolved.

Termination

Termination for Convenience

The City may terminate this Agreement, in whole or in part, at any time by providing written notice to the Contractor when such termination is determined to be in the City's best interest. Upon receipt of the notice of termination, the Contractor shall immediately stop all work as specified in the notice. The Contractor shall be paid for all costs incurred up to the date of termination, including any closeout costs, and a reasonable profit for work performed to that point. The Contractor shall promptly submit a termination claim to the City for review and payment. If the Contractor has any property in its possession that belongs to the City, the Contractor shall account for it and dispose of it in accordance with the City's instructions.

Termination for Default, Breach, or Cause

If the Contractor fails to perform in accordance with the terms of this Agreement or fails to comply with any of its provisions, the City may terminate this Agreement for default by issuing a written notice describing the manner in which the Contractor is in default. The Contractor shall only be paid for services performed in accordance with the Agreement up to the date of termination.

If the City determines, after issuance of the notice, that the Contractor's failure to perform was due to causes beyond its control (e.g., acts of God, natural disasters, strikes, or other unforeseeable events not due to the fault or negligence of the Contractor), the City may, at its discretion, reinstate the Agreement, allow the Contractor to resume performance under a new schedule, or treat the termination as a Termination for Convenience.

Opportunity to Cure

At the City's sole discretion, in the event of a breach or default, the City may provide the Contractor a limited period to cure the deficiency. The City's notice of termination shall specify the period allowed for cure and any related conditions. If the Contractor fails to remedy the breach or default to the City's satisfaction within ten (10) calendar days after receipt of the notice, the City may terminate the Agreement without further obligation. Termination for default shall not limit the City's right to pursue any other available legal or equitable remedies against the Contractor and its sureties.

Waiver of Remedies for Any Breach

The City's election to waive any breach of any term, covenant, or condition of this Agreement by the Contractor shall not constitute a waiver of any subsequent breach of the same or any other provision. The City's rights and remedies shall remain in full force and effect.

Ownership of Records and Documents/Confidential Information

The Contractor agrees to maintain all books, records, and other recorded information necessary to comply with all applicable laws, including but not limited to the Illinois Prevailing Wage Act. The Contractor shall treat such information as confidential and shall not disclose or disseminate it to any third party without the express written consent of the City.

The Contractor further agrees to keep confidential any information provided by or relating to the City that is of a confidential nature. This includes proprietary information, personal data, information required by law to remain confidential, and information related to the City's business, operations, or accounts. This obligation of confidentiality does not apply to information that was lawfully in the Contractor's possession before receiving it from the City, becomes publicly available through no fault of the Contractor, is disclosed with the City's prior written consent, or is required to be disclosed by law, governmental authority, or judicial order. In the case of required disclosures, the Contractor shall only disclose what is necessary and, if not prohibited by law, will notify the City in advance.

The Contractor acknowledges that the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.) may require the City to produce records in the possession of the Contractor. The Contractor shall fully cooperate with the City in responding to FOIA requests. Upon receiving notice from the City of a FOIA request, the Contractor shall promptly review its records and provide the responsive documents to the City within two business days. If additional time is needed, the Contractor may request an extension, which the City will consider based on the Act's provisions.

The Contractor shall comply with the Illinois Local Records Act (50 ILCS 205/1 et seq.) and the Freedom of Information Act, and shall retain and manage all records related to this Agreement in full compliance with those statutes, as if the Contractor were the City. All records shall be retained for the required statutory period and must be made available to the City or any authorized governmental agency upon request.

Simplified Acquisition Threshold

Agreements exceeding the simplified acquisition threshold — the inflation-adjusted amount established by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (the Councils) as authorized by 41 U.S.C. § 1908, or as otherwise set by law — must include provisions addressing administrative, contractual, or legal remedies for instances where Contractors violate or breach Agreement terms. Such provisions should also specify appropriate sanctions and penalties.

(Note: The simplified acquisition threshold governs the procurement procedures required under 2 C.F.R. §§ 200.317–200.327. However, it does not exempt procurements from other eligibility or process requirements that may apply. For example, Buy America requirements apply to any procurement exceeding \$150,000 pursuant to 49 U.S.C. § 5323(o)(13).)

Debarment and Suspension

A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R. Part 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), titled "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by federal agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Recipient agrees to include, and require each Third Party Participant to include, a similar provision in each lower-tier covered transaction, ensuring that each lower-tier Third Party Participant:

1. Complies with federal debarment and suspension requirements; and
2. Reviews the SAM database at <https://www.sam.gov>, as necessary to comply with U.S. Department of Transportation regulations, 2 C.F.R. Part 1200.

Flow Down Requirement

FTA Master Agreement (28) Section 39(b). Notification to FTA; If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

Additional Notice to U.S. DOT Inspector General

The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have FY2022 Contractors Manual - Procurement 9-57 submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also applies to Subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

Bonding

In accordance with 2 CFR § 200.326, for any construction or facility improvement agreements or subcontracts that exceed the Federal Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-federal entity, provided that the agency or entity determines the Federal interest is adequately protected.

Bid Guarantee

Each bidder must provide a bid guarantee equivalent to five percent (5%) of the total bid price. A bid guarantee must consist of a firm commitment, such as a bid bond, certified check, or other negotiable instrument, submitted with the bid. The guarantee ensures that the bidder, upon acceptance of the bid, will execute the necessary contractual documents within the time specified.

Performance Bond

The Contractor must provide a performance bond for one hundred percent (100%) of the contract price. A performance bond is executed in connection with the agreement to secure the fulfillment of all the Contractor's obligations under the agreement.

Payment Bond

The Contractor must also provide a payment bond for one hundred percent (100%) of the contract price. A payment bond ensures payment, as required by law, to all persons supplying labor and materials for the work specified in the agreement.

Byrd Anti-Lobbying

Contractors that apply for or bid on an award exceeding \$100,000 must file the required lobbying certification. Each tier of the agreement certifies to the tier above that it has not used and will not use federally appropriated funds to pay any person or organization to influence, or attempt to influence, an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or other award covered by 31 U.S.C. § 1352.

Each tier must also disclose any lobbying activities undertaken with non-federal funds related to securing any Federal award. All such disclosures must be forwarded through each tier up to the non-federal recipient of the award.

Disadvantaged Business Enterprises

This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.

Prompt Payment

The Vendor agrees to pay each subcontractor under this Contract for the satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Vendor receives from City. Any delay or postponement of payment in accordance with the thirty (30) daytime frame may occur only for good cause following written Approval of City. This clause Applies to both DBE and non-DBE subcontracts.

Conditions for Accessing Federal Assistance.

To seek or obtain federal assistance for the costs of implementing the Award, the Recipient agrees that: It must execute the Underlying Agreement and any Amendments thereto; It

must receive and file a properly signed document seeking payment for the expense, such as a voucher or other appropriate record, and a properly detailed description of the relationship of the expense to the Award; It must identify all sources of federal assistance from which the payment is derived; It must provide FTA with all financial and progress reports required to date; and 31 If the Recipient must provide a non-federal share, unless FTA has stated otherwise in writing that the Recipient may defer the non-federal share: The Recipient will not request or obtain more federal assistance than justified by the eligible non-federal share it has provided; The Recipient will not cause the proportion of federal assistance available for the Award at any time to exceed the percentage of federal assistance authorized and documented in the Underlying Agreement; and When combined with federal payments, the Recipient will be able to demonstrate that the non-federal share will be adequate to cover all eligible costs incurred in support of the Award.

Prohibition on Certain Telecommunications Equipment and video surveillance services or equipment

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract or extend or renew a contract to procure or obtain any equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as described in Public Law 115-232, Section 889.

Covered telecommunications equipment includes telecommunications equipment produced by Huawei Technologies Company, ZTE Corporation, or any subsidiary or affiliate of such entities. It also includes video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any subsidiary or affiliate of such entities when used for public safety, security of government facilities, physical security surveillance of critical infrastructure, or other national security purposes. Telecommunications or video surveillance services provided by these entities or using such equipment are also covered. Additionally, telecommunications or video surveillance equipment or services produced or provided by any entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be owned, controlled by, or otherwise connected to the government of a covered foreign country are included.

In implementing this prohibition under Public Law 115-232, Section 889(f)(1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as reasonably necessary to transition from covered communications equipment and

services, procure replacement equipment and services, and ensure continuous communication service to users and customers.

Clean Air and the Federal Water Pollution Control Act

33 U.S.C. §§ 1251 – 1388), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 – 1388). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Water

The contractor agrees to comply with all applicable standards, orders and regulations issued relating to the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. The contractor must report and require subcontractors to report any violations to the Federal Transit Administration and the Regional Office of the Environmental Protection Agency (EPA).

Energy Conservation

The Contractor agrees to comply with all mandatory standards and policies relating to energy efficiency contained in the applicable state energy conservation plan issued in accordance with the Energy Policy and Conservation Act (42 U.S.C. §§ 6321–6327).

Safe Operations of Motor Vehicles

Seat Belt Use

The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” dated April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

1. Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel who operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
2. Including a “Seat Belt Use” provision in each third-party agreement related to the Award.

Distracted Driving, Including Text Messaging While Driving

The Recipient agrees to comply with:

1. Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225);
2. U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and
3. The following U.S. DOT Special Provision pertaining to Distracted Driving:

Safety: The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers. This includes policies banning text messaging while using an electronic device supplied by an employer and while driving vehicles owned or rented by the driver, vehicles owned, leased, or rented by the Recipient, or privately owned vehicles when on official business related to the Award or performing any work for or on behalf of the Award.

Recipient Size: The Recipient agrees to conduct workplace safety initiatives proportionate to its size, such as establishing new rules and programs to prohibit text messaging while driving, reevaluating existing programs on this topic, and providing education, awareness, and outreach to employees about the safety risks of texting while driving.

Extension of Provision: The Recipient agrees to include this Special Provision from section 34(b)(3)(i)–(ii) of this Master Agreement in its third-party agreements. The Recipient will encourage Third Party Participants to comply with this provision and to include it in each third-party sub-agreement at every tier supported with federal assistance.

REQUEST FOR PROPOSALS



**CITY OF DECATUR
TRANSPORTATION DEPARTMENT
555 E WOOD
DECATUR, ILLINOIS 62523
(217) 542-3547**

REQUEST FOR PROPOSALS

FOR

PURCHASE AND IMPLEMENTATION OF MOBILE TICKETING

FARE COLLECTION SOFTWARE

PROJECT TR2024-03B

10/31/2024

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**MOBILE TICKETING FARE COLLECTION SOFTWARE
REQUEST FOR PROPOSALS**

CITY OF DECATUR TRANSPORTATION DEPARTMENT

City is seeking proposals for the purchase and implementation of Mobile Ticketing Fare Collection Software. **The successful Vendor will also provide the hardware as validators that can be app based, tech based or onboard validators, training, and support. This RFP contains a revised scope of work but incorporates all terms and conditions of the original RFP by reference.**

An original and four (4) copies of the proposal shall be received no later than 10:00 A.M, central standard time, on Tuesday, **10/31/2024** and should be addressed to: City Transportation Department, Jessica Taylor, Procurement & Transit Grant Manager, #1 Gary K Anderson Plaza, Decatur, IL 62523.

All proposals and Contracts are subject to all Applicable state and federal laws and to a financial assistance Contract between the City and the Illinois Department of Transportation and the U.S. Department of Transportation Federal Transit Administration.

Vendors will be required to comply with all Applicable Non-Discrimination, Non-Collusion, Lobbying, Debarment and Vendor Integrity laws and regulations.

City solicits and encourages disadvantaged business enterprise (DBE) participation. DBE's shall be afforded full consideration of their response and will not be subject to discrimination.

City reserves the right to postpone, to accept or reject all proposals, in whole or in part, or to waive any and all informalities, as it deems to be in its best interest. The Contract award is subject to the firm's agreement to City's terms and conditions.

To receive a copy of the proposal documents, or for more information please reach out to City Transportation Department, Jessica Taylor, Procurement & Transit Grant Manager 217-542-3547 or jtaylor@decaturil.gov

CITY OF DECATUR
MOBILE TICKETING FARE COLLECTION SOFTWARE
REQUEST FOR PROPOSAL
(Project #TR2024-04B)

GENERAL CONTRACT INFORMATION

The City of Decatur is seeking proposals for the purchase and implementation of a Mobile Ticketing Fare Collection Software System capable of storing, managing, and providing management reports on all information pertaining to the collection of bus fares, including monthly passes, daily passes, and single use tickets. **The successful Vendor will also provide validators, 5 year subscription fees that are itemized, training and support.**

All proposals and Contracts are subject to all Applicable state and federal laws and to a financial assistance Contract between the City, and the Illinois Department of Transportation, and the U.S. Department of Transportation Federal Transit Administration.

City reserves the right to postpone, to accept or reject any and all proposals, in whole or in part, or to waive any and all informalities, as it deems to be in its best interest. Contract award is subject to the Vendor's agreement with the City terms and conditions.

All Vendors are notified that City reserves the right to delete or modify any task from the Vendor's Scope of Services at any time during the course of the Contract.

Once your bid is completed it should be placed in an envelope and sealed. It is the bidder's responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: Vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The proposals shall be packaged in a sealed envelope or container and that container must be clearly labeled, **"Project TR2024-03B PROPOSAL FOR MOBILE TICKETING FARE COLLECTION SOFTWARE"**.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope. No electronic submission of the proposal will be accepted. Once submitted, proposals become the property of City and will not be returned, regardless of the disposition of this RFP. Proposals shall be considered valid for the period of time it takes to negotiate an agreement and execute a Contract with the successful firm. This period will not exceed two (2) months.

The Request for Proposals and all related forms contained herein are available electronically in the PDF format. Interested parties who desire an electronic copy of this document should contact Mrs. Jessica Taylor at jtaylor@decaturil.gov and it will be sent via e-mail to the requesting party. City does not warrant the integrity or format accuracy of any file or document sent in this manner.

GENERAL PROJECT INFORMATION

PROJECT GOALS

The goals of the proposed mobile ticketing software system are as follows:

Increased Passenger Convenience through a comprehensive Mobile Ticketing App.
Improved Provision of Real-Time Information to Passengers via Mobile Ticketing App.
Increased Flexibility and Customization of CITY Fare Products.
Significant Adoption of Mobile Ticketing App (Goal is 90% of Total Sales).

Overall, the City System is seeking proposals for the purchase of a user friendly comprehensive Mobile Ticketing Software System.

SCOPE OF WORK

Proposals submitted shall demonstrate the ability to provide complete and easy to use Mobile Ticketing Software. It is preferable that a cloud-based service that allows transit customers to purchase selected transit passes and tickets by means of a mobile phone or device be proposed. **Also provide the equipment necessary.**

Additionally, Vendors are welcome to suggest other options and features their products may offer.

Vendors shall demonstrate the willingness and ability to assist staff in successfully implementing, launching, promoting, and managing a Mobile Ticketing Application that meets the needs of City and its customers.

GENERAL SYSTEM REQUIREMENTS

The Vendor shall provide a Mobile Ticketing System (“System”) that consists of a Mobile Ticketing Application (“App”), a system administration website (“Admin Website”), and all backend systems, services, and communications to support the functionality described as part of the requirements.

The Vendor shall manage the certification, release, and maintenance of the App on each operating system’s respective Application store.

The System shall have the ability to handle high volume of customers downloading or using the App at any given time. This would include special events. Vendor must specify if there are any limitations on simultaneous App access.

The System and all user-facing components shall meet all current ADA guidelines for web and mobile accessibility, including built-in features on customer devices.

The System shall allow offline usage of the App when devices are not connected to a network, including offline activation for tickets on the device.

All payment processing and data storage for the System shall be Payment Card Industry Data Security Standard (“PCI DSS”) compliant.

Mobile Ticketing Software
October 2024

The Vendor shall monitor the system for security threats and notify the City immediately in the event of suspected breach of customer or City data.

The System shall support any new OS version within 5 weeks of release.

The System shall provide back-end metrics, performance monitoring and reporting tools.

The System shall be able to store tickets on the cloud and on device to ensure validation in offline mode.

The System shall allow account or payment information to be stored in customer account for future purchases.

BASIC APP FUNCTIONALITY

The App shall stay up-to-date to operate on the latest versions of Google's Android and Apple's iOS;

The App shall be backward compatible with at a minimum, the most current and previous two major released versions of the Android and iOS operating systems at any time.

The App shall provide a simple, fast, and user-friendly interface for creating customer accounts, entering payment information, purchasing, and activating a ticket.

The App shall allow users to purchase single and multiple ride tickets and other periodic passes, including base City fare, senior fare discount, and monthly City Pass.

The System shall be capable of supporting rolling passes (e.g. good for a specific number of days following activation);

The App shall allow users to purchase a ticket without creating an account.

The App shall support multiple payment options including credit cards, debit cards, pre-paid debit cards and mobile payment options like Apple Pay, Google Pay and PayPal.

The App shall allow users to purchase a single or multiple tickets in a single transaction.

Users shall be able to split payment of a single transaction between multiple payment options.

The App shall allow users to purchase a circuit breaker card when approved.

The App shall clearly indicate to the user the status of their tickets and fare products, whether purchased, activated, or expired.

VALIDATION

The App shall require users to activate tickets or fare products prior to usage. Ticket validity will be based on fare product duration and other City defined rules.

The App shall be designed to enable quick and easy visual inspection by the City's personnel to determine ticket validity.

The App shall enable users to indicate recently activated products easily and clearly in a proof-of- payment environment.

The App and fare products shall be designed with security features to enable security of accounts and avoid fare evasion.

The App shall provide features to help users identify expired tickets.

The App shall provide the capability to have multiple tickets simultaneously active (e.g., for a user traveling with family/friends) and enable fare inspectors to visually inspect each active ticket.

The System shall support onboard electronic validation (NFC, Bluetooth, QR Code) with mobile or fixed fare validation devices.

The Vendor's System roadmap shall include the implementation of contactless payment within 90 days of the start date.

FARE PRODUCTS

The City shall be able to add or remove fare products in "real time".

The City shall be able to manage/restrict access to fare products for certain users based on eligibility rules set by the City.

The City shall be able to configure discounted and special fares to selected users like Senior/Disabled/Medicare (SDM), students or youth products.

The System shall provide features to ensure accountability and protection against fare evasion by non- qualified customers.

The System shall support event specific promotional fares to be added to the ticket offering.

The System shall provide features to support discounts on fares offered by businesses.

The System shall provide capability to sell tickets bundled with third-party event passes; and

The App fare products shall be presented using City-specific branding.

TRIP PLANNING

The App shall provide the ability to plan a transit trip and purchase corresponding fare products.

The System shall be capable of importing the City's GTFS schedule data.

The System shall include a service to regularly import the City GTFS-real-time trip updates, vehicle positions, and service alerts data feeds. The service shall import the data at least every 15 seconds.

The App shall be able to provide real-time updates on arrival/departure times based on City's GTFS and GTFS-real-time feeds and the user's current location.

ADMINISTRATION

The Admin Website shall enable the City to manage the System, including user account management, fare product management, report management, and system monitoring.

The Vendor shall handle financial reconciliation and provide summary and detailed reports supporting sales and usage data.

The System shall provide ability for City to push notices, surveys, alerts, and advisories to users.

The Vendor shall provide an interface to both raw and summary transaction data for financial reconciliation.

The System data must reconcile to the settled amount within 99.99% accuracy.

The Admin Website shall provide web-based functionality and shall support financial reporting.

The Admin Website shall provide reports on transaction, usage, and settlement data. These reports shall be made available online for retrieval, review, printing and exporting in Excel, CSV, and PDF formats.

The Admin Website reports shall be accessible to City at all times.

The Admin Website shall provide for monitoring real-time ticket sales and activations.

The sales and usage reports shall include the following data:

1. Sales amount paid by the customer
2. Sales amount to be rendered to City
3. Fare product purchased, including variants
4. Unique ID for instance of each product
5. Date and time of purchase
6. Location of purchase, if possible
7. Unique ID transaction
8. Usage or activation reports including activation locations where possible

The System's database and data archives shall provide a scalable architecture to allow expansion to include multiple City in the region with separation of administration, reporting and access to customer data by City.

CUSTOMER SERVICE

The System shall allow authorized users to view customer usage history.

The System shall provide authorized users with access to customer transaction records for troubleshooting, problem identification and resolution, account information updates and fare product purchases, transfers, and cancellations.

The System shall allow authorized users to reload trips to provide ride reimbursement as a goodwill gesture to resolve a problem.

The System shall allow authorized users to reverse customer purchases and offer refunds.

The system shall allow customers to move tickets to a new device, with the system invalidating the corresponding tickets on old devices.

The App shall provide the ability to collect and report customer feedback – both compliments and complaints – in a user-friendly manner including specific details on journey experience, and customer feedback on the mobile ticketing Application.

The Vendor shall have the ability to provide technical support for issues that City staff are not authorized or able to handle.

If the Vendor is proposing to provide end-user support themselves, we request they:

List the number of staff members they employ for end-user support.

The System shall include hosting of a customer-facing website to enable:

- Account registration
- Transfer tickets to a new mobile device
- Payment credential registration
- Transfer inactivated tickets to new mobile devices
- Buy tickets and products
- Review payment usage history
- Provide customer feedback

List the names of any Vendors they use for end-user support, as well as the number of support staff they have Contracted to have.

Provide a statement on why their model will meet City’s needs, including explaining how they will handle the inevitable customer calls dealing with non-mobile ticketing questions (e.g., bus arrival times, service complaints, etc).

INSTITUTIONAL FUNCTIONAL MOBILITY

The System shall enable City designated Institutional Partners (e.g., high schools, colleges, social service organizations) to manage the provision of electronic fare products to select user accounts.

The Vendor shall describe the ability of the system’s Institutional Partner functionality, including:

- Institutional Partner self-service capability and user experience with fare product management, reporting, and invoicing.
- City self-service capabilities and user experience with for managing the Institutional Partners, including ongoing partner management, reporting, invoicing, and analytics.

MARKETING/ADVERTISING

The Vendor will actively support an extensive, multi-faceted marketing campaign designed to maximize customer awareness of the App and increase adoption rate. The campaign will include digital, print, event-based, media outreach, and other non-traditional marketing tactics.

VENDOR PLANNING ANDC IMPLEMENTATION

Support pre-launch planning and implementation of service by providing:

Training and training materials for instructors, operators, and customer service staff (Vendor should indicate level and duration of training sessions)

Up-to-date User Manuals

Implementation planning guides and/or system testing checklists

Pre-launch set up services

Training to use validators

TECHNICAL INFORMATION SUPPLIED BY VENDOR

Description of how performance data is stored (trip level desired)

Overview of system requirements needed to implement solution

Proposed network architecture overview (backup and disaster recovery strategies including datacenter redundancy and disaster recovery plans)

Proposed licenses required (if any) for all hardware/software proposed

Description of warranty plan

CapaCity of data system

Ownership of data – (City shall own all data generated)

Description/copy of Service Level Agreement

Proposed solution shall be scalable to meet City needs for no less than five (5) years

Pre-Payment 5 years of yearly subscription fees and yearly maintenance costs itemized out

Implement a Grading System

Services to include 38 vehicles including but not limited to heavy duty and light duty vehicles.

Option to amend services to expand Contract when additional vehicles are added

Option to transfer services from old to new bus or paratransit as the new vehicles arrive

GENERAL CONDITIONS

EXECUTION OF CONTRACT AGREEMENT: The Vendor, whose proposal is accepted, shall be required, within ten (10) days after receipt of the notice of award of the Contract, to deliver to City the Contract in the form provided, duly executed and its execution duly proved. A sample of the Contract to be executed by the successful Vendor is included with this request for proposal as Exhibit A.

COST: The cost proposal shall include all costs associated with the purchase and implementation of the software and the associated training and support to ensure a fully functional Mobile Ticketing Fare Collection Software Contract at the time of acceptance by City. The City is exempt from payment of the Federal Excise, Transportation Tax and Illinois Sales tax.

LATE PROPOSALS: No late proposals will be accepted or considered in the. City will not be responsible for late postal delivery service nor will postmark dates be considered in honoring proposals. Late proposals will be returned unopened and unread.

QUESTIONS AND REQUESTS: Any questions concerning the RFP may be Directed to:

Mrs. Jessica Taylor
City of Decatur Procurement & Transit Grant Manager
#1 Gary K Anderson Plaza, Decatur, IL 62523
O – (217)542-3547 (Direct) F – (217) 450-2124
E-mail: jtaylor@decaturil.gov

ADDENDA & CHANGES: Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification, or corrections. Changes may take place affecting the terms and conditions or the specifications of the bid. If this is the case, an addendum will be posted on the City Website and emailed if email addresses are provided.

ADDITIONAL CLAIMS: Successful Vendors shall make no claims and City shall not be liable for additional payment or any other concession because of the Vendor's misinterpretation or misunderstanding of the Contract, or failure to fully acquaint itself with any conditions relating thereto.

PROPOSALS COSTS AND CANCELLATION: City reserves the right to cancel the award of a Contract before execution if City deems such cancellation to be in its best interest. In no event will City have any liability for the cancellation of such an award. The Vendor assumes sole risk and responsibility for expenses prior to execution of a Contract.

BID SIGNATURE PAGE: The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified for this Contract, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

DBE: This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. City's overall goal for DBE participation is 7.8%. It is the policy of City to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this Contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. The award of this Contract will be conditioned upon satisfying the requirements of this specification/request for proposal. These requirements Apply to all bidders/Vendors, including those who qualify as a DBE.

The Vendor shall not discriminate on the basis of race, color, age, national origin, or sex in the performance of this Contract. The Vendor shall carry out Applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Vendor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems Appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the Vendor from future bidding as non-responsible. Each Contract the Vendor signs with a subcontractors must include the assurance in this paragraph (see 49 CFR 26.13(b)).

A separate Contract goal has not been established for this procurement. A bidder/Vendor is encouraged to solicit and Contract with DBE firms to perform portions of the work. A bidder/Vendor utilizing a DBE firm shall submit the following information to City:

(a) The names and addresses of DBE firm(s) that will participate in the Contract; (b) a description of the work that each DBE will perform; and (c) the dollar amount of the participation of each DBE firm participating. The Vendor will be required to report on the participation by the DBE firm(s) throughout the period of performance.

The bidder/Vendor is required to complete and submit the following certificates as a matter of responsibility:

Disadvantaged Business Enterprise Certification (*Certificate 4-1*)

Affidavit of Disadvantaged Business Enterprise (to be completed by the DBE firm committed to participating in the Contract (*Certificate 4-2*)).

PROMPT PAYMENT MECHANISMS

PROMPT PAYMENT: The Vendor agrees to pay each subcontractor under this Contract for the satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Vendor receives from City. Any delay or postponement of payment in accordance with the thirty (30) daytime frame may occur only for good cause following written Approval of City. This clause Applies to both DBE and non-DBE subcontracts.

RETAINAGE: The Vendor agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractors' work is satisfactorily completed. Any delay or postponement of payment in accordance with the thirty (30) daytime frame may occur only for good cause following written Approval of City. This clause Applies to both DBE and non-DBE subcontractor.

RECORDS, INVOICES AND PAYMENT: Payment will be made only after receipt of all items listed on the purchase order. Vendors shall submit invoices in duplicate for all billings and mail them to the City, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit, and total price as stated on the purchase order. All invoices must include the purchase order number.

Payments due to Vendor under the Contract will be made within thirty (30) days after the date the invoice from the

Vendor is received by City, provided that Vendor has submitted all of the information requested by City in order to review and approve the invoice.

The Vendor agrees to pay each subcontractor, if any, under this prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Vendor receives from City. City shall be notified of any delay or postponement of payment from the above referenced time frame and such notification shall set forth, with appropriate documentation, the full details of the reasons upon which the Vendor based its actions. Any delay or postponement of payment from the above referenced time frame may occur only for good cause. City shall not be obligated to make a payment to a Vendor who has failed to make payments promptly to its subcontractors, for which City has made payment, without good cause. This clause applies to both Disadvantaged Business Enterprise (DBE) and non-DBE subcontractors.

Vendor shall submit regular reports of the actual payments made to DBE firms, if any, for work committed to them at the time of Contract award in the form required by City

MONITORING AND ENFORCEMENT: City has established, to monitor and enforce that prompt payment and return of retainage is occurring, a monthly DBE statement to be completed by the Vendor. This statement is submitted to City for the purpose of recording prompt payment and successful completion of work duties assigned to DBEs. Furthermore, depending on the size and scope of the work performed, may be used for this Contract.

The Vendor shall notify City in writing of any delay or postponement of payment beyond thirty (30) days and such written notification shall set forth, with Appropriate documentation, the full details of the reasons upon which the Vendor is basing its actions. City shall not be obligated to make a progress payment or a final payment to a Vendor who has failed to make payments promptly to its subcontractors for work performed, and for which City has made payment, without good cause. The remedies City has available to enforce the DBE requirements contained in its Contracts include, but are not limited to, the following:

Breach of Contract action pursuant to the terms of the Contract.

The intent of proceeding will be to initiate corrective action on the part of the Vendor. If the corrective action is not implemented, the Vendor will be terminated in accordance with the terms of the Contract.

Inform the Illinois Department of Transportation of any false, fraudulent, or dishonest conduct with regard to the DBE Program.

Beyond the power City within the Contract terms, the Federal government has available the following mechanisms that Apply to firms participating in the DBE program:

Suspension or debarment proceedings pursuant to 49 CFR Part 26.

Enforcement action pursuant to 49 CFR Part .

CERTIFICATE OF INSURANCE: The Vendor, prior to the execution of the Contract, shall obtain and keep in force during the performance of any and all work under this Contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the state of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the Contract.

CERTIFICATE:

Upon request the Vendor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The Vendor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the Contract. The certificate of insurance shall

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include the City, its officers, and employees as an additional insured. In no event shall any failure of the City to receive certificates or to demand receipt be construed as a waiver of the Vendor's obligation to obtain and keep in force the required insurance.

It shall be an affirmative obligation upon the Vendor to advise the City's Purchasing Division at Fax No. (217)-424-2772, or mail to City Purchasing, #1 Gary K. Anderson Plaza, Decatur, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the Contract.

WORKERS COMPENSATION and EMPLOYERS LIABILITY:

Workers compensation insurance shall be provided according to the provisions of the Illinois Workers Compensation Act, as amended.

Employers Liability	
a. Each Accident	\$500,000
b. Disease – policy limit	\$500,000
c. Disease – each employee	\$500,000

COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products – Completed Operations	\$2,000,000
Each Occurrence Limit	\$1,000,000

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the Vendor, subcontractors (if any), broad form property damage, Contractual liability and the hazards of explosion, collapse and underground (if Appropriate). An Umbrella policy may be used to provide excess limits over underlying policy(ies) to meet the required limits of coverage.

COMMERCIAL AUTOMOBILE LIABILITY:

Bodily Injury & Property Damage, Combined Single Limit	\$1,000,000
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The policy shall cover owned, non-owned, and hired vehicles.

PROPRIETARY INFORMATION: Any information contained in the proposal that the Vendor considers proprietary must be clearly identified as such. City will respect requests for non-disclosure of proprietary information to the extent that information so restricted is not in conflict with the State & Federal Freedom of Information Acts.

PROTEST PROCEDURES: City has in place protest procedures that are in compliance with FTA Circular 4220.1F. The “Protest and Appeal Procedures” are described in Attachment A, “FTA and Third-Party Contract Provisions”.

NON-COLLUSION: The Vendor must completely fill out the non-collusion affidavit attached and have it properly notarized.

PROPOSAL CONTENTS AND REQUIREMENTS

One (1) original and four (4) copies of each proposal must be furnished. City is also requesting one (1) electronic copy on a USB to accompany the submission of the paper copies. The proposals shall be received no later than 10:00 A.M., central standard time, **October 31, 2024** and should be addressed to:

Mrs. Jessica Taylor
City of Decatur
Procurement & Transit Grant Manager
#1 Gary K Anderson Plaza
Decatur, IL 62523

COVER LETTER. Vendor shall provide a cover letter transmitting the proposal to City on company letterhead and signed by an official with binding Vendor to enter into Contracts for the Vendor. The letter shall contain the following: Name, title, address, telephone number, and email address of the company’s contact person for the proposal; a statement that the offeror understands and agrees with the scope of services and accepts all other requirements, terms, and conditions of the RFP; and identifies the materials and enclosures being forwarded in response to the RFP.

Vendor shall describe your company’s history, experience, purpose, mission, and values with supplying Mobile Ticketing Fare Collection Software and explain how they will support the relationship with City’s Mobile Ticketing project goals. A description of the company’s business and financial capacity to complete the project shall also be provided.

Vendor shall describe the company’s ability to provide the services, the professional staff available for development, training, and implementation of the software system and support services. The staff’s qualifications and experience shall be discussed.

Vendor shall describe general characteristics that differentiate your company from others in the industry. Include any special advantages your services and system provides. Describe how they support decision making, streamlining tasks and error reduction to support more productive fare collection.

Written description of the Mobile Ticketing Fare Collection Software the Vendor is offering to supply and install at City.

TECHNICAL APPROACH/WORK PLAN

Vendor shall describe the Approach and work plan for providing the requirements specified in the Scope of Work.

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The work plan shall be of sufficient detail to clearly demonstrate the Vendor's ability to accomplish the project objectives and overall schedule. The work plan should include (but not limited to) the following elements:

- An overall work plan timeline, from notice to proceed to full implementation.
- An identified period of time for training bus operators and other staff.
- Outline sequential activities that would be undertaken and specify project team member(s) performing them.
- Identify methods used to ensure quality control, budget, and schedule control for this project.
- Identify any special issues or problems that are likely to be encountered during the implementation and how you propose to address them.
- A complete Training Plan.

Vendor shall describe your installed customer base and provide a list of five (5) sites similar to City where software and services are currently utilized. The list shall include the name of the entity, the address of the entity and the contact person at the entity with contact information.

COST PROPOSAL. The Vendor shall include the proposed cost for supplying and implementing the Mobile Ticketing Fare Collection Software as described in the Section III, "Scope of Work". The Vendor shall present its cost proposal in sufficient detail for City to understand and assess the reasonableness of the proposed cost.

The technical support provided during the project and after acceptance shall be discussed, including the technical support policies and pricing. Vendors shall also describe its most recent three-year history in terms of system upgrades offered and pricing. Future system upgrade policies and pricing shall be described.

Vendor shall provide its Annual Maintenance and Support Costs for Year 1 upon installation through Year 6.

Vendor shall review Attachment A, "FTA and Commonwealth of Illinois Third Party Contract Provisions," and include the following certificates as signed by the Vendor in its proposal:

- Non-Collusion Affidavit - Certificate 1
- Lobbying Certificate – Certificate 2
- Bid Signature Page-Certificate 3
- Disadvantaged Business Enterprise Certification - Certificate 4-1
- Affidavit of Disadvantaged Business Enterprise - Certificate 4-2
- Certification of Lower-Tier Participants Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion – Certificate 5
- Vendor Integrity-Certificate 6
- Build America Buy America-Certificate 7

Attachment A will be referenced in the Agreement between the successful Vendor and City.

The projected procurement schedule is as follows:

- Release of RFP 09/26/2023
 - Receipt Questions 10/10/2023
 - Receipt of Proposals 10/17/2023
 - Review of Proposals **10/31/2024**
- Note: The schedule following the receipt of the proposals is subject to change.

EVALUATION AND SELECTION

Proposals are due to City on or before the time stated in this RFP. They are to be delivered to the address specified and must contain all copies as prescribed. Failure to submit any required certification could result in the proposal being deemed non-responsive and rejected.

Thorough, detailed, and concise answers to all sections of the RFP are required. City is concerned about the quality, not the quantity of the responses. Please read the RFP carefully and address each section completely.

Written proposals will be evaluated by a Technical Evaluation Committee (TEC) comprised of City staff on the basis of the evaluation criteria found in Section VIII.

Based on the scores and rankings of the evaluating committee, firms may be requested to participate in discussions with the committee and/or provide a demonstration of the Mobile Ticketing Software.

The discussions and/or demonstration will be held at City Transportation Department Administrative Office, 555 E. Wood St Decatur, IL 62523. The discussion and/or demonstrations will be evaluated on the basis of the criteria shown below in addition to the quality of the presentations and the responses to the questions from the interviewers. City reserves the right to make a Contract award without written or oral discussions with Vendors or a demonstration when City deems such action or actions to be in its best interests.

If suitable proposals are received, negotiations with the highest ranked firm will be pursued in order to lead to the award of the Contract. In the event City does not reach an agreement with the highest ranked firm, negotiations will be initiated with the second ranked firm and will continue with the next highest ranked firm, should that become necessary, until a Contract can be negotiated. City considers all elements of the firm's proposal to be negotiable.

City reserves the right to accept or reject any or all proposals in whole or in part, or to waive any and all informalities, as it deems Appropriate to serve the best interests of the City.

APPROVAL AND AWARD

Once negotiations have been completed, the award of a Contract to the responsive and responsible Vendor, whose proposal is deemed to be in the best interests of City, will be recommended to the City. Upon Approval of award, City will enter into a Contract. All Vendors will be notified in writing of the results.

EVALUATION CRITERIA

Each proposal will be evaluated based on the following criteria.

Qualifications of the Vendor (15 points)

Technical experience in supplying, deploying, and supporting the Mobile Ticketing Fare Collection Software; experience in working with City and/or similar City; financial and business viability of the firm; and an assessment of client references.

Assessment of the Mobile Ticketing Software (25 points)

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Ability of the Mobile Ticketing Software to meet the specifications and fulfill City's project goals; reliability of system and responsiveness of Vendor based on City experience and client references; and user friendliness of system from a customer, operating, maintenance and reporting perspective. Applicable cost savings related to driver scheduling and replacement of Trapeze System.

Technical Approach (25 points)

Vendors technical Approach to supplying and implementing the Mobile Ticketing Software will be assessed; understanding of City operational environment and needs and ability to meet needs; compliance with RFP specifications; consideration of the proposed project schedule; project management and staffing plan; training program; and maintenance, support and upgrades provided.

Cost Proposal (30 points)

Reasonableness of the proposed price for software, services and/or components, training, maintenance, fees, support, and upgrades; competitiveness of this amount with other proposals received; and adequacy of the data in support of figures quoted.

5 Year Subscription and Maintenance Plan (5 points) Provide subscription fees and yearly maintenance for five years that can be prepaid when Contract is signed.

SAMPLE CONTRACT

THIS CONTRACT, is made and entered into this _____ day of _____, 2021 by and between the City, Illinois an Illinois municipal corporation (hereinafter referred to as "City") and _____ (hereinafter termed "Vendor").

WHEREAS, City needs to acquire certain services hereinafter fully described and set forth in the REQUEST FOR PROPOSAL (RFP), and any Addendum, if released, attached hereto and incorporated herein as Exhibit A, in connection with an undertaking known as Purchase and Implementation of Mobile Ticketing Fare Collection Software (hereinafter called the "TR 2023-03 Project");

WHEREAS, Vendor, pursuant to City's Request for Proposal, has submitted an acceptable PROPOSAL dated _____, attached hereto, and incorporated herein as Exhibit B, to perform those services described in the Request for Proposals.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Vendor shall perform those services described in the REQUEST FOR PROPOSAL and PROPOSAL, which are attached hereto and made a part of this Contract by reference as Exhibit A and Exhibit B, respectively, hereinafter called the "Work."
2. City shall pay the Vendor, in consideration for performing the Work in conformity with the RFP, a price not to exceed _____ (\$ _____) as more fully described in Exhibit C.

3. **THE CONTRACT**

- 3.1 The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 3.2 Order of Precedence. Contract documents consist of: (i) this Contract; (ii) the City Request for Proposal and any Addendum if released (the "RFP") (see Exhibit A); (iii) All Documents submitted by Vendor in their Proposal dated _____ (the "Proposal") (see Exhibit B); (iv) Technical Specifications (see Exhibit A); and (v) Cost Document (see Exhibit C). The Order of Precedence of the Documents shall be (First) this Agreement; (Second) the RFP; (Third) the Proposal; (Fourth) the Technical Specifications; and (Fifth) the Cost Document. Written modifications and amendments signed by both parties will take precedence over documents listed above. Whenever any conflict Appears in any portions of the Agreement, it shall be resolved by Application of the Order of Precedence.

4. **CONTRACT TERM**

- 4.1 Vendor shall commence performance of the Contracted services upon the receipt of a notice to proceed and shall be completed within the Contract Term as agreed to by the parties. Time is of the essence in the performance of the services under the Contract.

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5. **INDEMNIFICATION**

- 5.1 Vendor agrees to defend, indemnify and hold harmless the City, their officers, agents, servants and employees from and against any and all claims, judgments and awards, including court costs and reasonable counsel fees, (hereinafter collectively referred to as “Damages”) arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or nature whatsoever, which may be brought against City and/or any or all of the aforementioned on account of any actual or alleged loss to property or injury to any person or persons (including death), including Vendor's and its subcontractors' officers, agents, servants or employees, to the extent such Damages result from the negligent or willful acts or omissions of the Vendor or its subcontractors and/or their officers, agents, servants or employees in the performance of its obligations hereunder either during the term of this Contract, or upon or after completion of the Project. Vendor shall not be liable to City for damages for loss of revenue, cost of money or capital, or loss of goodwill. City will provide prompt written notice within forty-five (45) days of obtaining knowledge of a claim subject to this indemnification and make available all information and assistance that the Vendor may reasonably request.

6. **INSURANCE**

The Vendor, prior to the execution of the Contract, shall obtain and keep in force during the performance of any and all work under this Contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the state of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the Contract. In all cases City shall be named as an additional insured with respect to the services to be performed under this Contract and the o shall contain a waiver of subrogation against City, its, officers, employees, or agents.

- 6.1.1 Worker's Compensation Insurance - A policy complying with the requirements of the statutes of the jurisdiction(s) in which work will be performed, covering all employees.
- 6.1.2 General Liability Insurance - Policies issued to and covering liability imposed upon the Vendor with respect to all work to be performed and all obligations assumed by the Vendor, under the terms of this Contract.
- 6.1.3 Automobile Liability Insurance - A policy issued to and covering the liability of the Vendor arising out of the use of all owned, non-owned, hired, rented, or leased vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are operated.
- 6.1.4 All insurances specified shall remain in force throughout this Contract or as otherwise specified. Failure to maintain such insurance in force as stipulated shall constitute a breach of this Contract.

7. **ASSIGNMENT OF RIGHTS: DELEGATION OF DUTIES**

- 7.1 Vendor shall not sell, assign, transfer, or dispose of any interests in this Contract without the prior written consent of City thereto. City shall not be obligated to give such consent.
- 7.2 Vendor shall not delegate any duty to be performed under this Contract other than to its employees without prior written consent of City thereto. City shall not unreasonably withhold its consent to such an assignment.
- 7.3 Any attempt by Vendor to assign or delegate its Contract rights, except as set out above, shall give City the right to terminate this Contract with no further obligation to Vendor or anyone to whom the Vendor has attempted to assign, transfer, or delegate rights or obligations under this Contract.

8. **RELEASE OF CLAIMS**

- 8.1 The Vendor's acceptance of final payment from City shall release in full all claims against City under this Contract, except those claims that the Vendor gave notice thereof in writing to City prior to such final payment.

9. **CHANGES**

- 9.1 Any change in this Contract shall be submitted to City for its prior Approval and, if Approved, City will make the change by a Contract modification to be executed by both parties. Oral Change Orders are not permitted. The Vendor shall be liable for all costs resulting from and/or satisfactorily correcting a Scope of Work change not proven ordered by written modification to the Contract.
- 9.2 City may at any time make changes within the general scope of this Contract. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the Contract price, and the Contract shall be modified in writing accordingly.
- 9.3 Within five (5) calendar days after receipt of the written change order to modify the Contract, the Vendor shall provide City a detailed cost proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Vendor and City. At that time, a modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with Section 13 (Disputes). Regardless of any disputes the Vendor shall proceed with the work ordered.
- 9.4 In the event any governmental entity adopts by statute, regulation, decree, dictate or any other mandatory matter that changes, decreases, increases, or creates a new financial obligation and such statute, regulation, decree or dictate becomes effective after the date for receipt of proposal, an Appropriate price change may be negotiated and resolved in the

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manner described above in this Section. Such price adjustments may be audited where required.

10. **TERMINATION FOR CONVENIENCE**

10.1 This Contract may be terminated by City in whole, or in part, whenever City at its sole and absolute discretion, determines that such termination is in the best interest of City. Any such termination shall be by a Notice of Termination and specify the extent to which performance of work is terminated, and the date which such termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by City, the Vendor shall: stop work on the date and to the extent specified in the Notice of Termination; take no further action except as may be necessary for completion of such portion of the work that is not terminated; and terminate all orders and/or subcontracts to the extent that they relate to the work terminated. The Vendor shall be paid its costs, including Contract close-out cost and profit on work performed up to the time of termination. The Vendor shall promptly submit its termination claim to City. If the Vendor has any property in its possession belonging to City, the Vendor will account for same and dispose of it in a manner City directs.

11. **TERMINATION FOR DEFAULT**

11.1 City may, by written notice of default to the Vendor, terminate the Contract in whole or in part. If within ten (10) days (or such longer period as City may authorize in writing) of receipt of a notice of default, the Vendor fails to cure such default, the Contract shall be deemed terminated subject to the other terms, conditions, and provisions of this Contract. If the Contract is terminated in whole or in part for default, City may procure, upon such terms and in such a manner that City may deem appropriate, services similar to those being terminated. The Vendor shall be liable to City for any excess costs for such service and shall continue the performance of this Contract to the extent not terminated under the provisions of this section.

11.2 If, after Notice of Termination, it is determined for any reason that the Vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 11.

11.3 The rights and remedies of City provided in this clause are not exclusive and are in addition to any other rights and remedies provided by law or this Contract.

12. **DISPUTES**

12.1 Disputes arising in the performance of this Contract which are not covered by agreement of the parties shall be decided in writing by the authorized representative of City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Vendor mails or otherwise furnishes a written Appeal to City's Director of

Transportation Services. In connection with any such appeal, the Vendor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of City's Director of Transportation Services shall be binding upon the Vendor and the Vendor shall abide by the decision.

13. **CITY REPRESENTATIVES**

13.1 The individual authorized by City to act for Representatives is Director of Transportation Services, and or designee.

14. **VENDOR REPRESENTATIVES**

14.1 The Individual(s) authorized by the Vendor to act on its behalf.

14.2 Name: _____

Title: _____

Address: _____

Phone: _____

15. **COMMUNICATIONS**

15.1 All communications and notices shall be in writing and shall be made by certified mail, return receipt requested or by a recognized delivery service within four (4) business days, to the officers(s) or employee(s) of City and of the Vendor designated below to receive such communications and notices. Telephone calls may be used to expedite communications and notices but shall not be official communications and notices unless confirmed in writing.

15.2 Communications and notices shall be considered received four (4) business days after being deposited in the mail, duly stamped, and addressed, one (1) business day after forwarding via overnight express mail by the sender.

15.3 Notices to City shall be addressed to:

Director of Transportation Services
City of Decatur
555 E. Wood St.
Decatur, IL 62523

15.4 Notices to Vendor shall be addressed to:

Name/Title: _____

Address: _____

Phone: _____

15.5 Either City or Vendor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

16. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

16.1 Vendor shall comply with all Applicable laws, ordinances, and regulations of federal, state, and local governments in effect during the term of this Contract. This Contract shall be construed in accordance with and governed by the laws of the State of Illinois.

17. **NOTICE OF FEDERAL AND STATE CONTRACT REQUIREMENTS**

17.1 Vendor shall at all times comply with all Applicable regulations, policies, procedures and directives including without limitation those directly referenced in the Contract between City and FTA as they may be amended or promulgated from time to time during the term of this Contract. Vendor's failure to so comply shall constitute a material breach of this Contract.

18. **ADDITIONAL CLAIMS**

18.1 Vendor shall make no claims and City shall not be liable for additional payment or any other concession because of the Vendor's misinterpretation or misunderstanding of the Contract, or of any failure to fully acquaint itself with any of the conditions relating thereto.

18.2 Vendor understands and agrees that any costs incurred prior to the effective date stated in City's Notice to Proceed, even though incurred in the performance of services to be rendered under the Contract, are not allowable costs and Vendor will not be reimbursed by City for any such costs.

19. **ADDITIONAL EXHIBITS**

19.1 Vendor shall abide by all certifications and requirements attached hereto and made part hereof for all work performed in connection with this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by the undersigned duly authorized officers, under seal, as of the day and the year first above written.

VENDOR:

ATTEST:

Print Name:

Signature

Typed Name

Typed Title

Company Name

City of Decatur

ATTEST:

Kim Althoff, City Clerk

Julie Moore Wolfe
Mayor

ATTACHMENT A

CITY OF DECATUR TRANSPORTATION DEPARTMENT RFP CITY TR2024-03B PROPOSAL ATTACHMENT 1.6

Equal Employment Opportunity

In the event of the Vendor's non-compliance 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 Vendor 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 the statute or regulation. During the performance of this Contract, the Vendor agrees as follows:

That it will not discriminate against any employee or Application 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.

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.

That, in all solicitations or advertisements for employee's place 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, nation origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

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 Vendor'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 Vendor in its efforts to comply with such Act and Rules and Regulations, the Vendor will promptly so notify the Department and the Contracting City and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the Department's Rule and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Contracting City, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will permit access to all relevant books, records, accounts, and work sites by personnel of the Contracting City and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's rules and Regulations.

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 Vendor. In the same manner as with other provisions of this Contract, the Vendor will be liable for compliance with Applicable provisions of this clause by such subcontractors; and further it will promptly notify the Contracting City and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Vendor 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.

TERMS AND CONDITIONS

CITY OF DECATUR TRANSPORTATION DEPARTMENT SPECIFIC CONTRACT REQUIREMENTS

SOLICITATION PROVISIONS/REQUIRED CONTRACT CLAUSES

Contract Subject to Federal Financial Assistance

The City of Decatur Transportation Department (hereinafter referred to as "City") is funded in part by grants from the Federal Transit Administration (FTA) of the United States Department of Transportation and the Illinois Department of Transportation. The award of any Contract is subject to the requirements of financial assistance Contracts between City and the U.S. Department of Transportation (USDOT) requiring compliance with purchasing procedures and standards as set forth in various federal statutes and regulations including OMB Circular A-102, 49 CFR Part 18, and FTA Circular 4220.1E. The Vendor is required to comply with all terms and conditions prescribed for third-party Contracts by the U.S. Department of Transportation, Federal Transit Administration (FTA) and the Illinois Department of Transportation. The following clauses will be incorporated by reference in any Contract resulting from this Solicitation that City issues:

Financial Assistance Acknowledgment

Contracts resulting from procurement solicitations are subject to financial assistance agreements between the Buyer, the Illinois Department of Transportation, and/or the United States Department of Transportation.

ELIGIBILITY. PROHIBITED INTERESTS. NON-COLLUSION. ETHICS

Interest of Members or Delegates to Congress

No member of, or delegate to, the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit arising there from (41 USC 22).

Prohibited Payments

The Vendor and its subcontractors, if any, agree that payments made by City under the Contract will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in the State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or City of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's salary, or \$106,447.20 (30 ILCS 500/50-13).

Request for Exemption

The Vendor and its subcontractors, if any, may request written Approval from the Illinois Department of Transportation for an exemption from Paragraph 2.2. The Vendor and its subcontractors, if any, acknowledge that the Illinois Department of Transportation is under no obligation to provide such exemption and that the Illinois Department of Transportation may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as the Illinois Department of Transportation may require.

Government II Inspection

The Contractor shall permit the authorized representatives of the Buyer(s), such as the Federal Transit Administration or the State of Illinois to inspect and audit all data and records of the Contractor relating to the Contractor's performance under any subsequent contract or agreement. This applies to all third- party contract records (at any tier), as required. The Contractor and its subcontractors shall maintain books, records, and documents and shall undertake such accounting procedures and practices as may be deemed necessary to assure proper accounting of all funds paid pursuant to any subsequent contract or agreement. All costs charged to items performed under any subsequent contract or agreement shall be supported by properly executed and clearly identified invoices, contracts, vouchers, or checks evidencing in detail the nature and propriety of the charges. These records shall be subject at all reasonable times of the normal business day to inspection, review, or audit by the Buyer, its authorized representative(s), the US Secretary of Transportation, Comptroller, the State Auditor, or other governmental officials authorized by law to monitor the contract or agreement and project site. The Contractor's fiscal management system shall include the capability to provide accurate, current, and complete disclosure of the financial status of any subsequent contract or agreement upon request.

Prohibited Interest of Local Office

No member, officer, or employee of City or local public body with financial interest or control in the Contract during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

Covenant against Gratuities

The Vendor shall not offer or provide gifts or any other gratuities of monetary value to any official, employee, or agent of City during the period of this Contract.

Non-Collusion; Affidavits

The Vendor guarantees that the submitted proposal is not a product of collusion with any other Vendor and that the Vendor has not communicated to anyone who is not the Vendor's employee, agent, or surety. Vendors are required to furnish an Affidavit of Non-Collusion Failure to submit the signed affidavit at the time of proposal opening shall be grounds for disqualifying the proposal.

Certification of Vendor Regarding Debarment, Suspension, Other Ineligibility and Voluntary Exclusion.

The following requirements are Applicable to any Contract or subcontract in excess of \$25,000:

Title 49 CFR Part 29 and Executive Order 12549 establish regulations pertaining to the USDOT, federal Vendors at any tier, and procedures Applicable to debarment, suspension, ineligibility, or exclusion of federal Vendors from participating in any USDOT or other federal Contracts.

Vendors are required to review the above regulations and to complete and submit a Certification Regarding Debarment and Suspension) or to furnish an explanation why they cannot provide this Certification.

By submitting this proposal, the Vendor agrees to not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, if it enters into this proposed covered transaction, unless City authorizes it in writing.

By submitting this proposal, the Vendor further agrees that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction", that City has provided and has included in these specifications as without modification in all lower-tier covered transactions over \$25,000 and in all solicitations for lower tier Contracts.

The following requirements are Applicable to any Contract or subcontract in excess of \$100,000:

Title 49 CFR Part 29 and Executive Order 12549 establish regulations pertaining to the USDOT, federal Vendors at any tier, and procedures Applicable to their debarment, suspension, ineligibility, or exclusion from participation in any USDOT or other federal Contracts.

Vendors are required to review the above regulations and to complete and submit a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion), or furnish an explanation as to why they cannot provide this Certification.

By submitting this proposal, the Vendor agrees to not knowingly enter into any upper tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, if it enters into this proposed covered transaction, unless City of authorizes it in writing.

The Vendor further agrees by submitting this proposal that it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Upper Tier Covered Transaction", that City has provided and included in these specifications as Attachment 1.3A, without modification, in all upper-tier covered transactions over \$100,000 and in all solicitations for upper tier Contracts.

Restrictions on Lobbying; Certification

The following requirements are Applicable to any Contract or subcontract in excess of \$100,000:

Section 1352 of Title , United States Code, provides in part that the recipient of a federal Contract, grant, loan, or cooperative agreement may not expend Appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, and the entering into of any cooperative agreement.

Each Vendor is required to review the above referenced Regulations and complete and submit a Certification of Compliance with Federal Lobbying Regulations (Proposal Attachment 1.3). Pursuant to federal regulations, the Vendor is also required to have all subcontractors (at any tier) providing more than \$100,000 towards the Contract complete this Certification and include it with the proposal.

False Statements or Claims/Civil and Criminal Fraud

The Vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part , Apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Vendor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be Applicable, the Vendor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Vendor to the extent the Federal Government deems Appropriate.

The Vendor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the Vendor of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Vendor, to the extent the Federal Government deems Appropriate.

The Vendor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

EEO, CIVIL RIGHTS, DISADVANTAGED BUSINESS ENTERPRISE

Federal Nondiscrimination

The City agrees to comply with, and assure the compliance by its third-party Vendors and subconsultants, if any, under this Project, with all requirements of Federal nondiscrimination laws, including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§2000d et seq.; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§12132 et seq.; Federal Transit Law at 49 U.S.C. §5332, and U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act,” 49 CFR Part 21; and FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” October 1, 2012.

Federal Equal Employment Opportunity

The following requirements Apply to the Project and the City agrees to include these requirements in each Contract and subcontract financed in whole or in part with Federal assistance provided by the FTA:

General Requirements—The City agree as follows:

Discrimination Prohibited—in accordance with 42 U.S.C §2000e, 49U.S.C. §5332, the City agrees to comply with any Applicable federal statutes, executive orders, regulations, and federal policies, including, but not limited to the U.S. Department of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Part 60 et seq., (which implement E.O. No. 11246, “Equal Employment Opportunity,” as amended by E.O. No. 11375 “Amending E.O. No. 11246 Relating to Equal Employment Opportunity”) that may in the future affect construction activities undertaken in the course of this Project. The City agrees to take affirmative action to ensure that Applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including Apprenticeship. In addition, the City agrees to comply with any implementing requirements FTA may issue.

EEO Program Incorporated by Reference—If the City is required to submit and obtain Approval of its EEO Program, the EEO Program Approved by the Government is incorporated by reference and made a part of this Agreement. Failure by the City to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the Approved EEO program, the Government may impose such remedies as it considers Appropriate, including termination of financial assistance, or other measures that may affect the City’s eligibility to obtain future financial assistance in transportation projects.

Age—In accordance with 49 U.S.C. §5332, the City agrees to refrain from discrimination against present and

prospective employees for reasons of age. The City further agrees to comply with the Applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§6101 et seq., with U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance,” 45 CFR Part 90, and with the “Age Discrimination in Employment Act,” (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, “Age Discrimination in Employment Act,” 29 CFR Part 1625.

Disabilities—In accordance with 42 U.S.C. Section 12112, the City agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the City agrees to comply with any implementing regulations FTA may issue.

Sex—In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§1681 et seq., and with implementing federal regulations that prohibit discrimination on the basis of sex that may be Applicable, the City agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.

Language Proficiency—In accordance with Executive Order 166, the City agrees to comply with the Applicable provisions of said Executive Order “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, “DOT Policy Guidance Concerning Recipient’s Responsibilities to Limited English Proficiency Persons,” 70 Fed. Reg. 74087, December 14, 2005.

Illinois Human Rights Act

The City shall comply with the “Equal Employment Opportunity Clause” required by the Illinois Department of Human Rights. It is understood that the term “Vendor” shall also mean “City”. The Equal Opportunity Clause reads as follows and shall Apply to the Project:

In the event of the City’s non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter “DOHR”), the City 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 Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked by statute or regulation. During the performance of this Agreement, the City agrees as follows:

That it will not discriminate against any employee or Applicant for employment because of race, color, religion, sex, national origin, 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 action to rectify any such underutilization.

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 DOHR’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.

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, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

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 organizations or

representatives of the City's obligations under the Illinois Human Rights Act and the DOHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the City in its efforts to comply with such Act and Rules and Regulations, City will promptly notify the DOHR and the Contracting City and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

That it will submit reports as required by the DOHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by the DOHR or the Contracting City, and in all respects, comply with the Illinois Human Rights Act and the DOHR's Rules and Regulations.

That it will permit access to all relevant books, records, accounts, and work sites by personnel of the Contracting City and the DOHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the DOHR's Rules and Regulations.

That it will include verbatim or by reference the provisions of this Civil Rights section in every Contract and subcontract it awards under which any portion of the Contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/Contract, the City will be liable for compliance with Applicable provisions of this clause by such Vendors and subcontractors; and further it will promptly notify the Contracting City and the DOHR in the event any Vendor or subcontractor fails or refuses to comply therewith. In addition, the City will not utilize any Vendor or 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.

In addition, City is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101, which prohibits discrimination against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with the availability of public accommodations.

Sexual Harassment—The City will have written harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the City's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Section 6 101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Grantor upon request.

Disadvantaged Business Enterprise ("DBE")—To the extent required by federal law, regulation, or directive, the City encourages all of its Vendor's to make a good-faith effort to Contract with DBEs. City agrees to facilitate participation of Disadvantaged Business Enterprises ("DBEs") as follows:

The City agrees to comply with Section 1101(b) of SAFETEA-LU, 23 U.S.C. §101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.

The City agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Contract or agreement awarded by City under this Agreement. The City shall carry out Applicable requirements of 49 CFR Part 26 in the award and administration of any Contract awarded by City under this Agreement. The City agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that

eligible DBEs have the maximum feasible opportunity to participate in U.S. DOT assisted Contracts. The City DBE Program, if required by 49 CFR Part 26 and as Approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its items shall be treated as a violation of this Agreement. Upon notification to the City of its failure to carry out its Approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in Appropriate cases, refer the matter for enforcement under 18 U.S.C. §1001, and/or the Program Fraud Civil Remedies Act, U.S.C. §§3801 et seq.

The City agrees to include the following clauses in all agreements between the City and third parties funded in whole or in part with Government assistance:

“The (Vendor or subcontractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (Contract or agreement). The (Vendor or subcontractor) shall carry out Applicable requirements of 49 CFR Part 26 in the award and administration of this (Contract or agreement). Failure by the (Vendor or subcontractor) to carry out these requirements is a material breach of the (Contract or agreements), that may result in the termination of this (Contract or agreement) or such other remedy as the (City) deems Appropriate, which may include, but is not limited to:

Withholding monthly progress payments.

Assessing sanctions.

Liquidated damages; and/or

Disqualifying the Vendor from future bidding as non-responsible. 49 C.F.R. §26.13(b).”

The prime Vendor agrees to pay each subcontractor under this prime Contract for satisfactory performance of its Contract no later than 30 days from the receipt of each payment the prime Vendor receives from (the City). The prime Vendor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written Approval of (the City).

Disabilities

Americans with Disabilities Act (ADA)—The City shall comply with all Applicable state and federal requirements under the ADA.

Access Requirements for Individuals with Disabilities—The City agrees to comply with 49 U.S.C. Section 5301(b)(6); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§12101 et seq.; §504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§4151 et seq.; and the following regulations and any amendments thereto:

U.S. DOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.

U.S. DOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 CFR Part 27.

U.S. DOT regulations, Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles.” 38 CFR Part 1192 and 49 CFR Part 38.

U.S. Department of Justice (DOJ) regulations, Nondiscrimination on the Basis of Disability in State and Local Services, 28 CFR Part 35.

U.S. DOJ regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and in commercial Facilities, 28 CFR Part 36.

U.S. General Services Administration regulations, Accommodations for the Physically Handicapped, 41 CFR Subpart 101-19.

U.S. Equal Employment Opportunity Commission (EEOC)

Regulations to Implement the Equal Employment Provisions of the ADA, 29 CFR Part 1630; U.S. Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities, 47 CFR Part 64, Subpart F; FTA regulations, Transportation for Elderly and Handicapped Persons, 49 CFR Part 609;

U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194.

Over-the-Road Accessibility Program (OTRB)—The City agrees to comply with the requirements of §3038 of TEA-21, as amended by §3007 of FAST ACT, 49 U.S.C. §50 note. The City also agrees to comply with U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, “Americans with Disabilities Accessibility Specifications for Transportation Vehicles, 35 CFR Part 1192 and 49 CFR Part 38.

Confidentiality—Drug or Alcohol Abuse

To the extent Applicable, the City agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§4541 et seq., and the Public Health Service Act of 1912, 42 U.S.C. §§201 et seq., and any amendments thereto.

Transportation Infrastructure Finance and Innovation Act

The City agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFIA), with regard to any TIFIA funds.

The City agree to include the requirements of this Civil Rights section in each Applicable Contract, subcontract, or agreement financed in whole or in part with federal assistance.

Vendor Registration with Illinois Department of Human Rights

City shall check whether the Consultant and its subconsultants are registered with the Illinois Department of Human Rights (IDHR), which ensures that the Consultant and its subconsultants are not debarred or suspended pursuant to the Illinois Human Rights Act (775 ILCS 5/8-109 (A)(2)). These registrations appear on the IDHR website.

If the Consultant and/or its subconsultants are non-compliant with the provisions of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights (“Department”), the Consultant 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 cancelled 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.

Title VI, Civil Rights Act of 1964, Compliance

During the performance of this Contract, the Vendor, for itself, its assignees and successors in interest, agrees as follows:

Incorporation of Provisions: Provided, however, that, if the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Vendor may request City to enter into such litigation to protect the interests of City and the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

LABOR PROVISIONS: NON-CONSTRUCTION CONTRACTS

Labor Provisions: Work Hours and Safety Standards Act, 40 U.S.C. Sections 327-33, 29 CFR 5.5.(b).

The following provisions Apply to all federally assisted non- construction Contracts over \$2,500 (29 CFR 5.5.(b)).

Overtime Requirements:

No Vendor or subcontractor Contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation no less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

Violation; Liability for Unpaid Wages; Liquidated Damages:

In the event of any violation of the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5, the Vendor and any subcontractor responsible thereof shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under Contract for the City or a territory, to such district or such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph.(b) (1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of 29 CFR Section 5.5.

Withholding for Unpaid Wages and Liquidated Damages: DOT, FTA, or City shall upon their own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any monies payable on account of work performed by the Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR Section 5.5.

Subcontractors: The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in above paragraphs under the heading of Labor Provisions and shall also require subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in the paragraphs of this section.

The requirements of the clauses contained in 29 CFR Part 5.5(b) or through (d) above are Applicable to any Contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Part 5.1. The Vendor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each employee, social security number, correct classifications, hourly rates of

wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Vendor or the subcontractor for inspection, copying, or transcription by authorized representatives of DOT, the Department of Labor, FTA, or City. The Vendor or subcontractor will permit such representatives to interview employees during working hours on the job.

ENVIRONMENTAL, RESOURCE, ENERGY PROTECTION, CONSERVATION, AND SAFETY REQUIREMENTS

Environmental Requirements

The Vendor recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may Apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA) as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53.

Accordingly, the Vendor agrees to adhere to, and agrees to impose on its third- party subcontractor(s), if any, any such federal and state requirements as the Government may now or in the future promulgate. The Vendor expressly understands that the following list may not set forth all federal environmental requirements Applicable to the Vendor and its subcontractors, if any, and the Project, however, the Vendor agrees, minimally as follows:

Environmental Protection

To the extent Applicable, the Vendor agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; Section 14 of the Federal Transit Act, as amended, 49 U.S.C. App. Section 1610; the Council on Environmental Quality Regulations, 40 CFR Parts 1500 et seq.; and the Joint FHWA/FTA regulations, “Environmental Impact and Related Procedures,” 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C.

§138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, “Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities,” dated September 2, 2005, and any subsequent Applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

Clean Air

The Vendor agrees to comply with all Applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

The Vendor agrees to comply with Applicable requirements of Section 176 of the Clean Air Act, 42 U.S.C. §7506(c), consistent with the joint FHWA/FTA document, “Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities,” dated September 2, 2005, and any subsequent Applicable federal directives that may be issued; with U.S. EPA regulations, “Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act,” 40 CFR Part 51, Subpart T; and “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Vendor agrees to implement each air quality mitigation or control measure incorporated in the Project. The Vendor further agrees that any Project identified in an Applicable State Implementation Plan

(SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.

Since City is an operator of a large public transportation busfleet, the Vendor agrees to comply with the following U.S. EPA regulations to the extent they Apply to the Project: “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86, and “Fuel Economy of Motor Vehicles,” 40 CFR Part 600. The Vendor also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, “Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans,” 42 U.S.C. § 7606 note. The Vendor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation, as required to assure notification to FTA and the Appropriate EPA Regional Office. The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Wild and Scenic Rivers

To the extent Applicable, the Vendor and its subcontractors, if any, shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent Applicable, to comply with U.S. Forest Service regulations, “Wild and Scenic Rivers,” 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, “Management Areas,” 43 CFR Part 8350.

Coastal Zone Management

To the extent Applicable, the Vendor and its subcontractors, if any, agree to assure Project consistency with the Approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 et seq.

Wetlands

To the extent Applicable, the Vendor and its subcontractors, if any, shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, “Protection of Wetlands,” 42 U.S.C. § 4321 note.

Floodplains

To the extent Applicable, the Vendor and its subcontractors, if any, shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, “Floodplain Management,” 42 U.S.C. § 4321 note.

Endangered Species and Fisheries Conservation

To the extent Applicable, the Vendor and its subcontractors, if any, shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1515 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.

Clean Water Requirements

The Vendor and its subcontractors, if any, agree to comply with all Applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Vendor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to FTA and the Appropriate EPA Regional Office.

The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Solid Waste Requirements

Solid Wastes. A Recipient that is a state or a political subdivision of a state and its Vendors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Energy Conservation

To the extent Applicable, the Vendor and its subcontractors, if any, shall comply with mandatory standards and policies relating to energy efficiency that are contained in Applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

Environmental Justice

To the extent Applicable, the Vendor and its subcontractors, if any, shall comply with the policies of Executive Order No. 12898 "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. §4321 note. Environmental Violations, 40 CFR PART 15. The following clause Applies to any Contract or subcontract in excess of \$100,000:

The Vendor agrees to comply with all Applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR 15) which prohibit the use under non-exempt federal Contracts or loans of facilities included in the EPA List of Violating Facilities. The Vendor shall report violations to the Federal Transit Administration and the USEPA Assistant Administrator for Enforcement (EN0329).

INTELLECTUAL PROPERTY

Patent Rights

In accordance with 37 CFR 401, if any invention, improvement or discovery of the Vendor or its subcontractors, if any, is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Vendor or its subcontractors, if any, agree to notify City, the Illinois Department of Transportation, and the Federal Transit Administration immediately and provide a detailed report. The rights and responsibilities of City, the Vendor, its subcontractors, if any, the Illinois Department of Transportation, and the Federal Government with respect to such invention, improvement, or discovery will be determined in accordance with Applicable Federal and State laws, regulations, policies, and any waiver thereof.

The Vendor and its subcontractors, if any, agree to include this intellectual property section in its Contracts for planning, research studies, development, or demonstration under this Project.

Rights in Data and Copyrights

The term “subject data” used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs, text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

The following restrictions Apply to all subject data first produced in the performance of the Contract:

Except for its own internal use, the Vendor and its subcontractors, if any, may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Vendor or subcontractors, if any, authorize others to do so, without the Government’s written consent, until such time as the Government may have either released or Approved the release of such data to the public; this restriction on publication, however, does not Apply to agreements with academic institutions.

As authorized by 49 CFR Part 18.34 and 49 CFR Part 13.96, the Government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal and State Government purposes:

Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third-party Contract, irrespective of whether or not a copyright has been obtained; and Any rights of copyright to which a City or a third- party Vendor purchases ownership with Federal or State assistance.

When the Government provides assistance to a City for a project involving planning, research, development, or a demonstration, it is generally the FTA and the Illinois Department of Transportation’s intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless the FTA or the Illinois Department of Transportation determine otherwise, the City of Government assistance to support planning, research, or development, or a demonstration project financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in subparagraph (b)(2) of this Patent Rights section, the Government may make available to City and/or any third- party Vendor, or third-party subcontractor, with the Government’s license in any copyright to the subject data derived under this Contract. In the event that such a Project, which is the subject of the Contract, is not completed for any reason whatsoever, all data developed under that Project shall become data defined in subparagraph (ii)(a) of this Patent Rights section and shall be delivered as the Government may direct. This subsection, however, does not Apply to adaptations of automatic data processing equipment or programs for City use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

Unless prohibited by state law, the Vendor and its subcontractors, if any, agree to indemnify, save, and hold harmless the Government, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Vendor or its subcontractors, if any, of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. However, the Vendor and its subcontractors, if any, shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

Nothing contained in this Patent Rights section pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to City, the Illinois Department of Transportation, and FTA under any patent.

The requirements of subparagraphs (b)(ii), (iii), and (iv) of this Patent Rights section do not Apply to material furnished to City, the Vendor, and/or subcontractor and incorporated in the work carried out under the Contract, provided that such incorporated material is identified by the Vendor and/or subcontractor at the time of delivery of such work.

Prohibition on Certain Telecommunications and video surveillance services or equipment

200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: FY2022 Vendors Manual – Procurement 9-56 (1) Procure or obtain; (2) Extend or renew a Contract to procure or obtain; or (3) Enter into a Contract (or extend or renew a Contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive City administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

CONTRACT ADMINISTRATION

Indemnity

The Vendor agrees to indemnify, defend, and hold City harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of City and the Vendor), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorney's fees that City incurred, whether these claims or lawsuits are based upon breach of warranty, strict liability in tort, any failure by the Vendor to comply with any laws pertaining to the Contract documents, the use of patent Appliances, products or processes or any breach by the Vendor of any of its other duties, representations, covenants, or other agreements in the Contract documents. The Vendor will defend all suits brought upon all such claims and lawsuits and shall pay all reasonable costs and expenses incidental thereto, but City shall have the right, at its option, to participate at its own expense in the

defense of any suit, without relieving the Vendor of any of its obligations hereunder.

Audit and Inspection of Records

The Vendor shall permit the authorized representatives of City, the U.S. Department of Transportation, and the Comptroller General of the United States, and to the extent Appropriate, the State of Illinois, or their authorized representatives, upon request to inspect all Project work, materials, payroll, and other data, and to audit the books, records, and accounts of the Vendor pertaining to the Project, as required by 49 U.S.C. §5325(g). The Vendor further agrees to provide, at as many tiers of the Project as required, sufficient access as needed for compliance with federal regulations or to assist proper project management as the Government determines. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Vendor agrees to maintain all books, records, accounts, and reports required under the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case the Vendor agrees to maintain same until the Purchaser, FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, Appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The Vendor further agrees to include in all subcontracts hereunder a provision to the effect that the subcontractor agrees that City, the U.S. Department of Transportation and the Comptroller General of the United States, the State of Illinois, or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine any books, documents, papers, and records of the subcontractor directly pertinent to this Contract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform Applicability to the general public.

The periods of access and examination described above, for records which relate to (1) Appeals under the dispute clause of this Contract, (2) litigation or the settlement of claims arising out of the performance of this Contract, or (3) costs and expenses of this Contract to which an exception has been taken by the U.S. Comptroller General or any of his duly authorized representatives, shall continue until such Appeals, litigation, claims or exceptions have been disposed of.

The Vendor shall permit and require its employees, subcontractors, and auditors to permit, the State of Illinois, and any authorized agent of the State of Illinois, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Vendor with regard to the Project. In connection with any inspection under this Agreement the Vendor agrees to cooperate fully by making available reports of all prior inspections (including safety) and by performing such analyses, tests, and furnishing of reports thereof as may be reasonably requested by the State of Illinois. The State of Illinois may, at its sole discretion and at its sole expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. The Vendor agrees to implement any audit findings contained in the State of Illinois' final audit or as a result of any fully authorized inspection or review.

Contract Changes

Any proposed change in this Contract shall be submitted to City for its prior Approval and City will make changes only by written Contract modification. City shall then seek concurrence from the Illinois Department of Transportation and Federal Government.

Timely Performance/Force Majeure

The timely receipt of City's requirements is essential. If the requirements are not received on time in accordance with the Contracted delivery schedule, City may cancel the unfilled portion of the Contract for cause, purchase substitute requirements elsewhere, and recover from the Vendor any increased costs thereby incurred together with all resulting incidental and consequential damages. City may also terminate for cause, purchase substitute requirements elsewhere and recover costs and damages for breach of Vendor's obligations.

The Vendor shall be entitled to a reasonable extension of time from City for the delays caused by damage to the Vendor's and/or City's property caused by fire, lightning, earthquakes, tornados and other extreme weather conditions, power failures, riots, acts of war and strikes and lockouts beyond the control of Vendor and its subcontractors. Any delay other than ones mentioned above shall constitute a breach of Vendor's Contractual obligation.

Termination for Convenience - Fixed Price Contract

The following clause is incorporated in any fixed-price materials or service Contract over \$25,000:

City, by written notice, may terminate this Contract, in whole or in part, when it is in City's interest. If this Contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Vendor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this Contract. If a fixed-price services Contract, City shall be liable only for payment under this Contract's payment provisions for services rendered before the effective termination date.

Termination for Convenience - Fixed Price Contract

City may terminate performance of work under this Contract in whole or, from time to time, in part if City determines that a termination is in City's best interest. City shall terminate by delivering to the Vendor a Notice of Termination specifying the extent of termination and the effective date.

After receipt of a Notice of Termination, and except as directed by City, the Vendor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the Notice.
- (2) Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to City, as directed by it, all right, title, and interest of the Vendor under the subcontracts terminated, in which case City shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With Approval or ratification to the extent required by City, settle all outstanding liabilities and termination settlement proposals arising from

the termination of subcontracts; the Approval or ratification shall be final for purposes of this clause.

- (6) As directed by City, transfer title and deliver to City (a) the fabricated or non-fabricated parts, work in progress, completed work, supplies, and other material produced or acquired for the work terminated, and (b) the completed or partially completed plans, drawing, information, and other property that, if the Contract had been completed, would be required to be furnished to City.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that City may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Vendor and in which City has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by City, any property of the types referred to in subparagraph (6) above; Provided, however, that the Vendor (a) is not required to extend credit to any purchaser and (b) may acquire the property under the conditions prescribed by, and at prices Approved by, City. The proceeds of any transfer or disposition will be Applied to reduce any payments to be made by City under this Contract, credited to the price, or cost of the work, or paid in any other manner directed by City.

Settlement of claims under this Termination for Convenience clause shall be in accordance with paragraphs (c) through (m) of the clause contained in the Federal Acquisition Regulation (FAR), Part 52, subpart 52.249-2, except that wherever the word "Government" or "Contracting Officer" Appears it shall be deleted, and the word "City" shall be substituted inlieu thereof.

Default - Fixed Price Material and Service Contracts

The following clause is incorporated in any fixed price materials or service Contract over \$25,000:

City may, subject to paragraphs below, by written notice of default to the Vendor, terminate this Contract in whole or in part if the Vendor fails to:

- Deliver the supplies or to perform the services within the time specified in this Contract or any extension.
- Make progress, so as to endanger performance of this Contract; or
- Perform any of the other provisions of this Contract.

City's right to terminate this Contract under and above may be exercised if the Vendor does not cure such failure within ten (10) days, or more if authorized in writing by City, after receipt of the notice from City specifying the failure.

If City terminates the Contract in whole or in part, it may acquire, under the terms and in the manner, City considers Appropriate, supplies or services similar to those terminated, and the

Vendor will be liable to City for any excess costs for those supplies or services. However, the Vendor shall continue the work not terminated.

Except for defaults of subcontractors at any tier, the Vendor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or Contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Vendor.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Vendor and subcontractor, and without the fault or negligence of either, the Vendor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Vendor to meet the required delivery schedule.

If this Contract is terminated for default, City may require the Vendor to transfer title and deliver to City, as directed by City, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" herein) that the Vendor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of City, the Vendor shall also protect and preserve property in its possession in which City has an interest.

City shall pay Contract price for the completed supplies delivered and accepted. The Vendor and City shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. City may withhold from these amounts any sum City determines to be necessary to protect City against loss because of outstanding liens or claims of former lien holders.

If, after termination, it is determined that the Vendor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City.

The rights and remedies under this clause are in addition to any other rights and remedies provided by law or under this Contract.

Termination - Cost Reimbursement Contracts

The following clause is incorporated in any cost reimbursement Contract:

City may terminate performance of work under this Contract in whole or, from time to time, in part, if:

City determines that a termination is in City interest; or

The Vendor defaults in performing the Contract and fails to cure the default within ten (10) days (unless extended by City) after receiving a notice specifying the default. Default includes failure to make progress in the work so as to endanger performance.

City shall terminate by delivering to the Vendor a Notice of Termination specifying whether the termination is for the Vendor's default or for Dity of Decatur' convenience, the extent of termination, and the effective date. If, after termination for default, it is determined that the Vendor was not in default or that the Vendor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence ofthe Vendor as set forth in the Force Majeure clause, the parties' rights and obligations will be the same as if the termination was for City'convenience.

After receipt of a Notice of Termination, and except as directed by City, the Vendor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause.

Stop work as specified in the Notice.

Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.

Terminate all subcontracts to the extent they relate to the work terminated.

Assign to CITY, as directed by it, all right, title, and interest of the Vendor under the subcontracts terminated, in which case CITY shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

With Approval or ratification to the extent required by CITY, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the Approval or ratification shall be final for purposes of this clause.

As directed by City, transfer title and deliver to City (a)the work in progress, completed work, supplies, and other material produced or acquired for the work terminated, and (b) the completed or partially completed plans, drawing, information, and other property that, if the Contract had been completed, would be required to be furnished to City.

Complete performance of the work not terminated.

Take any action that may be necessary, or that City may direct, for the protection and preservation of the property related to this Contract that is in the possession of the Vendor and in which City has or may acquire an interest.

Use its best efforts to sell, as directed or authorized by City, any property of the types referred to in subparagraph (6) above; Provided, however, that the Vendor (a) is not required to extend credit to any purchaser and (b) may acquire the property under the conditions prescribed by, and at prices Approved by, City. The proceeds of any transfer or disposition will be Applied to reduce any payments to be made by City under this Contract, credited to the price, or cost of the work, or paid in any other manner directed by City.

Settlement of claims under this Termination - Cost Reimbursement Contract clause shall be in accordance with paragraphs (c) through (m) of the clause contained in the Federal Acquisition Regulation (FAR), Part 52, subpart 52.249-6, except that wherever the word Government or Contracting Officer Appears it shall be deleted, and the word City shall be substituted in lieu thereof.

Disputes

During the procurement process, Vendors may address claims, protests, or disputes to the Federal Transit Administration (FTA) only when such claims are in accordance with Circular 4220.1E.

The City Protest Procedures, as contained within its purchasing manual, state the following:

Protests may be made by prospective Vendors whose direct economic interest would be affected by award of a Contract or by failure to award a Contract. The City Transportation Department (CITY) will consider all protests requested in a timely manner regarding the award of a Contract, whether submitted before or after an award. All protests are to be submitted in writing to: City System, 555 E. Wood Street, Decatur, Illinois, 62523-1325. Protest submissions should be concise, logically arranged, and clearly state the grounds for protest. A protest must include at least the following information:

Name, address, and telephone number of protestor.

Identification of Contract solicitation number.

A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and A statement as to what relief is requested.

Protests must be submitted to the City in accordance with these procedures and time requirements, must be complete, and contain all issues that the protestor believes relevant.

A protestor may file a protest with FTA. FTA's review of protests will generally be limited to allegations that (1) City does not have or fails to follow its protest procedures; (2) City failed to review a complaint or protest; or (3) the issue involves violations of Federal laws or regulations. When raising Federal matters with the FTA, protesters are advised to clearly articulate the Federal concern, the prejudice to the protestor that will result if FTA does not resolve the Federal matter immediately and provide any other relevant documents or materials. The FTA is not obligated to review any protest.

Notice to the FTA of proposal protests regarding procurements with substantial federal funds involved is advised. Protests submitted to the FTA should be submitted to the FTA Regional Office in Chicago, IL with a concurrent copy to the City. The protest filed with FTA shall:

Include the name and address of the protestor.

Identify the City project number and the number of the Contract solicitation.

Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow City protest procedures, or the alleged failure to have procedures and be fully supported to the extent possible.

Include a copy of the local protest filed with City and a copy of the City's decision, if any.

An Appeal to FTA must be received by the FTA regional office within five (5) working days of the date the protestor knew or should have known of the violation.

No Government Obligation to Third Parties

IDOT and the FTA shall not be subject to any obligations or liabilities by or to City's Vendors or its subcontractors or any person not a party to the Contract in connection with the performance of this project, without its express written consent, notwithstanding the concurrence in or Approval of the solicitation or the Approval of the solicitation or the award by IDOT or FTA to such Vendors or subcontractor(s). The Vendor agrees to include this clause in each subcontract financed in whole or in part with federal or state assistance. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to this provision.

Fly America

The Vendor and its subcontractors, if any, shall comply with 49 U.S.C. Section 40118, 4 CFR Part 52, and U.S. GAO Guidelines B 138942. 1981 U.S. Comptroller General LEXIS 2166, March , 1981, regarding costs of international air transportation by U.S. Flag air carriers.

National Intelligent Transportation Systems (ITS) Architecture and Standards

To the extent Applicable, the Vendor and its subcontractors shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, §5307(c), 23 U.S.C. §512 note, and the provisions of FTA Notice “FTA National ITS Architecture Policy on Transit Projects,” 66 Fed. Reg. 1455 et seq., January 8, 2001 and any subsequent further implementing directives.

Changes to Federal Requirements

The Consultant and its subconsultants shall at times comply with all Applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October 1995) between City and FTA, as they may be amended or promulgated from time to time during the term of the Contract. The Consultant and its subconsultants’ failure to so comply shall constitute a material breach of the Contract.

Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms and provisions required by DOT, whether or not expressly set forth in the preceding Contract provisions. All Contractual provisions required by DOT, as set forth in FTA Circular 4220.1D, dated April 15, 1996, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Vendor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

Insurance

The Vendor agrees that it will maintain or will cause to be maintained, for the duration of the Project, such self-insurance or policies of insurance as will protect the Vendor from any claims for damages to property or for bodily injury including death, which may arise from or in connection with the operations, actions, and/or inactions hereinunder by the Vendor, or by anyone directly or indirectly employed by or associated with the Vendor, and the Vendor shall furnish City with certificate(s) evidencing all such required insurance coverage, with City named as an additional insured and protected party, where Appropriate.

Subcontracts

The Vendor shall not execute any Contract or obligate itself in any other manner with any third-party with respect to the Project, without prior written Approval by an authorized representative of City and the Illinois Department of Transportation, except where expressly provided otherwise in the Illinois Department of Transportation’s guidelines, or where specifically Approved in writing by the Illinois Department of Transportation. Each Contract entered into by the Vendor must be Approved by City and the Illinois Department of Transportation before the Vendor executes such Contract, except as provided in the Illinois Department of Transportation’s guidelines. The Contract shall be subject to the terms and conditions of the Agreement between City and the Illinois Department of Transportation.

All requests for concurrence shall be submitted to City for Approval before submittal to the Illinois Department of Transportation.

Assignment

The Vendor and subcontractors, if any, acknowledge that it may not sell, assign, or transfer the Contract and/or subcontract, if any, in any manner, to include an assignment of the Vendor and/or subcontractor's rights to receive payment, hereunder, and that any actual or attempted sale, assignment, or transfer by the Vendor and/or subcontractor without the prior Approval of City and the Illinois Department of Transportation shall render the Contract and/or subcontracts, if any null, void, and of no further effect.

Ownership of Records

City shall retain ownership of all plans, specifications, reports, and related documents.

Accounting and Method of Payment

Eligible Costs, The Vendor and subcontractor's costs shall be reimbursable as eligible costs to the extent they meet all of the following requirements be made in conformance with the final Approved scope of work, final Approved budget, and other provisions of the Contract; be necessary in amount for the goods or services purchased; be reasonable in amount for the goods or services purchased; be actual net costs to the Consultant (or subconsultant, if any) (i.e. the price paid minus any refunds, rebates, or other items of value the Vendor (or subconsultant, if any) received that have the effect of reducing the cost actually incurred; be incurred (and be for the work performed) after the date of the Contract, unless specific authorization from City and the Illinois Department of Transportation to the contrary) is received; be in conformance with the standards for allowability of costs established by the State of Illinois; be satisfactorily documented; and be treated uniformly and consistently under accounting principles and procedures that City Approves or prescribes for its Vendors and subcontractors.

Payment Applications

All costs charged to the Project shall be supported by properly executed payrolls, time records, invoices, Contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to City and the Illinois Department of Transportation.

The Vendor must include timesheets for all labor costs and itemized receipts for all eligible direct costs. The timesheets shall show the distribution of hours during the work period. This includes work on this project and work on other projects during the work period. The work on this project shall be highlighted. The timesheets should have a written or electronic signature of the employee whose timesheet it is and that of his or her supervisor, if any.

If an additional individual is added to the project to work under the Vendor or subcontractor, a request must be submitted to City with the individual's resumé. The Vendor or subcontractor must receive Approval from City before incurring costs.

Bonding

Bonding 2 CFR 200.326: For construction or facility improvement Contracts or subcontracts exceeding the Federal Simplified Acquisition Threshold, the Federal awarding City or pass-through entity may accept the bonding policy and requirements of the nonfederal entity provided that the Federal awarding City or pass-through entity has made a determination that the Federal interest is adequately protected.

A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such Contractual documents as may be required within the time specified.

A performance bond on the part of the Vendor for 100 percent of the Contract price. A “performance bond” is one executed in connection with a Contract to secure fulfillment of all the Vendor's obligations under such Contract.

A payment bond on the part of the Vendor for 100 percent of the Contract price. A “payment bond” is one executed in connection with a Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

Simplified Acquisition Threshold

Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian City Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, Contractual, or legal remedies in instances where Vendors violate or breach Contract terms, and provide for such sanctions and penalties as Appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.7–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may Apply. For example, Buy America’s eligibility and process requirements Apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

Davis-Bacon Act

Davis-Bacon Act, as amended (40 U.S.C. §§ 41 – 48). When required by federal program legislation, all prime construction Contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 41 – 44, and 46 – 48) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendors must be required to pay wages not less than once a week. The nonfederal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a Contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding City. The Contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 45), as supplemented by Department of Labor regulations (29 CFR Part 3, “Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Vendor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of a public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding City.

Method of Payment

Payment to the Vendor shall be made monthly from Applications for payment that the Vendor submits to City. City shall issue payments in the form of a check.

FTA Master Agreement

FTA Master Agreement (28) Section 39(b). Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its sub agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government’s administration or enforcement of federal laws, regulations, and requirements. Additional Notice to U.S. DOT Inspector General. The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision Applies if a person has or may have FY2022 Vendors Manual – Procurement 9-57 submitted a false claim under the False Claims Act, U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the Recipient. It also Applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative City, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision Applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.

Cargo Preference

Use of United States-Flag Vessels The VENDOR agrees: 4.1.1 To use privately owned United States-Flag commercial vessels to ship at least 50 % of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; 4.1.2 To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in Section 4.1.1 above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the COUNCIL; (through the VENDOR in the case of a lower-tier participating Subcontractor’s bill of lading); and 4.1.3 To include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Build America Buy America

Source of Supply and Quality Requirements (BDE)

Effective: January 2, 2023, Add the following to Article 106.01 of the Standard Specifications:

"The final manufacturing process for construction materials and the immediately preceding manufacturing stage for construction materials shall occur within the United States. Construction materials shall include an article, material, or supply that is or consists primarily of the following:

- (a) Non-ferrous metals;
- (b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (c) Glass (including optic glass);
- (d) Lumber;
- (e) Drywall.

Items consisting of two or more of the listed construction materials that have been combined through a manufacturing process, and items including at least one of the listed materials combined with a material that is not listed through a manufacturing process shall be exempt."

Recycled Products

Recovered Materials - The Vendor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they Apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

CERTIFICATE 1

NON-COLLUSION AFFIDAVIT OF VENDOR

STATE OF _____)
) SS.
COUNTY OF _____)

_____, BEING FIRST DULY SWORN, says
that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
_____, the Bidder that has submitted the attached
bid;

2) He is fully informed respecting the preparation and contents of the attached bid and of all
pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or
agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in
connection with the Contract for which the attached bid has been submitted or to refrain from bidding in
connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or
collusion or communication or conference with any other bidder, firm or person to fix the price or prices
in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or
the bid price of any other bidder, or to secure through a collusion, conspiracy, connivance or unlawful
agreement any advantage against the City, Illinois, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

Title

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public
Title

My Commission expires _____.

CERTIFICATE 2

BID SIGNATURE PAGE

If a Corporation

Corporate Name _____

By Registered Agent: _____
Signature(pleasesigninink) Print Name

Business Address: _____
Street

City State Zip Area

Code Telephone Number

Name of Officers: _____
President Address

VicePresident Address

Secretary Address

Treasurer Address

Sole Proprietor

Firm Name _____ Signature

of Bidder: _____
Signature(pleasesigninink) Print Name

Business Address: _____ Street

City State Zip

Area Code Telephone Number

If a Partnership

Firm Name _____

By: _____
Signature(pleasesignin ink) Print Name

Business Address: _____ Street

City State Zip

Area Code Telephone Number

Name of all
Members of Firm _____ Name

Address

Name Address

CERTIFICATE 3

LOBBYING CERTIFICATION

Lobbying Certification

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING; The undersigned [Vendor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal Appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal Appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by , U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of U.S.C. A 3801, et seq., Apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

CERTIFICATE 4 - 1

DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION

- (1) Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 Apply to this agreement.
- (2) DBE Obligation. The supplier or Vendor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all Vendors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform Contracts. Vendors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.

Failure by the Vendor to carry out these requirements is a material breach of the Contract which may result in the termination of this Contract or such other remedy as City Transportation Department deems Appropriate.

_____DATE

_____SIGNATURE

_____TITLE

NOTE: This form is to be submitted with the bid proposal. Please attach the names and addresses of any and all DBE eligible prime Vendors or subcontractors who will perform work on this project, and the dollar value of each proposed DBE prime Contract or subcontract. Please use the attached form (Certificate 4-2) for the DBE eligible Vendor or subcontractor(s) to certify to its eligibility.

Additional information is provided in Paragraph #8.

CERTIFICATE 4 - 2
Affidavit of Disadvantaged Business Enterprise

I HEREBY DECLARE AND AFFIRM that I am the _____ and the duly authorized representative of (the firm of) _____ doing business at _____ (include address, City, state and zip code).

I HEREBY DECLARE AND AFFIRM that the above business is: (check as Appropriate)

- _____ A firm that is at least 51% owned by one or more individuals who are disadvantaged as defined in 49 CFR Part 26, Subpart D, or
- _____ A corporation in which at least 51% of the stock is owned by one or more disadvantaged individuals as defined in 49 CFR Part 26, Subpart D.

And that such firm or corporation has been organized/incorporated since __, 20__ and is controlled by one or more individuals defined as disadvantaged in 49 CFR Part 26, Subpart D.

FURTHERMORE, I HEREBY DECLARE AND AFFIRM that I will provide such additional information as requested by the City Transportation Department to document this fact as provided for in 49 CFR Part 26, Subparts D and E.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

AFFIANT: _____

DATE: _____

On this _____ day of _____, 20__, before me, _____, the undersigned officer, personally Appeared _____, known to me to be the person described in the foregoing Affidavit and acknowledged that he/she executed the same in the capaCity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public)

My Commission Expires _____ (SEAL)

STATE OF: _____

COUNTY/CITY OF: _____

City of Decatur Transportation Department FY2022-2025 DBE Goal Setting Methodology

Introduction:

City of Decatur Transportation Department (City) herein sets forth its overall Disadvantaged Business Enterprise (DBE) Goal along with the corresponding goal-setting methodology for the three-year Federal Fiscal (FFY) of 2022-2025 (October 1, 2022 through September 30, 2025), pursuant to Title 49 Code of Federal Regulations (CFR) Part 26 “*Participation by Disadvantaged Business Enterprises in U.S. Department of Transportation Financial Assistance Programs.*”

CITY operate an urbanized-area public transportation system combining main line fixed route bus service for the general population, and on-demand bus service for pre-qualifies, eligible riders. In 2021 (fiscal year 2022), CITY operated a total 954,807 vehicle revenue miles, with an average of 2,638 weekday trips. CITY received federal financial assistance for both operating expenditures and capital investments from the Federal Transportation Administration (FTA). In this context, capital refers to fixed assets such as buildings, vehicles, and inventory. As a condition of receiving this assistance, CITY must comply with FTA’s DBE requirements. In accordance with Title 49 CFR Part 26; Participation by DBE’s in U.S. Department of Transportation (DOT) programs, CITY is required to develop and submit a triennial Overall DBE Goal for its FTA-assisted projects.

Background:

During a fiscal year, CITY periodically has opportunities for Contracting as the City maintains assets entrusted to its care. CITY also has operating Contracting opportunities. As CITY has received or will receive federal financial assistance from FTA, as a condition of receiving assistance, CITY has executed assurance that it will comply with the requirements established in 49 CFR Part 26. To aid in awarding federal financial assistance, CITY has established a Disadvantaged Business Enterprise (DBE) program.

A DBE Program seeks to ensure nondiscrimination in the award and administration of DOT assisted Contracts in the Department’s highway, transit, and airport financial assistance programs and to create a level playing field on which DBEs can compete fairly for DOT-assisted Contracts.

CITY is classified in the seventh District of the Illinois Department of Transportation (IDOT). Most of CITY’s Contracting opportunities are based in District seven. CITY sets its market area to coincide with the IDOT District boundary classification to ensure data collected was from the same area each time. Given CITY receives federal assistance for both operating and capital, DTDS is constructing its Fiscal Year 2022-2024 Goal Setting methodology in two steps, one for operating Contracts and one for capital Contracts:

1. Operating Contracting Opportunities

Anticipated federal operating assistance for three years was derived using ten years of audited financial history and the Fiscal Year 2022 Budget. This formed the base to project operating expenses through fiscal year 2023. CITY uses the FTA’s “*Guidance for Transit Financial Plans*” and the City Financial Policies for operating and capital planning purposes. Operating Contract opportunities arise when a service is needed and the City does not have the technical capacity, or is statutorily required to outsource the service, such as auditing. Other operating Contract opportunities present in transit operations including but not limited to: operating fixed route and on-demand buses, operations employment, oversight, and training, maintenance and janitorial services, grounds services.

The anticipated Contracting opportunities for three years were estimated based on categories of expenditures that are typically Contracting opportunities. Federal participation was used to calculate the anticipated federally funded operating Contracting opportunities for FY22-25.

2. Capital Contracting Opportunities

The Decatur Urbanized Area Transportation Study (DUATS) Transportation Improvement Plan (TIP) FY23-26 was used to estimate the anticipated capital Contracting opportunities for FY23-25. Federal participation was used to calculate the anticipated federally funded capital Contracting opportunities for FY23-25. Those projects are identified in Table 1 and represents CITY’s FTA-assisted

Contracting program which lists all the capital and related projects considered in preparing this goal methodology.

The sum of the anticipated federally funded Operating Contracting opportunities and the anticipated federally funded Capital Contracting opportunities represents the total anticipated federally funded Contracting opportunities for Fiscal Years 2023-2026. The opportunities are detailed further in Table 2 with estimated federal participation. More specifically, CITY has identified the installation and implementation of a contact-less fare collection system (partly in response to the COVID-19 pandemic), a bus wash to replace the current system, replacement of (4) paratransit vehicles, security system upgrades, maintenance improvements to grounds and equipment, and associated facilities and vehicles.

Information from FY23-26 TIP

Table 1:

<u>Operating Projects with Contracting Opportunities</u>	<u>Estimated Project Costs FY23-25</u>	<u>DOT Funding</u>	<u>Weight</u>
Replacement	0	0	
Lot improvements			
shelters, bike racks	0	0	
Rehabilitation	0	0	
3 non rev vehicles	0		
4 fixed route buses	00	00	
consultants	0	0	
	,000	,000	

Table 2:

<u>Operating Projects with Contracting Opportunities</u>	<u>Estimated Project Costs FY23-25</u>	<u>DOT Funding</u>	<u>Weight</u>
Ins Contract	00	00	
Parts/Supplies	00	0	
& Develop.			
Fuel	00	0	
Supplies			
Equipment			
Buildings & Ground	0		
	,000	,000	

Step 1: 26.45(c) Determine the base figure for the relative availability of DBEs.

The method used to determine a base figure for the relative availability of Disadvantaged Business Enterprises (DBE) for step 1 is in accordance with 49 CFR part 26.45 (c)(1), assumes a 100% Race Neutral marketplace, and utilizes DBE Directories and Census Bureau Data. Our market area is the Illinois Department of Transportation's District 7 (seven), where the project location exists. This determination is based on a review of geographic areas represented in past bid submittals.

Operating Contracting Opportunities Step 1

1. We determine the number of ready, willing, and able DBEs in our market from the Illinois UCP DBE Directory for firms within the project NAICS codes. In Step 2, the column titled "Number of DBEs available to perform work" derives its census from the UCP DBE directory, using both keyword and specific code lookups.
2. We determined the number of all ready, willing, and able businesses available in our market that perform work in the same NAICS codes using the 2020 Census Bureau's County Business Pattern (CBP) database.

In Step 2, the column titled “Number of firms available, including DBE” derives its census from the UCP DBE directory, using both keyword and specific code lookups.

3. The weight of each activity was multiplied by the relative availability of DBE firms for that activity to find the weighted base. This is shown in Table 2. The weighted base numbers for each activity were summed to determine the base figure percentage.

OPERATING

Step 1- Determine the weight of each type of work by NAICS Code:

Enter all the FTA-assisted projects below. Project amounts should be assigned relevant NAICS Code(s).

	NAICS Code	Project	Amount of DOT funds on Project:	% of total DOT funds (weight)
1	<u>423850</u>	<u>Cleaning Supplies</u>	<u>\$1,000</u>	<u>0.0002</u>
2	<u>424120</u>	<u>Office Equipment</u>	<u>\$75,000</u>	<u>0.0516</u>
3	<u>447110</u>	<u>Vehicle Fuel</u>	<u>\$200,000</u>	<u>0.1376</u>
4	<u>4220</u>	<u>Vehicle Parts/Supplies</u>	<u>\$160,000</u>	<u>0.1123</u>
5	<u>561510</u>	<u>Training & Development</u>	<u>\$3,000</u>	<u>0.0020</u>
6	<u>485113</u>	<u>Transit Vendors</u>	<u>\$1,000,000</u>	<u>0.6878</u>
7	<u>238290</u>	<u>Repair Building & Grounds</u>	<u>\$15,000</u>	<u>0.0103</u>
8	<u>Total FTA-Assisted Contract Funds</u>		<u>\$1,454,000</u>	<u>1.00</u>

The first operating in completing Step 1 is to determine the weight of each operating project to the collective total of DOT assisted operating Contract opportunities. The % of DOT funds is the amount of DOT funds estimated divided by the total amount of DDOT funds anticipated being used.

The project-based weight of Federal Participation in operating Contracting opportunities was determined by dividing the anticipated 5307 Federal Operating Assistance by project over the total estimated funding of FTA assisted Contracting & Non-Contracting Operating opportunities (\$2,500,750).

The next operating in completing Step 1 is to determine the number of ready, willing, and able (RWA) DBE firms and their relative composition of the total RWA Vendors by NAICS code.

Finally, for Step 1, we take the project-based weights derived in operation one and multiply them by the relative availability derived in operation two, to arrive at a relative availability for operating Contract opportunities at (4.%) and an adjusted, weighted base figure revision to (4.00%) for operating Contracting opportunities.

Step 2- Determine the relative availability of DBE's by NAICS Code:

Use DBE Directory, census data, and/or a bidders list to enter the number of available DBE firms and the number of available firms.

	NAICS Code	Project	Number of DBEs available to perform this work	Number of all firms (including DBEs)	Relative Availability
1	<u>423850</u>	<u>Cleaning Supplies</u>	<u>22</u>	<u>85</u>	<u>0.2588</u>
2	<u>424120</u>	<u>Office Equipment</u>	<u>1</u>	<u>26</u>	<u>0.0385</u>
3	<u>447110</u>	<u>Vehicle Fuel</u>	<u>0</u>	<u>40</u>	<u>0.000</u>
4	<u>4220</u>	<u>Vehicle Parts/Supplies</u>	<u>25</u>	<u>71</u>	<u>0.3521</u>
5	<u>561510</u>	<u>Training & Development</u>	<u>11</u>	<u>25</u>	<u>0.4400</u>
6	<u>485113</u>	<u>Transit Vendors</u>	<u>0</u>	<u>33</u>	<u>0.0000</u>
7	<u>238290</u>	<u>Repair Building & Ground</u>	<u>5</u>	<u>90</u>	<u>0.0555</u>
	<u>Combined Totals</u>		<u>64</u>	<u>370</u>	<u>0.1730</u> <i>Overall availability of DBEs</i>

Step 3-(Weight) x (Availability)= Weighted Base Figure

	NAICS Code	Project	Weight	X	Availability	Weighted Base Figure
1	<u>423850</u>	<u>Cleaning Supplies</u>	<u>0.0002</u>	x	<u>0.2588</u>	<u>0.0001</u>
2	<u>424120</u>	<u>Office Equipment</u>	<u>0.0516</u>	x	<u>0.0385</u>	<u>0.0020</u>
3	<u>447110</u>	<u>Vehicle Fuel</u>	<u>0.1376</u>	x	<u>0.000</u>	<u>0.0000</u>
4	<u>4220</u>	<u>Vehicle Parts/Supplies</u>	<u>0.1123</u>	X	<u>0.3521</u>	<u>0.0395</u>
5	<u>561510</u>	<u>Training & Development</u>	<u>0.0020</u>	X	<u>0.4400</u>	<u>0.0009</u>
6	<u>485113</u>	<u>Transit Vendors</u>	<u>0.6878</u>	X	<u>0.0000</u>	<u>0.0000</u>
7	<u>238290</u>	<u>Repair Building & Grounds</u>	<u>0.0103</u>	X	<u>0.0555</u>	<u>0.0006</u>
					<u>Total</u>	<u>0.04</u>

					<u>Expressed as a % (*100)</u>	<u>4.%</u>
					<u>Rounded, Weighted Base Figure</u>	<u>4.00%</u>

Capital Contracting Opportunities Step 1

1. We determined the number of ready, willing, and able DBEs in our market from the Illinois UCP DBE Directory for firms within the project NAICS codes. In Step 2, the column titles “Number of DBEs available to person work” derives its census from the UCP DBE Directory, using both keyword and specific code lookups.
2. We determined the number of all ready, willing, and able businesses available in our market that perform work in the same NAICS codes using the 2018 Census Bureau’s County Business Pattern (CBP) database. In Step 2, the column titled “Number of firms available, including DBE” derives its census from the UCP DBE directory, using both keyword and specific code lookups.
3. The weight of each activity was multiplied by the relative availability of DBE firms for that activity to find the weighted base. This is shown in Table 2. The weighted base numbers for each activity were summed to determine the base figure percentage.

CAPITAL

Step 1- Determine the weight of each type of work by NAICS Code:

Enter all the FTA-assisted projects below. Project amounts should be assigned relevant NAICS Code(s).

	<u>NAICS Code</u>	<u>Project</u>	<u>Amount of DOT funds on Project:</u>	<u>% of total DOT funds (weight)</u>
1	<u>334514</u>	<u>Farebox Replacement</u>	<u>\$250,000</u>	<u>0.0971</u>
2	<u>324121</u>	<u>Parking lot improvements</u>	<u>\$30,000</u>	<u>0.0117</u>
3	<u>33299</u>	<u>New bus shelters, bike racks</u>	<u>\$100,000</u>	<u>0.0388</u>
4	<u>238290</u>	<u>Facility Rehabilitation</u>	<u>\$680,000</u>	<u>0.2641</u>
5	<u>441110</u>	<u>Purchase 3 non rev vehicles</u>	<u>\$65,000</u>	<u>0.0252</u>
6	<u>336510</u>	<u>Purchase 4 fixed route buses</u>	<u>\$1,200,000</u>	<u>0.4660</u>
7	<u>541690</u>	<u>Transit Consultants</u>	<u>\$250,000</u>	<u>0.0971</u>
	<u>Total FTA-Assisted Contract Funds</u>		<u>\$2,575,000</u>	<u>1.00</u>

The first operating in completing Step 1 is to determine the weight of each operating project to the collective total of DOT assisted operating Contract opportunities. The % of DOT funds is the amount of DOT funds estimated divided by the total amount of DDOT funds anticipated being used.

The project-based weight of Federal Participation in operating Contracting opportunities was determined by dividing the anticipated 5307 Federal Operating Assistance by project over the total estimated funding of FTA assisted Contracting & Non-Contracting Operating opportunities (\$2,575,000).

The next operation in completing Step 1 is to determine the number of ready, willing, and able (RWA) DBE firms and their relative composition of the total RWA Vendors by NAICS code.

Finally, for Step 1, we take the project-based weights derived in operation one and multiply them by the relative availability derived in operation two, to arrive at a relative availability for capital Contract opportunities at 4.93% and an adjusted, weighted base figure revision to 5.00% for capital Contracting opportunities.

Step 2- Determine the relative availability of DBE’s by NAICS Code:

Use DBE Directory, census data, and/or a bidders list to enter the number of available DBE firms and the number of available firms.

	<u>NAICS Code</u>	<u>Project</u>	<u>Number of DBEs available to perform this work</u>	<u>Number of all firms (including DBEs)</u>	<u>Relative Availability</u>

1	<u>334514</u>	Farebox Replacement	0	<u>75</u>	<u>0.0000</u>
2	<u>324121</u>	Parking lot improvements	18	<u>150</u>	<u>0.1200</u>
3	<u>33299</u>	New bus shelters, bike racks	0	<u>40</u>	<u>0.0000</u>
4	<u>238290</u>	Facility Rehabilitation	3	<u>172</u>	<u>0.0174</u>
5	<u>441110</u>	Purchase 3 non rev vehicles	0	<u>560</u>	<u>0.0000</u>
6	<u>336510</u>	Purchase 4 fixed route buses	0	<u>33</u>	<u>0.0000</u>
7	<u>541690</u>	<u>Transit Consultants</u>	33	<u>635</u>	<u>0.0519</u>
	<u>Combined Totals</u>		<u>54</u>	<u>1,665</u>	<u>0.0324</u> <i>Overall availability of DBEs</i>

Step 3-(Weight) x (Availability)= Weighted Base Figure

	<u>NAICS Code</u>	<u>Project</u>	<u>Weight</u>	<u>X</u>	<u>Availability</u>	<u>Weighted Base Figure</u>
1	<u>334514</u>	Farebox Replacement	<u>0.0971</u>	X	<u>0.0000</u>	<u>0.0000</u>
2	<u>324121</u>	Parking lot improvements	<u>0.0117</u>	X	<u>0.1200</u>	<u>0.0014</u>
3	<u>33299</u>	New bus shelters, bike racks	<u>0.0388</u>	X	<u>0.0000</u>	<u>0.0000</u>
4	<u>238290</u>	Facility Rehabilitation	<u>0.2641</u>	X	<u>0.0174</u>	<u>0.0046</u>
5	<u>441110</u>	Purchase 3 non rev vehicles	<u>0.0252</u>	X	<u>0.0000</u>	<u>0.0000</u>
6	<u>336510</u>	Purchase 4 fixed route buses	<u>0.4660</u>	X	<u>0.0000</u>	<u>0.0000</u>
7	<u>541690</u>	<u>Transit Consultants</u>	<u>0.0971</u>	X	<u>0.0519</u>	<u>0.0050</u>
					Total	<u>0.0110</u>
					<u>Expressed as a % (*100)</u>	<u>1.1%</u>
	<u>Combined Totals</u>				<u>Rounded, Weighted Base Figure</u>	<u>1.00%</u>

Step 2: 26.45(d) Adjustment

This step is intended to adjust the base figure percentage from Step 1 so that it reflects as accurately as possible the DBE participation CITY would expect in the absence of discrimination. A review of various types of available information about Contracting activity was undertaken to determine whether an up or down adjustment from the base figure(s) are needed. We examined evidence available in our jurisdiction to determine if an adjustment is necessary to the base figure in order to arrive at our overall goal.

The City Transportation & Facilities Department has encouraged and sought out DBE Vendors in all its procurements. It is our policy to ensure nondiscrimination in the award and administration of all Contracts, to create a level playing field on which DBEs can compete fairly and to help remove barriers to the participation of DBEs in our Contracts.

The majority of CITY's capital projects in the past have been funded by the Illinois Department of Transportation (IDOT). IDOT requires a goal of 10% for state-funded projects. In recent projects, our Vendors have made a large effort to utilize DBEs in order to reach this goal.

Resources Review for base Figure Adjustment:

1. Staff reviewed BBC Research & Company's 2017 Disparity Study, published by the Illinois Department of Transportation. Among its findings were that availability of minority and women-owned business considered together is lower (19.1%) than for no-goal Contracts (29.4%). In other words, DBE find more work in Contracts without a DBE goal, than in Contracts with a DBE goal. This holds true for sub-Vendors as well. BBC found the availability of minority and women-owned businesses considered together is lower for IDOT Prime Contracts (15.2%) than for IDOT sub-Contracts (34.4%). Suggesting the DBE goal itself is an impediment to DBE participation, likely related to the administrative burden of certifying as a DBE in Illinois.

Finally, BBC created a "disparity index" detailing participation by individual type of DBE (women-owned, non-Hispanic-women owned, Asian Pacific owned, etc.) An index of 100 indicates parity between availability and participation. For all minority and women-owned businesses, the disparity analysis showed their index at 78. A disparity index of 78 indicates that minority and women-owned businesses considered together received Approximately \$0.78 for every dollar that they might be expected to receive based on their availability for transportation-related Contracts. This suggests a

barrier is present for RWA DBE firms to fully participate in projects with goal aspirations. Other than noting the effect of goal-setting on Contract award, staff found no reason to adjust the base weighted figure based on these observations as it is difficult to quantify the percentage of DBE RWA outside the 22% shortfall in parity to participation.

- Staff reviewed the University of Illinois System Institute of Government and Public Affairs study series on the COVID-19 impact on Illinois and Illinois business sectors. Specifically, “The COVID-19 pandemic and small business in Illinois: A preliminary comparison of neighboring states”. Additionally, the Illinois Policy Institute published a report titled “Small Business Impacts” in which the IPI details calendar year 2020 losses, specifically driven by the pandemic, amounted to a loss of 35% of all small business in Illinois. Using data from the U.S. Census Bureau’s Small Business Pulse Survey and Opportunity Insights Economic Tracker (tracker Data). Evidence presented therein demonstrated that the COVID-19 pandemic has had major negative impacts on small businesses in Illinois, which is supported by the IPI study demonstrating that roughly 35% of all small businesses in Illinois closed as a result of the pandemic.

These data are important as taking 2020 census data at face value does not allow for the very real consequences felt by the 2020 COVID-19 pandemic and its aftershocks of unprecedented inflation. This is important as data used to determine RWA firms, both DBE and non-DBE has likely since changed as a result of the ongoing closures.

CONSOLIDATION OF CONTRACTING OPPORTUNITIES

Based on the research and historical activity, a downward adjustment is felt Appropriate. Adjusting the overall availability by both increasing the amount of potential DOT assistance to serve as the denominator aides in decreasing the singular sensitivity of a single project to the overall collection of projects. The consolidated Step One (1) charts follow:

Step 1- Determine the weight of each type of work by NAICS Code:

Enter all the FTA-assisted projects below. Project amounts should be assigned relevant NAICS Code(s).

	<u>NAICS Code</u>	<u>Project</u>	<u>Amount of DOT funds on Project:</u>	<u>% of total DOT funds (weight)</u>
1	<u>423850</u>	<u>Cleaning Supplies</u>	<u>\$1,000</u>	<u>0.0000</u>
2	<u>424120</u>	<u>Office Equipment</u>	<u>\$75,000</u>	<u>0.0186</u>
3	<u>447110</u>	<u>Vehicle Fuel</u>	<u>\$200,000</u>	<u>0.0496</u>
4	<u>4220</u>	<u>Vehicle Parts/Supplies</u>	<u>\$160,000</u>	<u>0.0039</u>
5	<u>561510</u>	<u>Training & Development</u>	<u>\$3,000</u>	<u>0.0000</u>
6	<u>485113</u>	<u>Transit Vendors</u>	<u>\$1,000,000</u>	<u>0.2482</u>
7	<u>238290</u>	<u>Repair Building & Grounds</u>	<u>\$15,000</u>	<u>0.0037</u>
8	<u>334514</u>	<u>Farebox Replacement</u>	<u>\$250,000</u>	<u>0.0621</u>
9	<u>324121</u>	<u>Parking lot improvements</u>	<u>\$30,000</u>	<u>0.0074</u>
10	<u>33299</u>	<u>New bus shelters, bike racks</u>	<u>\$100,000</u>	<u>0.0248</u>
11	<u>238290</u>	<u>Facility Rehabilitation</u>	<u>\$680,000</u>	<u>0.1688</u>
12	<u>441110</u>	<u>Purchase 3 non rev vehicles</u>	<u>\$65,000</u>	<u>0.0161</u>
13	<u>336510</u>	<u>Purchase 4 fixed route buses</u>	<u>\$1,200,000</u>	<u>0.2978</u>
14	<u>541690</u>	<u>Transit Consultants</u>	<u>\$250,000</u>	<u>0.0621</u>
	<u>Total FTA-Assisted Contract Funds</u>		<u>\$4,029,000</u>	<u>1.00</u>

Step 2- Determine the relative availability of DBE’s by NAICS Code:

Use DBE Directory, census data, and/or a bidders list to enter the number of available DBE firms and the number of available firms.

	<u>NAICS Code</u>	<u>Project</u>	<u>Number of DBEs available to perform this work</u>	<u>Number of all firms (including DBEs)</u>	<u>Relative Availability</u>
1	<u>423850</u>	<u>Cleaning Supplies</u>	<u>22</u>	<u>85</u>	<u>0.2588</u>
2	<u>424120</u>	<u>Office Equipment</u>	<u>1</u>	<u>26</u>	<u>0.0385</u>

3	<u>447110</u>	<u>Vehicle Fuel</u>	0	<u>40</u>	<u>0.000</u>
4	<u>4220</u>	<u>Vehicle Parts/Supplies</u>	<u>25</u>	<u>71</u>	<u>0.3521</u>
5	<u>561510</u>	<u>Training & Development</u>	<u>11</u>	<u>25</u>	<u>0.4400</u>
6	<u>485113</u>	<u>Transit Vendors</u>	0	<u>33</u>	<u>0.0000</u>
7	<u>238290</u>	<u>Repair Building & Grounds</u>	5	<u>90</u>	<u>0.0555</u>
8	<u>334514</u>	<u>Farebox Replacement</u>	0	<u>75</u>	<u>0.0000</u>
9	<u>324121</u>	<u>Parking lot improvements</u>	<u>18</u>	<u>150</u>	<u>0.1200</u>
10	<u>33299</u>	<u>New bus shelters, bike racks</u>	0	<u>40</u>	<u>0.0000</u>
11	<u>238290</u>	<u>Facility Rehabilitation</u>	3	<u>172</u>	<u>0.0174</u>
12	<u>441110</u>	<u>Purchase 3 non rev vehicles</u>	0	<u>560</u>	<u>0.0000</u>
13	<u>336510</u>	<u>Purchase 4 fixed route buses</u>	0	<u>33</u>	<u>0.0000</u>
14	<u>541690</u>	<u>Transit Consultants</u>	<u>33</u>	<u>635</u>	<u>0.0519</u>
	<u>Combined Totals</u>		<u>118</u>	<u>2.035</u>	<u>0.0579 Overall availability of DBEs</u>

Step 3-(Weight) x (Availability)= Weighted Base Figure

	<u>NAICS Code</u>	<u>Project</u>	<u>Weight</u>	<u>X</u>	<u>Availability</u>	<u>Weighted Base Figure</u>
1	<u>423850</u>	<u>Cleaning Supplies</u>	<u>0.0002</u>	x	<u>0.2588</u>	<u>0.00005</u>
2	<u>424120</u>	<u>Office Equipment</u>	<u>0.0516</u>	x	<u>0.0385</u>	<u>0.00199</u>
3	<u>447110</u>	<u>Vehicle Fuel</u>	<u>0.1376</u>	x	<u>0.000</u>	<u>0.0000</u>
4	<u>4220</u>	<u>Vehicle Parts/Supplies</u>	<u>0.1123</u>	X	<u>0.3521</u>	<u>0.03954</u>
5	<u>561510</u>	<u>Training & Development</u>	<u>0.0020</u>	X	<u>0.4400</u>	<u>0.00088</u>
6	<u>485113</u>	<u>Transit Vendors</u>	<u>0.6878</u>	X	<u>0.0000</u>	<u>0.0000</u>
7	<u>238290</u>	<u>Repair Building & Grounds</u>	<u>0.0103</u>	X	<u>0.0555</u>	<u>0.00057</u>
8	<u>334514</u>	<u>Farebox Replacement</u>	<u>0.0621</u>	X	<u>0.0000</u>	<u>0.0000</u>
9	<u>324121</u>	<u>Parking lot improvements</u>	<u>0.0074</u>	X	<u>0.1200</u>	<u>0.00088</u>
10	<u>33299</u>	<u>New bus shelters, bike racks</u>	<u>0.0248</u>	X	<u>0.0000</u>	<u>0.0000</u>
11	<u>238290</u>	<u>Facility Rehabilitation</u>	<u>0.1688</u>	X	<u>0.0174</u>	<u>0.00293</u>
12	<u>441110</u>	<u>Purchase 3 non rev vehicles</u>	<u>0.0161</u>	X	<u>0.0000</u>	<u>0.0000</u>
13	<u>336510</u>	<u>Purchase 4 fixed route buses</u>	<u>0.2978</u>	X	<u>0.0000</u>	<u>0.0000</u>
14	<u>541690</u>	<u>Transit Consultants</u>	<u>0.0621</u>	X	<u>0.0519</u>	<u>0.00322</u>
					<u>Total</u>	<u>0.05006</u>
					<u>Expressed as a % (*100)</u>	<u>5.01%</u>
					<u>Rounded, Weighted Base Figure</u>	<u>5.00%</u>

PROPOSED OVERALL DBE GOAL

The median of operating Contracting opportunities and capital Contracting opportunities is 2.71%. When all projects are combined to decrease the relative sensitivity of an individual project to its groups total, the result is a rounded, weighted base figure of 3%, or approximately \$120,870 in DBE awards for qualified Contracts.

Utilization of Race/Gender Neutral Method

Given the uncertainty of DBE RWA as a result of the pandemic, a pending transportation bill that could inject new life into transportation Vendors, and increased efforts to target DBE participation through means such as unbundling various capital projects as they could serve as excellent candidates to break down into smaller tasks. CITY commits to working with consulting engineers to identify these opportunities within the projects contained in the TIP.

Utilization of race neutral measures is the preferred method of achieving DBE participation. Contract specific goals may be established in those instances when it is anticipated that exclusive use of race neutral measures may be insufficient to meet the goal. We estimate that, in meeting our overall goal of 13%, we will obtain 100% from race neutral participation and 0% through race-conscious measures. The district actively seeks to solicit procurement participation from DBE firms and affirmatively ensures the same in its public notices. Race neutral methods include, but are not necessarily limited to, the following: DBE participation through a prime Contract obtained through competitive procurement procedures DBE participation through a subcontract on a prime Contract

City will unbundle solicitations, provide pre-bid/pre-proposal conferences to allow networking opportunities for primes and subcontractors. City will advise its Contracting community of the online directory of certified DBE's, found at the Illinois Unified Certification Program website: <https://webApps.dot.illinois.gov/UCP/ExternalSearch> City will participate in local area DBE outreach events. City will also make efforts to ensure that Requests for Proposals (RFPs), Invitation for Bids (IFB) and all corresponding Contracting requirements foster participation by DBEs. Formal RFPs and IFBs are available on City's website as is City DBE policy and general information about how to do business with the City.

PUBLIC PARTICIPATION AND FACILITATION

In accordance with Public Participation Regulatory Requirements of Title 49 CFR Part 26, minority, women, local business associations, and community organizations within the City market area will be consulted and provided an opportunity to review the triennial goal analysis and provide input. City plans to issue a Public Notice on the City website publishing the Draft Proposed City DBE Goal Setting Methodology for FY22-25. The notice would inform the public that the proposed goal and rationale are available for inspection and that City would accept comments on the goal analysis. City will give full consideration to all comments and input received as a part of this process and will assess its impact on the goal-setting methodology.

DBE FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the Appropriate space):

	☐ The bidder is a registered DBE and is identified as a certified DBE in the Illinois UCP (<i>100% of this project performed by bidder and funded by the City FTA 5307 grant funds shall be assigned to the City DBE goal</i>). If identified as a DBE in another program, please identify here: _____
For	Contracts for which a DBE participation goal has been set (check Applicable):
	Please check the Appropriate category (only one) for small business participation in this proposal: ☐ The bidder is performing all activities identified in the scope of work in-house and IS NOT identified as DBE in any program. ☐ The bidder is performing all activities identified in the scope of work in-house IS identified as a DBE (provide a copy of the certification for each DBE) ☐ The bidder is subcontracting some activities and there is a ____% small business utilization on this bid/proposal (provide a copy of the Uniform Certification Application for each DBE). ☐ The bidder is subcontracting some activities, however, there is no small business utilization on this bid/proposal.
For	Contracts for which there is no subcontracting opportunities:
	☐ The bidder performing all activities identified in the scope of work in-house and therefore is not subject to DBE subcontractor goals.
For	Contracts where a DBE subcontracting goal is required:
	☐ The bidder is committed to a minimum of ____% DBE utilization on this Contract (if Vendor is a registered DBE, their work performed can be considered as part of the DBE goal). ☐ The bidder (if unable to meet the DBE goal of ____%) is committed to a minimum of ____% utilization on this Contract shall submit documentation demonstrating good faith efforts in seeking SBE participation.

Name of bidder's firm: _____

UEI No. _____

By: _____
(Signature)

Title: _____

DBE FORM 2: LETTER OF INTENT

Name of bidder's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

Type of DBE Firm:

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.
Estimated dollar value of work is: \$ _____

AFFIRMATION

The above-named DBE firm affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

By: _____ Title: _____
(Signature)

If the bidder does not receive award of the prime Contract, any and all representation in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor)

DBE CERTIFICATION FORMS

Vendors interested in certifying with the State of Illinois as a Disadvantaged Business Enterprise:

City does not certify DBEs but rather uses the list of DBEs identified in the IDOT UCP. To register as a DBE in Illinois you should register on the Applicable Citywebsites as identified here:

- IDOT (217-782-5490) <https://idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>

CERTIFICATE 5

**CERTIFICATION OF PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY
EXCLUSION**

Required with Bid

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Vendor is required to verify that none of the Vendor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945.

The Vendor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

By signing and submitting its bid, the Bidder certifies as follows:

To the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or City.

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the Vendor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Vendor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

THE BIDDER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official: _____

Signature: _____

Date: _____ UEI Number: _____

Subscribed and sworn to before me this _____ day of **20**____

Notary Public in and for the State of _____ residing in _____

(Applies to Contracts and sub-Contracts over \$25,000)

CERTIFICATE 6

VENDOR INTEGRITY

It is essential that those who seek to Contract with the City Transportation Department ("City") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the City procurement process. In furtherance of this policy, Vendor agrees to the following:

Vendor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements Applicable to the Vendor or that govern Contracting with the City.

Vendor, its affiliates, agents, and employees shall not influence, or attempt to influence, any City or employee to breach the standards of ethical conduct for employees or to breach any other state or federal law or regulation.

Vendor, its affiliates, agents, and employees shall not offer, give, or agree or promise to give any gratuity to a City or employee or to any other person at the direction or request of any City official or employee.

Vendor, its affiliates, agents, and employees shall not offer, give, or agree or promise to give any gratuity to a City official or employee, the acceptance of which would violate the Applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of City.

Vendor, its affiliates, agents, and employees shall not, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any official or employee of City.

Vendor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the Contract, except as provided in the Contract.

Vendor shall not have financial interest in any other Vendor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to City in writing at the time of bid or proposal submission and City consents to the Vendor's financial interest prior to City execution of the Contract.

Vendor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public Contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any City or department of the federal government or by any other state. The Vendor acknowledges that City may, in its sole discretion, terminate the Contract for cause upon such notification or when City otherwise learns that City has been officially notified, charged, or convicted.

Vendor shall comply with requirements of the Lobbying Disclosure Act, , " 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)] When Vendor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Vendor shall immediately notify the City Contracting officer in writing.

Vendor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the Contract, certifies and represents that it has not violated any of these Vendor integrity provisions with the submission of the bid or proposal, during any Contract negotiations or during the term of the Contract.

Vendor shall cooperate with the Macon County Circuit Clerk, and or Inspector General in its investigation of any alleged City employee breach of ethical standards and any alleged Vendor non-compliance with these provisions. Vendor agrees to make identified Vendor employees available for interviews at reasonable times and places. Vendor, upon the request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or the Inspector General to Vendor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Vendor's business or financial records, documents or files of any type or form that refers to or concern this Contract.

For violation of any of the above provisions, City may terminate this and any other agreement with the Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred to debar and suspend the Vendor from doing business with City. These rights and remedies are cumulative, and the use or no-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those City and may have under law, statute, or regulations.

For purposes of these Vendor Integrity Provisions, the following terms shall have the meanings found in this paragraph:

"Confidential information" means information that is not already in the public domain; is not available to the public open request; is not or does not become generally known to the Vendor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Vendor; or has not been independently developed by Vendor without the use of confidential information of the City.

"Consent" means written permission signed by a duly authorized officer or employee of the City, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or Contractual terms, City shall be deemed to have consented by virtue of execution of this Contract.

"Vendor" means the individual or entity that has entered into this agreement with City, including those directors, officers, partners, managers, and owners having more than five percent (5%) interest in the Vendor.

"Financial Interest" means: Ownership of more than five (5%) percent interest in any business; or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

"Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans., subscriptions, advances, deposits of money, services, employment, or Contracts of any kind.

"Immediate family" means a spouse and any unemancipated child.

"Political contribution" means any payment, gift, subscription, assessment, Contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the City or for paying debts incurred by or for a candidate or committee before or after any election.

VENDOR:

BY:

Signature

Print Name

Date

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

Certificate 7

Buy America Certification- Manufactured Products

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the Applicable regulations in 49 CFR Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____ City Transportation

Department Procurement Procedures

Certificate 7 Attachment I. Buy America Certification-Rolling Stock

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(2)(C) and the Applicable regulations in 49 CFR Part 661.11.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____



CITY OF DECATUR TRANSPORTATION DEPARTMENT

Project TR2023-03

**PURCHASE AND IMPLEMENTATION OF MOBILE TICKETING
FARE COLLECTION SOFTWARE**

October 31, 2023

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Ms. Jessica Taylor
Procurement and Transit Grant Manager
City Transportation Department
#1 Gary K. Anderson Plaza
Decatur, IL 62523

October 31, 2023

RE: Mobile Ticketing Fare Collection Software RFP#TR2023-03

Dear Jessica,

I am writing to express Modeshift Inc.'s interest in "Project TR2023-03: Purchase and Implementation of Mobile Ticketing Fare Collection Software".

Our fare and data collection system are known for its exceptional reliability. Modeshift's proven platform minimizes road call occurrences, ensuring uninterrupted service and enhanced passenger satisfaction. Our non-proprietary equipment is also renowned for being the easiest to maintain in the market, reducing maintenance costs and enhancing operational efficiency for transit providers.

A notable example of the strength of our platform is our work with the South Central Transit Authority (SCTA). SCTA was a 100% cash-based fare system when they implemented Modeshift. Within one year, they had reduced cash usage to just 3%. This is a significant improvement that has saved SCTA time and money and has made it easier for riders to pay for their fares. This success story showcases the effectiveness of our account-based system, which is adaptable to the evolving needs of transit authorities. By leveraging innovative technology, we empower transit providers to streamline operations, reduce cash handling, and enhance overall efficiency.

Modeshift Inc. is excited about the opportunity to provide the City of Decatur with a reliable and efficient fare collection system. We have a proven history, strong partnerships with other technology providers, and a demonstrated commitment to achieving desired metrics such as increased passenger convenience, flexibility in fare management, integrations with existing systems and significant adoption.

Konstantin Spasov, Vice President of Business Development, is the designated individual authorized to manage contracts and conduct business on behalf of Modeshift. We understand and agree with the scope of services and accept all other requirements, terms and conditions of the RFP and identified the materials and enclosures forwarded.



We look forward to further discussing our capabilities and exploring how Modeshift can contribute to the City of Decatur's success. Thank you for considering our proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Spasov', with a long horizontal flourish extending to the right.

Konstantin Spasov
Vice President of Business Development
90 Canal Street
Boston, MA 02110
302-784-9854
Konstantin.spasov@modeshift.com

Company Description

1 Introduction

Modeshift Inc. is a United States-based corporation headquartered in Boston, MA, with additional offices across the country and internationally. Our path started in 2017 with presence in ten countries and annual revenue of over USD100M.

Modeshift's mission is to provide easy to implement and operate smart technology solutions to the public transportation sector.

It was evident to us that the smart city vendors were focused on the needs of the big cities and did not have a relevant approach to address the specific challenges of small and mid-sized rural communities. We were thrilled with the idea that we could fill this gap and make an impact by improving the ease of use of public transit in the “everyday sized” cities around the world. The architecture design and build of our cloud-based solution followed. The idea attracted a formidable team of experts. Furthermore, we have the support of Microsoft and utilizing their Azure toolset helped us achieve within less than two years our goal. In 2018, we started adding new customers and enhanced functionality, the user interface, and reporting for our system, based on operational feedback. We currently have 30+ implementations and have several more slotted for Q4 2023. Modeshift's apps are third generation apps which have been tested, built, and rebuilt to be clean, quick, and simple to use.

Modeshift's fare collection technology is a modular and flexible system that provides a vast variety of configurations to meet the unique needs of its customers. The passenger facing modules of the system – the mobile application and web portal, are designed to drastically increase the convenience of usage by providing the most key features with a few clicks. The demographics and adoption rates of our end-user base are solid evidence of the ease of use. For the management and operations, we provide a game-changing, transformative solution with flexibility that is not matched on the market. All changes and requests to the platform are processed in real-time and the results are Available immediately. For example, Modeshift's KPI Dashboard will complete a request to present the ridership for specific route and selected period within a few seconds. With a legacy, “on-prem” solution such request will take easily minutes for processing from the servers. For example, the true open architecture of our platform allowed us to successfully integrate with the Fixed Route Intelligent Transportation System (FRITS) program, in Pennsylvania, to automatically synchronize the ridership data with AVAIL. This eliminates the need to manually transfer data between systems and provides the highest level of accuracy.

Modeshift is a company that builds, implements, and supports its products with its own in-house team. We have all the required resources to start and successfully complete a new implementation for City of Decatur within the requested timeline in the RFP.

Ability to Provide Services

2 Company experience

Modeshift provides exceptional service and utilizes the latest technology, all while offering competitive pricing to the City of Decatur. A key aspect of our strength lies in our team of over forty skilled engineers who handle all software development in-house. This ensures that Modeshift can fully commit to creating a software solution that is configured to specifically meet the unique needs of the City of Decatur.

Our team of experienced marketing and PR professionals is responsible for crafting client marketing materials and support for pre and post launch media outreach.

Our expertise lies in providing a comprehensive account-based fare collection platform. Our primary goal is to cultivate enduring partnerships with our clients. Drawing upon extensive knowledge and experience in developing, implementing, and managing successful electronic fare collection systems in the United States, Modeshift has firmly established itself as a reliable industry partner.

Modeshift develops a distinctive and tailored solution for each partner. Our platform operates as an Account-Based Fare Collection System, built on the Microsoft Azure cloud, and delivered as a service. Notably, Modeshift offers a complete fare collection solution encompassing both hardware and software requirements. With a track record of launching and deploying over 30+ platforms, Modeshift possesses a deep understanding of the entire technology stack, resulting in a more integrated and seamless backend and platform.

Staff experience



Konstantin Spasov, Modeshift VP, Business Development

Konstantin is an experienced product and business development professional with vast experience in building revenue systems, having been involved with such initiatives on three continents. His experience spreads from e-commerce and healthcare (for USA, SEA - Malaysia and Singapore) to mobility as a service (USA and Europe).



Pavel Iliev, Modeshift CTO

Pavel oversees the expansive product team which comprises of 40+ skilled engineers. In this capacity, he has full accountability for system architecture, verification, and deployment processes, guaranteeing the handover of meticulously vetted systems for seamless deployment.

Pavel boasts a multifaceted and extensive technological background, underscored by his previous role as the VP of Engineering at Progress (NASDAQ: PRGS). Notably, he held the reins for products that found their place in the esteemed Gartner Magic Quadrant.



Dobrin Tinchev, Modeshift VP, Technology

Dobrin has 20 years of experience in Software Development using different technologies, frameworks, and patterns. His career has given him the opportunity to develop his knowledge in the areas of business analysis, system architecture, design, development, testing, and customer care.



Christina Kordova, Modeshift Project Manager

Christina is project manager with six years of professional experience successfully delivering projects in both Canada and the USA. Her expertise spans software and hardware deliveries, making her a versatile and effective leader in project management. She serves as a pivotal point of communication between team members, stakeholders, and clients, consistently delivering successful project outcomes.

**Paul Avery, Modeshift Delivery and Support**

Paul Avery is Delivery and Support Manager with 30 years of system integration and engineering experience. Paul specializes in validator systems and software deployment, delivery, installation, and support. Paul is a motivated team player and uses his positive attitude to motivate installation crews and encourage them to complete the team goals on time. Paul will be directly involved with all installation and ongoing maintenance functions of the project.

Modeshift Differentiators

3 Modeshift Differentiators

Modeshift provides the entire digital infrastructure from installed hardware on vehicles, connectivity with the cloud, and real-time updated mobile and web apps, back office, and reporting.

We can install our product and go live 5x faster than any of our competitors.¹

Modeshift AFC is the latest and most advanced fare collection software on the market. The system was designed in 2017 according to the latest standards for cloud engineering and was born on the cloud as an account-based solution. We have never been on servers and never exchanged a single bit through fare media.

Modeshift is the only truly hardware agnostic system that utilizes standard and, in some cases, existing hardware. We have successfully migrated numerous media-based systems to a modern cloud-based, account-based AFC. Modeshift uses only standard, off-the-shelf equipment.

All modules of the system are connected and operate in real-time. This allows operators instant access to information (reports) for customer support and operations.²

The only AFC system, **designed for any size agency and authority**, which comes with an integrated CAD/AVL that works through an integration with existing systems (Avail, TripShot and others) and/or in parallel as a fallback to eliminate road calls and enable real-time, trip-level, ridership reporting.

¹ Example: 200 validators, AFC with mobile ticketing, smart cards, 2 customer service locations, back office, testing, and trainings was live in less than 90 days! This example excludes cEMV integration.

² Example: A customer boarding a vehicle has a problem validating his/her pass. The rider calls the agency customer center while still on the bus and the customer service center resolves the problem with the pass until the bus arrives at the next stop. See video testimonial at references section for more details.

Solution Description

4 Solution Description

Modeshift provides a ticketing system that has been designed to be media agnostic. A media agnostic system ensures the futureproofing of the ticketing system. Whether it is a closed-loop (smart cards and mobile ticketing), open-loop (open payments), or any other type of media, everything can be represented as an identity token associated with a rider's account. This approach allows for decoupling from the actual media associated with a rider, forming the core of the Modeshift account-based ticketing system.

Media can include various forms such as closed-loop NFC cards, QR code tickets, Bluetooth tokens, tickets generated by external systems, and cEMV cards. Consequently, our platform ensures the inclusiveness of other systems and can be used to upgrade existing systems in place. Unlike other systems, Modeshift was initially developed as an account-based system.

Following the account-based approach, the system can validate different media types in a unified way. Whether it is a cEMV tap, QR code, or an event from an external system, all are processed using the same rules. This flexibility allows agencies to configure media for different fares without being limited by the media itself.

Our product is built with a user-centric approach, ensuring accessibility as a cornerstone. Our interfaces are designed and tested to comply with the Americans with Disabilities Act (ADA) standards, supporting functionalities such as screen readers and other assistive technologies. Our adherence to modern web and accessibility standards guarantees an optimal, seamless, and inclusive user experience for all riders.

5 System Components

Mobile application

There is currently a wide variety of mobile ticketing applications – those that give you only one payment option, those that crash right when you need them, and those that work but are not fun to use. For a technology so advanced and so important to modern-day living, it is baffling that mobile ticketing has seen so many failed public transit mobile apps.

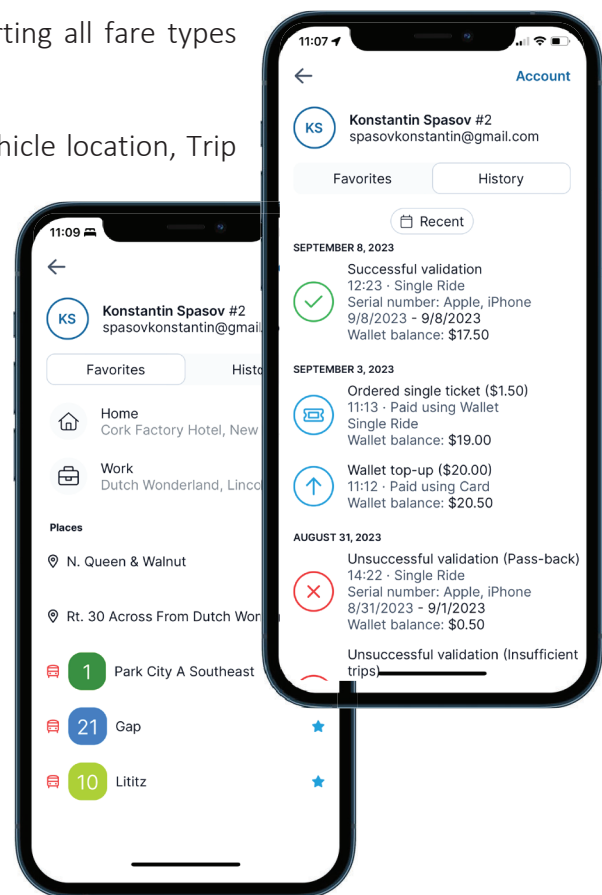
Our team had a clear vision when we embarked on the development of Modeshift's transit mobile app. We were determined to avoid creating just another run-of-the-mill application. Instead, our goal was to create a product that truly embodies the essence of mobile ticketing - simplicity, ease-of-use, and functionality. By keeping these principles in mind throughout the entire process, we have successfully crafted an app that fulfills its purpose effortlessly. The Modeshift public transit

mobile application is an essential component of the Modeshift account-based fare collection system. It seamlessly integrates into the platform and can be customized to reflect the branding of each individual agency. With no "powered by" or Modeshift branding, the app ensures that every agency's unique identity shines through. This branding consistency helps foster rider adoption as it allows users to easily recognize and trust their chosen service provider. When we began developing our public transit mobile app, we quickly realized that it was crucial to streamline the entire travel process from point A to point B within a single application. We understood that commuters are often pressed for time and the last thing they want is to juggle multiple apps for planning, ticket purchase, and validation. Additionally, we discovered that users were discouraged from adopting mobile ticketing if it was not conveniently packaged in one seamless app experience. As a result, we meticulously integrated these steps into a unified and user-friendly interface that riders can depend on at any moment throughout their day. We also made sure it works on the two most used types of operating systems and created dedicated **iPhone** and **Android** apps that are constantly updated.

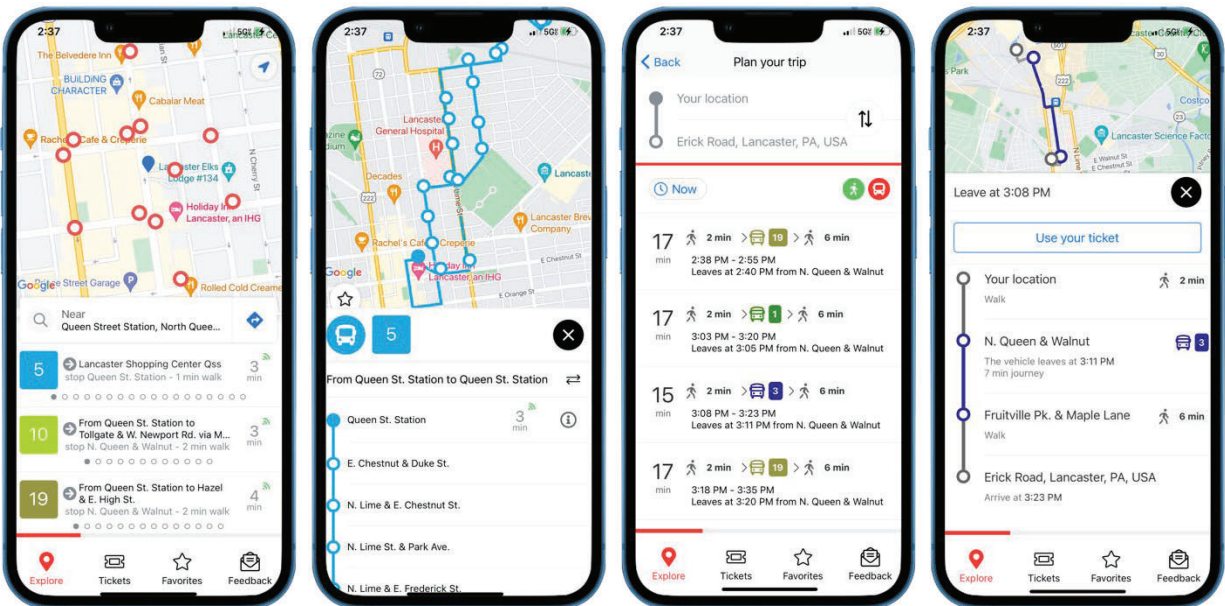
Modeshift's mobile application is designed to be easy to use and adopt. That is why it provides only the most important features for riders. The three primary features are:

- **Fare purchases** (tickets and passes, supporting all fare types and rules)
- **Real-time passenger information** – ETA, Vehicle location, Trip planner, Routes, and Schedules
- **Feedback** (See something, say something)

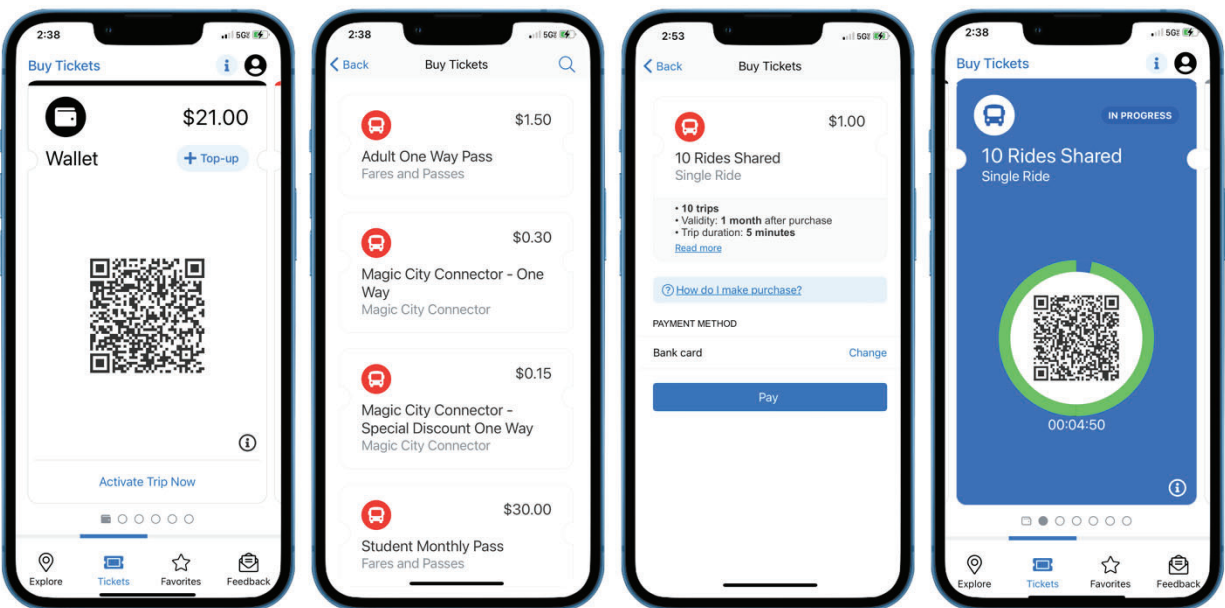
In addition, the riders can see their history of purchases and boardings including the exact location (bus stop) they boarded the vehicle and what fare type they have used. This information is a game changer for the customer support teams when resolving issues with purchases or usage (validations).



The screenshots below show examples from the trip planner functionality:



The screenshots below show an example of payment and validation:



Riders that travel often along the same route will find the **Favorites** functionality a great way to save even more precious time. They can save their most-used addresses, routes or bus stops and bring them up with a single tap.

6 Mobile application functionality

Account Creation - Modeshift has discovered that users appreciate applications that respect their privacy and offer them the opportunity to explore and interact with the app before they need to share a significant amount of personal information. As such, if an application has many personal information requests, its adoption and usage is often lower than other applications that have considered these hurdles. Therefore, Modeshift's account creation process is designed to be as minimally burdensome as possible to ensure users remain engaged with the application and continue to use the application (keep in mind that users can interact with the application prior to creating an account as well).

Modeshift implemented the easiest way to create an account. To reduce the significant customer support that password management creates we incorporated the so-called Magic Link where the only thing the rider needs to do is to enter their email address in the app or website. Riders can also use Apple, Google ID, and leverage the native functionalities of their devices. Once the email is provided Modeshift will send a link to the customer email. When the customer clicks on that link the application will open, and the account will be created. More personal details e.g., name, phone number and other demographics can be added at any time through customer service center or mobile and web applications.

Simplified Purchase Flow - Modeshift's commitment to streamlining processes is evident in the purchasing experience. Our approach is rooted in reducing complexity, providing users with a seamless journey. A pivotal aspect of this is the accessibility and simplicity of the ticket purchase process.

Accessing Tickets with Ease - Users have the freedom to access their tickets or initiate the ticket purchase process seamlessly by navigating to the "Tickets" section located at the bottom of the application interface. Upon selection, users are greeted with their active tickets or the convenient option to "Buy Ticket." The example below illustrates the "Buy Ticket" screen in the absence of active tickets.

Activation Process - Within the context of electronic validation, Modeshift highly recommends adopting the practice of automatic ticket activation upon purchase. This strategic enhancement is designed to streamline the activation process without compromising any functional aspects. The concept behind automatic activation is as straightforward as it sounds: upon purchasing the fare, the associated ticket/pass becomes instantly active. Importantly, ticket expiration is intelligently synchronized with the frequency of validator scans, moving away from relying solely on elapsed time. (Please note, that Modeshift supports all fare types)

Validation Process - Using Modeshift's electronic validation process, users simply navigate to the

“Tickets” screen using the navigational buttons at the bottom of the application. Users will then select the ticket they would like to use when boarding the vehicle and will hold their ticket directly below the validation scanner. The validator will then notify the vehicle operator and rider with audible and visual cues as to whether the ticket is valid or invalid.



Validating with a Mobile QR code

Payment Methods

Modeshift seamlessly integrates a comprehensive array of payment methods that align with the City of Decatur’s preferences. Within the app, users are empowered to utilize a wide spectrum of options including credit and debit cards, smart pay alternatives (Apple Pay, Google Pay, Samsung Pay, etc.), and fund loading directly onto their e-wallets. The versatility does not end there—Modeshift extends to a branded website, enabling users to conveniently add funds to both smart cards and mobile ticketing accounts. This account-based approach streamlines the fund-loading process, requiring just a few effortless clicks.

e-Wallet

The Modeshift e-Wallet allows users to add value to their accounts (stored value). The riders can select from predefined amounts (\$5, \$10, \$20 etc.) or enter the desired amount they want to add to their account. The e-Wallet can be loaded through the mobile application or web portal with a valid bank card. Unbanked people can use cash to load the funds to their account at the Customer Service Window or other enabled locations. The e-Wallet works on mobile applications as well as

on the smart cards. This means that even a cash paying customer without a smartphone can utilize the functionality of the e-Wallet. The e-Wallet is an essential tool that enables fare equity options. In combination with Fare Capping, it allows every rider equal access to all fares and passes.

Fare capping

Fare capping is a pivotal feature that promotes affordability and convenience in public transportation systems. It enables passengers to receive the most optimal fares for their journeys without having to worry about upfront planning or searching for the best fare options. By setting a predetermined cap limit, the system ensures that passengers are charged the best fare amount, based on the number of trips taken within a specific period.

To illustrate this, let us consider an example where a rider makes five trips, with each trip costing \$1. Without fare capping, the total fare for these trips would amount to \$5. However, with our fare capping solution in place, if the configured cap limit is set at \$3.50, the system will charge the rider only \$3.50 at the end of the day. This eliminates the need for passengers to calculate their fare expenses or worry about exceeding their budget.

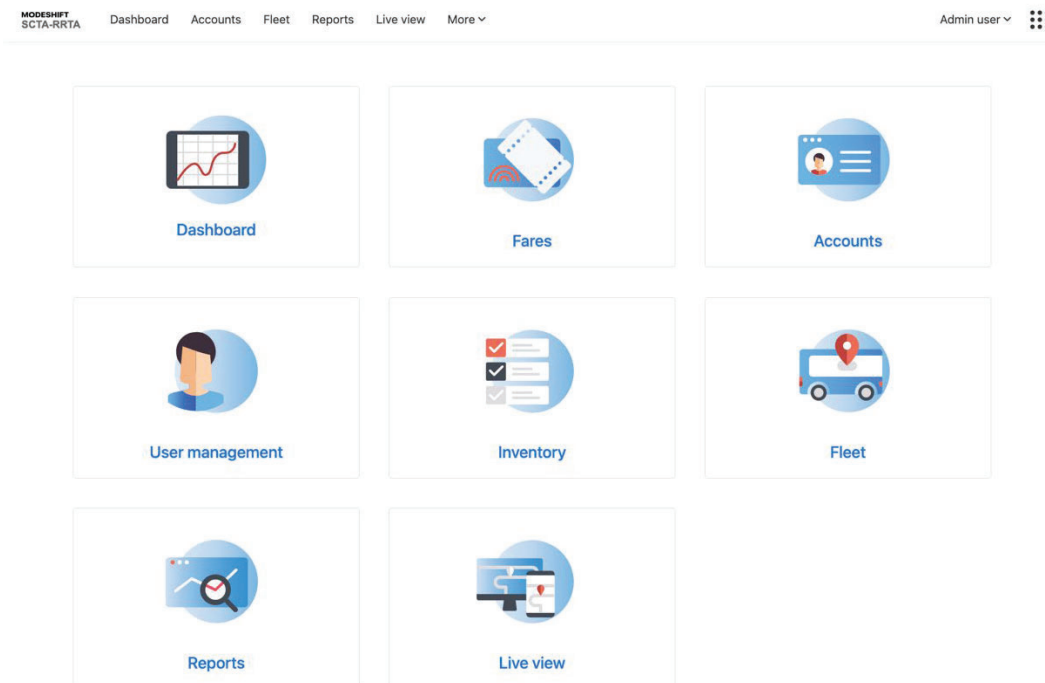
Modeshift's fare capping implementation offers the following advantages:

- **Equal Access to Discounted Travel:** Fare capping ensures that all passengers, regardless of their travel patterns, have an equal opportunity to benefit from discounted fares. This feature eliminates cost barriers and provides a level playing field for all users.
- **Simplified Payment Process:** By automating fare calculations and applying fare capping, our system streamlines the payment process. Passengers can travel freely without the need to pre-plan or manually calculate their fares, enhancing convenience and user satisfaction.
- **Reduction of Transaction Fees:** Our fare capping solution optimizes transaction management by aggregating all taps and processing them for clearance at the end of the day. This results in a reduction of transaction fees, benefiting both transportation authorities and passengers.
- **Enhanced User Experience:** With fare capping in place, passengers can focus on their journeys without worrying about fare calculations. This leads to a more seamless and enjoyable travel experience, encouraging increased ridership and customer loyalty.

Modeshift's fare capping implementation is designed to integrate seamlessly with Open Payments and e-Wallet transactions, leveraging the latest advancements in payment technologies. Our team of experienced professionals ensures a smooth integration process, tailored to your specific requirements and infrastructure.

7 Administration (back office)

In addition to multiple robust front-end offerings, Modeshift has spent a lot of time ensuring its back-office solution provides everything the support staff, management, and anyone else within City of Decatur gets a holistic view of fare purchases and collection, fare media, customer base, reports, and hardware status. The back office is broken up into various modules designed to give users a quick look into summarized information with the ability to dive into more detailed information as needed. The list of KPI's presented upon login can be rearranged to fit the customer's needs and access levels being offered.



Presented below is the list of the core modules part of the Modeshift back office:

- **Dashboard with KPIs** – Transactions, Revenue, Ridership: Delve into transaction insights, revenue, and usage patterns.
- **Fares** - Adding/Removing/Adjusting Available Fares - During the fare creation process the administrative staff will be prompted to enter required information about the fare media including Fare Name, Fare Type (Flat fare, Time-based fare, Calendar-based fare, or Stored value fare), Cost, Discounts that can be applied, and more. Finally, once the new ticket has been created it will not be made Available to end users until it is purposefully activated. The image below highlights a screenshot of Modeshift's back office where administrative staff would add new fare media.

Fare model
Which requirements determine the regular ticket price

Zones
Pass through Transfers
Routes
Routes Transfer routes

Trip details
Define the requirements that will be used to create a ticket

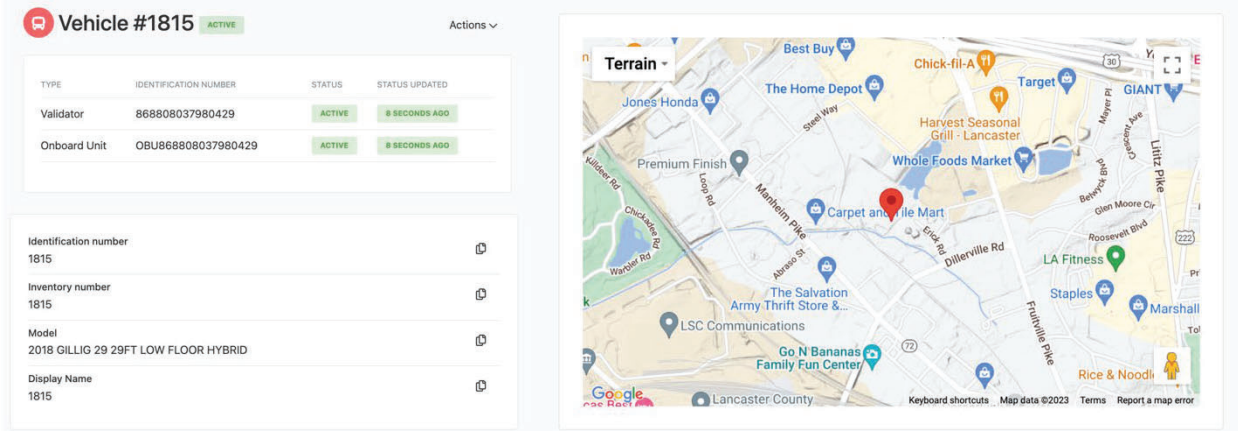
Trip details
120 minutes
Number of routes
Number of routes
Transfers
120 minutes 1 transfer

Customization
(Optional) Customize the appearance of the fare in different places like the kiosk, mobile app, public portal, etc.

Order weight
50

Customer groups – this is a submodule of the Fare Management which enables adjustments for varying priced fares. Modeshift defines “Customer Groups” as groups of individuals who are Available to receive discounts or free fares (seniors, students, wage works, DPW no/co-pay etc.) based on City of Decatur or State defined qualifying characteristics. Through Modeshift’s back-office portal, the City’s administrative staff will be able to create, manage, and apply for entitlement/discount programs as well as enroll individuals so their account applies the discounts and adjustments to only the fare media of those individuals who have properly enrolled in a program.

- **Customer Accounts** – this module provides in-depth passenger usage and profile details. In a true account-based fare collection system every rider will have an account. The system supports anonymous accounts as well, which means that if someone does not want to share any personal details it does not mean he or she cannot use the system. In these cases, the system will assign a service token that will serve as the unique identifier of the data set collected by Modeshift. In other words, the full trip level data will still be provided.
- **User Management** – this is the module that manages all users of the back office. The system supports granular permissions which allows the admins to define the level of access of each user.
- **Inventory** – provides real-time information on all the hardware installed in the system. The status health of each validator is monitored 24/7/365 and the system will notify the maintenance team when needed.



The screenshot displays the Modeshift interface. On the left, a sidebar shows 'Vehicle #1815' with an 'ACTIVE' status. Below this, a table lists vehicle details:

TYPE	IDENTIFICATION NUMBER	STATUS	STATUS UPDATED
Validator	868808037980429	ACTIVE	8 SECONDS AGO
Onboard Unit	OBUE68808037980429	ACTIVE	8 SECONDS AGO

Below the table, a list of vehicle attributes is shown:

- Identification number: 1815
- Inventory number: 1815
- Model: 2018 GILLIG 29 29FT LOW FLOOR HYBRID
- Display Name: 1815

On the right, a map view shows the vehicle's location in Lancaster, PA, with various landmarks like Whole Foods Market and The Home Depot visible.

- **Fleet** – this is the integrated scheduling and dispatch and vehicle location systems. The module provides a variety of visualizations and reports. This allows Modeshift to provide location-based sales and ridership reports.
- **Live view** – this is part of the integrated CAD/AVL and provides live location of the entire bus fleet as well as comprehensive reports including On-time performance.
- **Reports** - in this section (requires login credentials) the administrators have access to a real-time comprehensive list of financial and ridership reports. For more details, please refer to the Reporting section.

8 Reusable Tap Cards (smart cards)

As a true account-based fare collection system Modeshift does not need to store any personal or fare information on the card (as in media-based or hybrid systems). The only information saved on the card is the encrypted key that is linked to the rider's account at time of purchase. Anonymous cards with no associated accounts are also supported but this approach is not recommended as it creates customer support issues related to refunds or lost cards.

This allows the use of the most simplified and cost-effective cards on the market. Typically transit agencies will need to procure smart cards but alternatives from other manufacturers are also possible and even more cost effective.



Modeshift (preferred) card spec is:

- 13.56 MHz ISO 14443 (for ex: MF classic EV1 1k)
- Electronic pre-personalization and data base with UID number
- Serialization

Tap cards are an essential part of the process of reducing cash on board. Modeshift provides its clients with best practices for managing the process from marketing and communication to distribution and inventory management.

We are extremely proud of the success Red Rose Transit Authority achieved by reducing the usage of cash on the bus to 3% only!

Below is an example of the design of the smartcard for CATA. We will provide a few options the City of Decatur team can choose from and can also collaborate with the local marketing person to create the most relevant for the agency and customers designs.



The picture below shows proof of an order: front of the card, position of the chip and back of card.



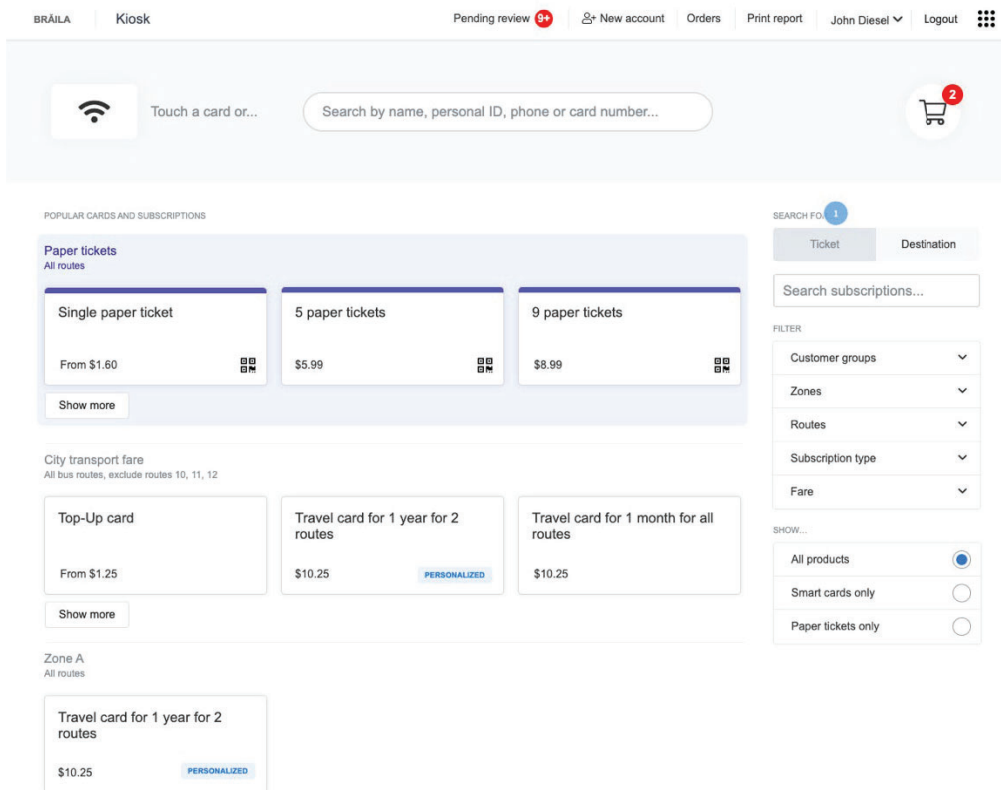


Validating with a smart card

9 Customer Service Center

The Modeshift Customer Service application is a web-based software that is designed with ease of use in mind. It offers an intuitive user interface and experience, making it simple for staff to adopt and navigate. The installation process on Windows computers is quick and straightforward. Our dedicated Modeshift installation and delivery team will collaborate with the agency to ensure seamless setup and configuration of the software. The POS software provides the following features:

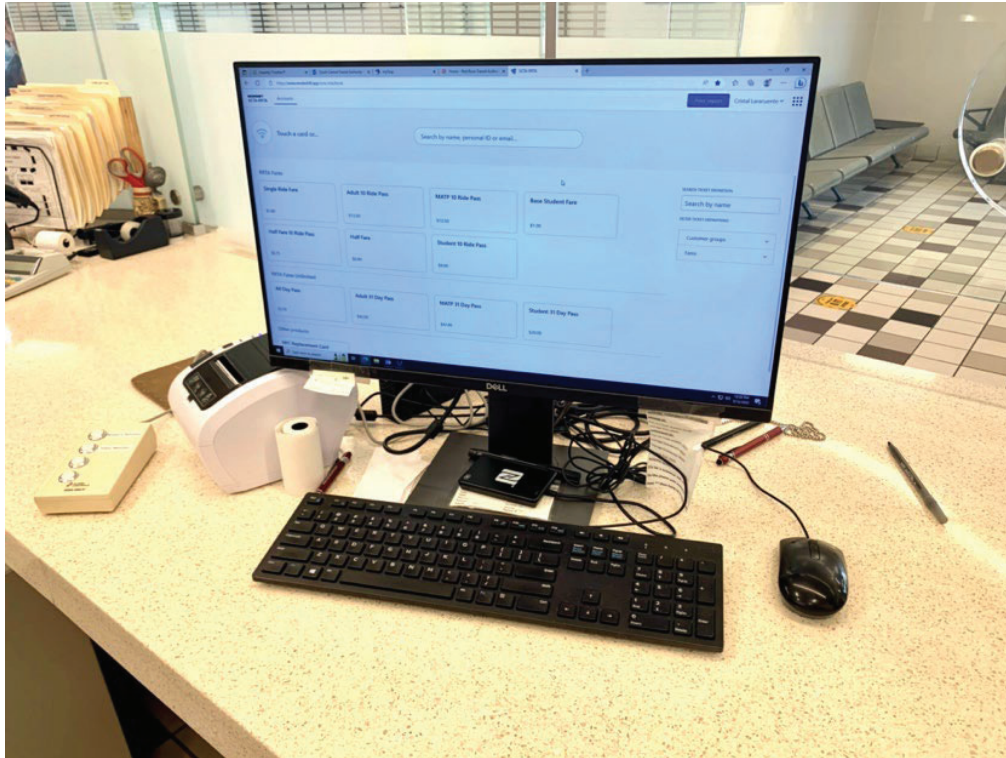
- Create rider accounts
- Sell reusable tap cards - NFC (ISO 14443 A/B)
- Link NFC cards to existing accounts
- Load funds to accounts
- Sell paper QR tickets/passes
- Check account balance



To enable all features and provide the best service to the riders the configuration of the POS requires installing only two compact devices that do not require much tabletop space:

- USB NFC reader/writer – where riders tap their reusable card to load fare products or funds to their account
- Thermal printer – to print paper QR tickets and receipts





POS workstation at Red Rose Transit – Queen Street Station

10 Customer Website

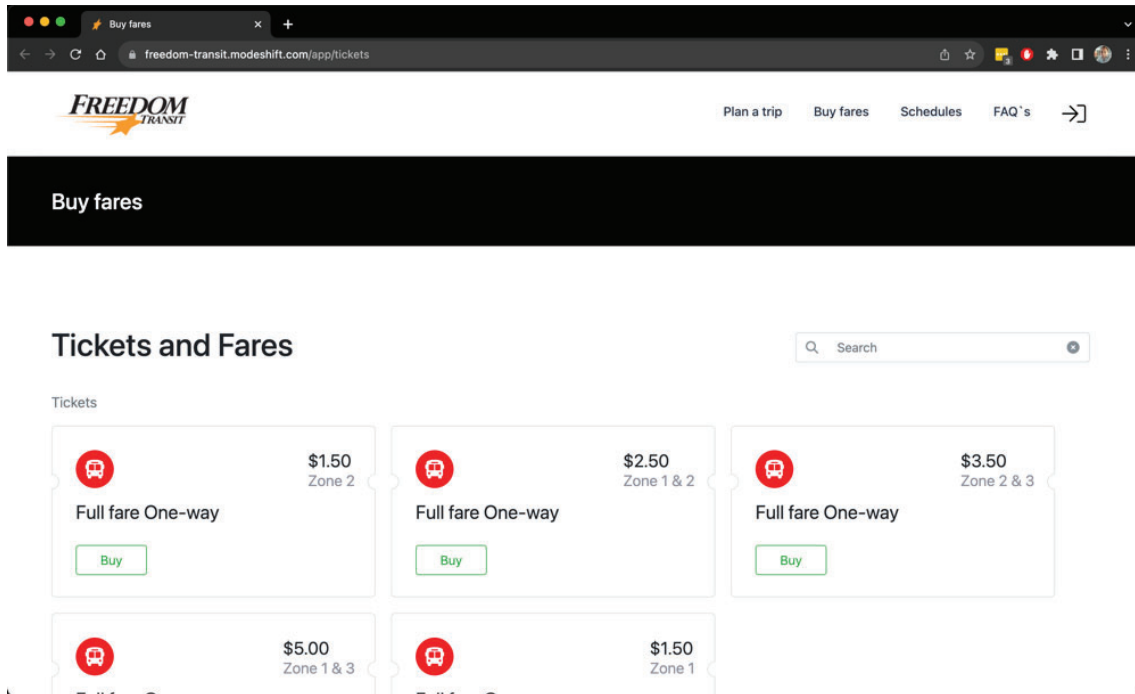
Modeshift's customer website is designed to address the needs of riders that do not possess or want to use a smartphone as well as those that want to purchase a fare on behalf of another person (for example: unbanked riders). The web portal provides the following features and functionalities:

- Create an account
- Buy tickets/passes
- Reload account (for smart card users)
- Add funds to e-Wallet
- Feedback (see something – say something)

And in addition:

- Timetables
- Trip planner

The website can be deployed as a standalone site or incorporated the existing website of the City.



Freedom Transit Customer Website

11 Handheld Point of Sale (POS)

Like the functionality of the abovementioned POS, Modeshift provides smaller, compact or All-in-One POS device. This device would allow the customer service agent to:

- Load funds to accounts
- Sell reusable cards
- Sell paper QR tickets & passes

Our team takes immense pride in their ability to think creatively and find unique solutions for complex problems. One of our latest initiatives is the development of a program called "Let's Take Transit to People". This program aims to address the challenge of providing convenient transportation options to individuals living in remote areas with limited access to convenience stores and transit centers. By utilizing this innovative device, transit agencies can regularly visit these communities to load accounts or sell passes, ensuring that everyone has access to reliable transportation services.



Handheld POS device

Buy/Pay on behalf of Unbanked riders

One of the most underutilized yet extremely efficient methods of buying a ticket or pass is purchasing on another person's behalf. Modeshift platform allows any customer to buy a ticket or pass or load funds to someone's account with a bank card (from mobile app or web portal) or cash at the POS location or convenience stores (if enabled). As a true account-based system all fares or funds will be Available for use in real time.

Example: Adult children paying for their elderly parents or parent caregiver's tickets or passes.

12 Reporting

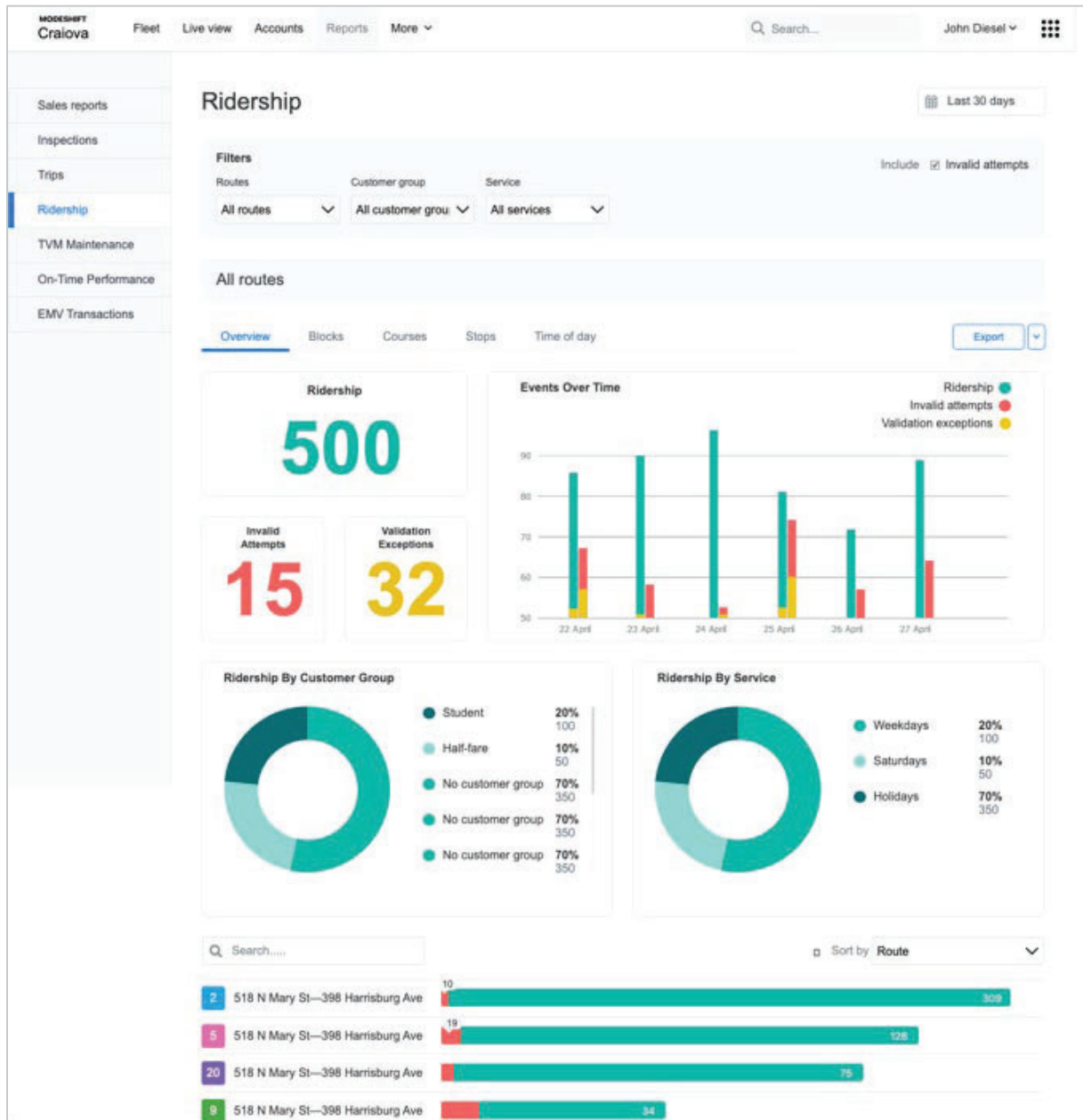
At Modeshift, we believe in the power of data-driven decision making. Our system is designed to provide the City of Decatur with comprehensive reporting capabilities that are both intuitive and customizable. Our dashboard integrates a range of data sources and enables users to generate reports for various time frames.

- **Pre-configured Dashboards:** Our system comes with a set of pre-configured dashboards

that monitor key aspects such as fare sales and ridership. These dashboards provide a comprehensive view of system performance and trends, enabling the City of Decatur to make data-driven decisions

- **Customizable Time Frames and Filters:** Modeshift's reporting tool allows for customization according to various time frames and filters. This includes fare types, fare media, routes, and more. Administrators can tailor their data view according to specific periods and apply these filters to gain a more precise understanding of the system's performance
- **Accessible Anytime, Anywhere:** We understand the importance of having information readily Available. Our dashboards and reports can be accessed anywhere and anytime by staff through our secure, cloud-based platform. This enables staff to monitor performance and make data-driven decisions on the go
- **Training and Support:** To ensure that staff are fully equipped to utilize our reporting tool, we provide comprehensive training and ongoing support. Our team is always Available to assist with interpreting data or manipulating time frames and filters for customized views

The screens below show ridership overview and ridership X schedule. All reports can be exported in CSV, Excel, or PDF format.



Ridership

Filters

Routes Customer group Service Period

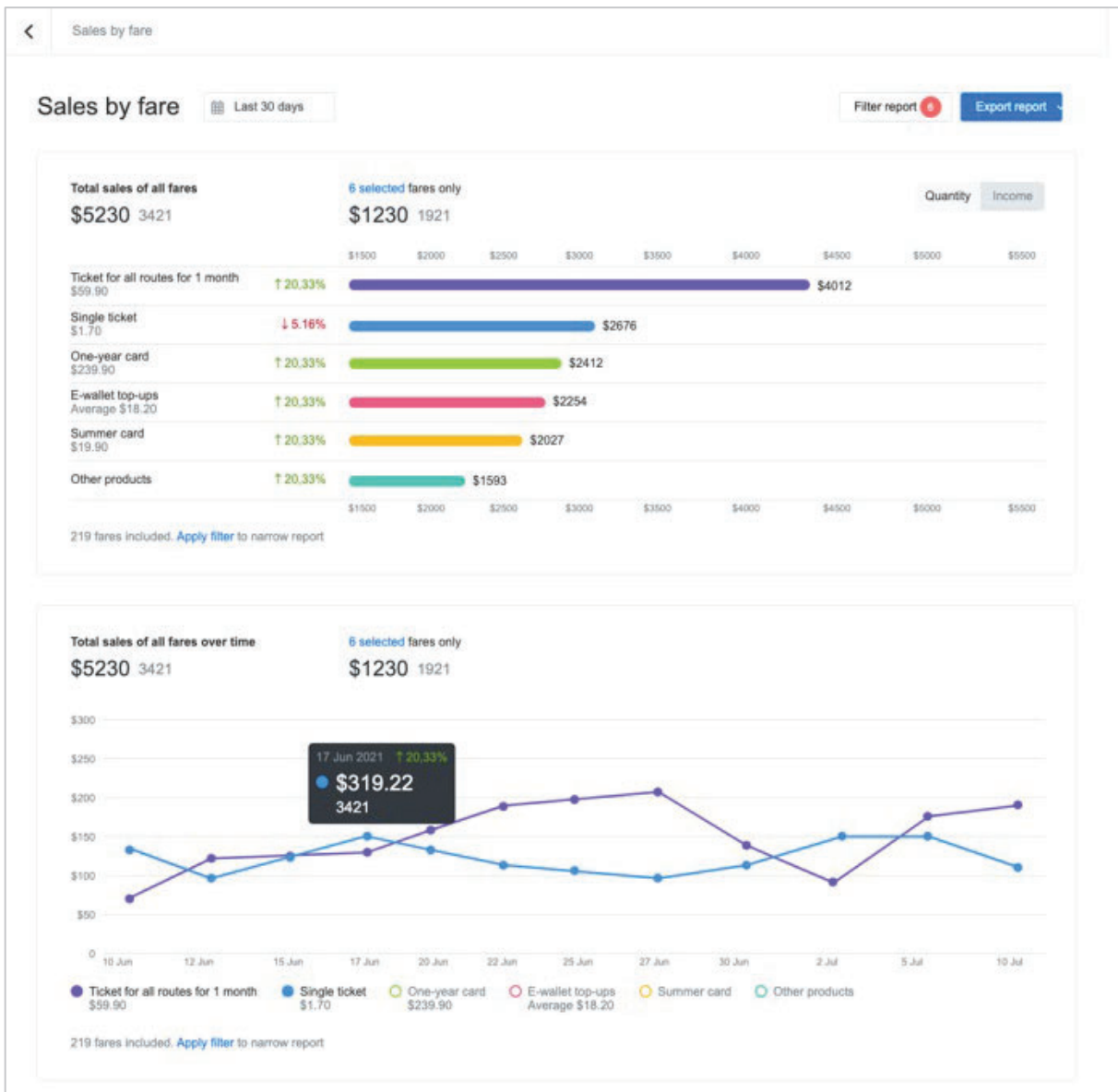
Route 2 All groups All services Last 30 days

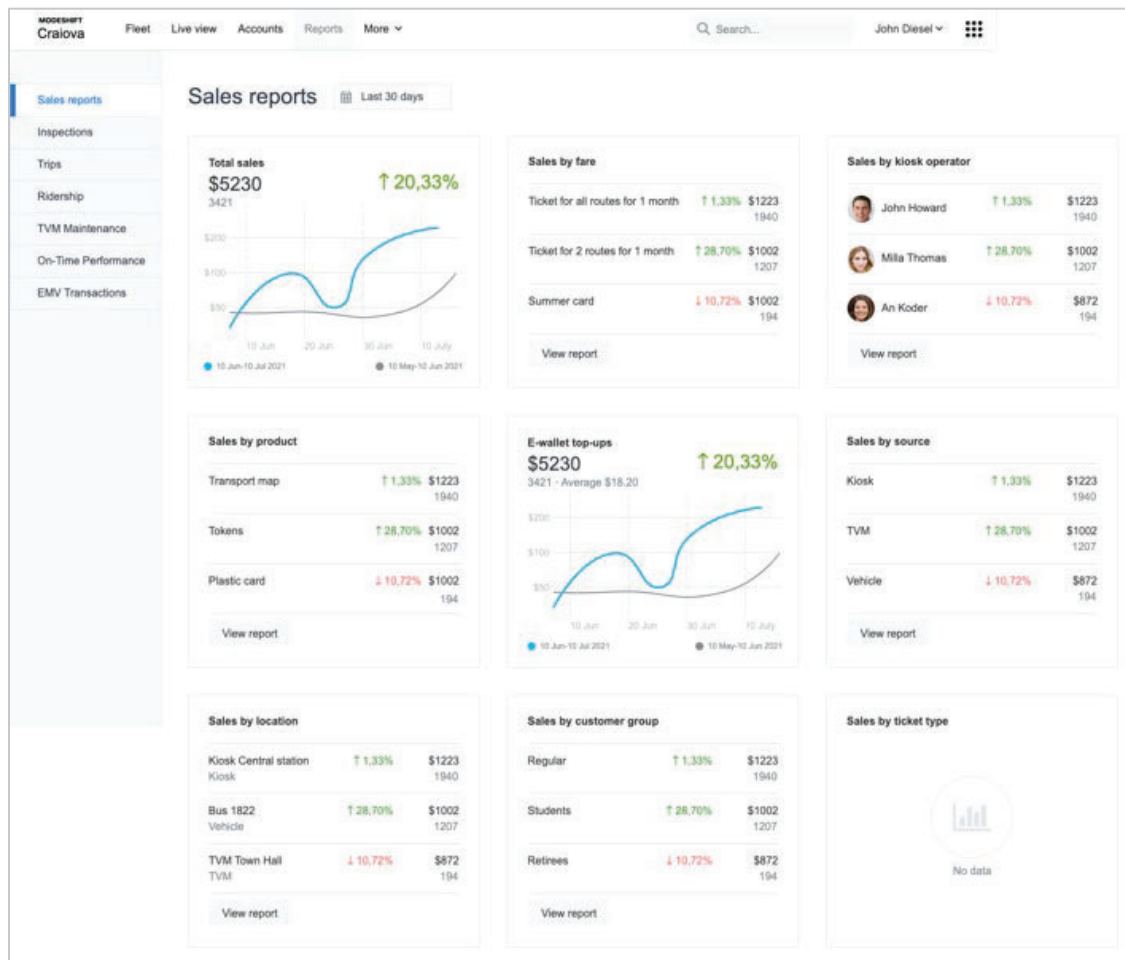
2 518 N Mary St—398 Harrisburg Ave

Overview Blocks Courses Stops Time of day Schedule Export

[illegible][illegible]

Sales by type of fare and Sales Overview



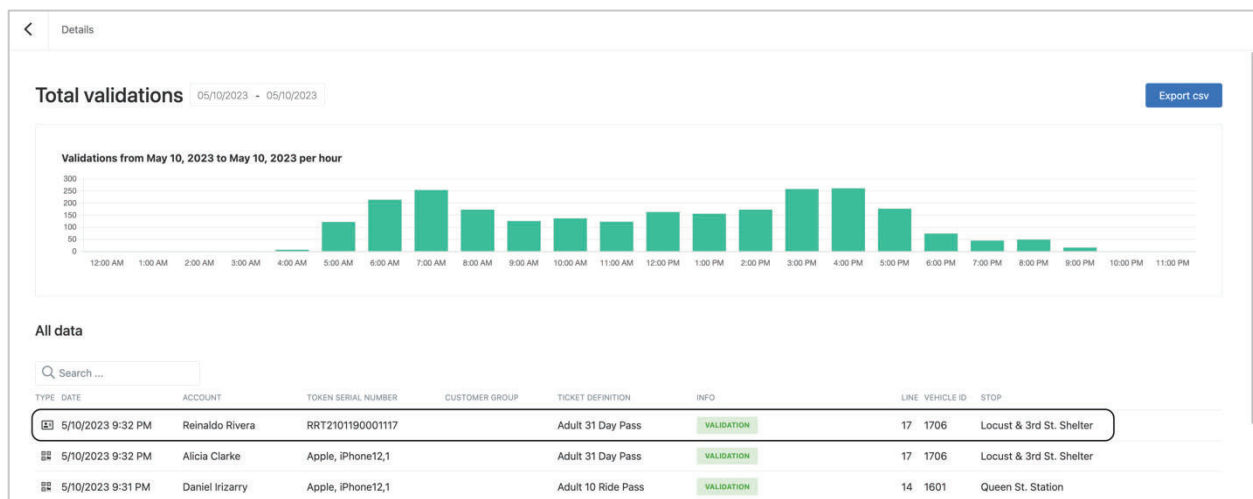


Modeshift provides extensive location-based ridership reporting. Every tap or scan is recorded and displayed in the real-time dashboard. When a person boards a vehicle and scans a QR code from a mobile device (mobile ticketing application) or a paper QR ticket, or taps an NFC smart card, the system creates a record with the following information:

- **Date and time of boarding** (example: 5/10/2023/ 9:32pm)
- **Rider account details** (configurable set of personal details and options for anonymous accounts)
- **Fare media type** – Mobile app; smart card; paper QR ticket, EMV bank card
- **Customer group** - Modeshift Fare Collection platform is a true Account-based (by design since the beginning) ticketing system. This allows creating of a variety of so called “Customer groups” (where the agency can apply specific rules to every rider that belongs to the group. For example, those are groups of Students that ride for free or with a discounted fare, Seniors, or ADA eligible riders. In many cases this can be a local business that purchases tickets/passes for employees.

- **Fare type** – the exact fare the rider used when boarding the vehicle
- **Trip details** – starting a new trip/activating ticket or transfer
- **Route information** – the system provides the route number and direction for example: Route 17, inbound
- **Vehicle ID** – the system provides the inventory ID / display name of the vehicle
- **Bus stop name** – the report includes the bus stop name for each scan or tap (validation) regardless of the result (valid/invalid fare)

The screenshot below shows an example of one line of record from the Ridership dashboard.



The screenshot below shows an example of Ridership by Fare and Route.

Route/Fare	Adult 31 Day Pass	Adult 10 Ride Pass	All Day Pass	Single Ride Fare	Half Fare 10 Ride Pass	Student 31 Day Pass	MATP 10 Ride Pass	MATP 31 Day Pass	Base Student Fare	Student 10 Ride Pass	Half Fare	Total
14	1,681	1,042	327	234	276	34	13	3	0	5	6	3,621
17	1,661	1,244	377	308	238	63	52	43	8	4	0	3,998
3	1,066	567	146	135	175	50	3	2	0	8	1	2,153
12	890	578	103	128	63	55	0	8	0	5	1	1,831
16	758	406	112	89	159	29	1	0	0	4	0	1,558
19	723	416	88	84	79	8	2	9	0	7	1	1,417
10	720	480	120	79	53	7	1	0	2	8	0	1,470
2	637	413	98	78	116	63	2	1	0	5	0	1,413
1	611	406	91	72	125	46	4	5	0	7	4	1,371
11	395	310	51	59	139	0	4	0	0	0	0	958
	356	303	65	52	37	16	0	3	0	2	0	834
18	339	300	58	58	28	0	4	0	0	0	0	787
20	324	255	43	34	44	2	3	4	0	1	0	710
21	285	281	39	46	22	2	0	4	0	2	0	681
13	119	211	9	8	4	0	0	1	0	0	0	352
15	202	162	28	19	71	4	3	0	0	0	3	492
5	193	144	44	23	42	8	0	5	0	0	0	459
DH	68	27	7	6	16	2	0	0	0	0	0	126
Total	11,028	7,545	1,806	1,512	1,687	389	92	88	10	58	16	24,231

The screenshot below shows an example of Ridership by Bus stop.

Route/Stop name	116 Manor Across From 2 Cousins Pizza	18th & Rt. 462 Across From Weis Mkt.	18th St. At Weis Market	3955 Rt. 462 Across From St. Anne's	3rd & Linden At Shelter	4th & Cherry St.	4th & Union St. At Shelter	Buchanan & College	Columbia & West End Ave.	Conest Prin
16	1	0	0	0	0	0	0	0	0	0
	0	1	0	0	2	1	0	0	0	0
17	0	0	3	1	0	3	1	0	0	1
2	0	0	0	0	0	0	0	2	0	0
3	0	0	0	0	0	0	0	0	0	0
14	0	0	0	0	0	0	0	0	0	0
1	0	0	0	0	0	0	0	0	0	0
Total	1	1	3	1	2	4	1	2	1	

Origin – Destination matrix and anonymized data

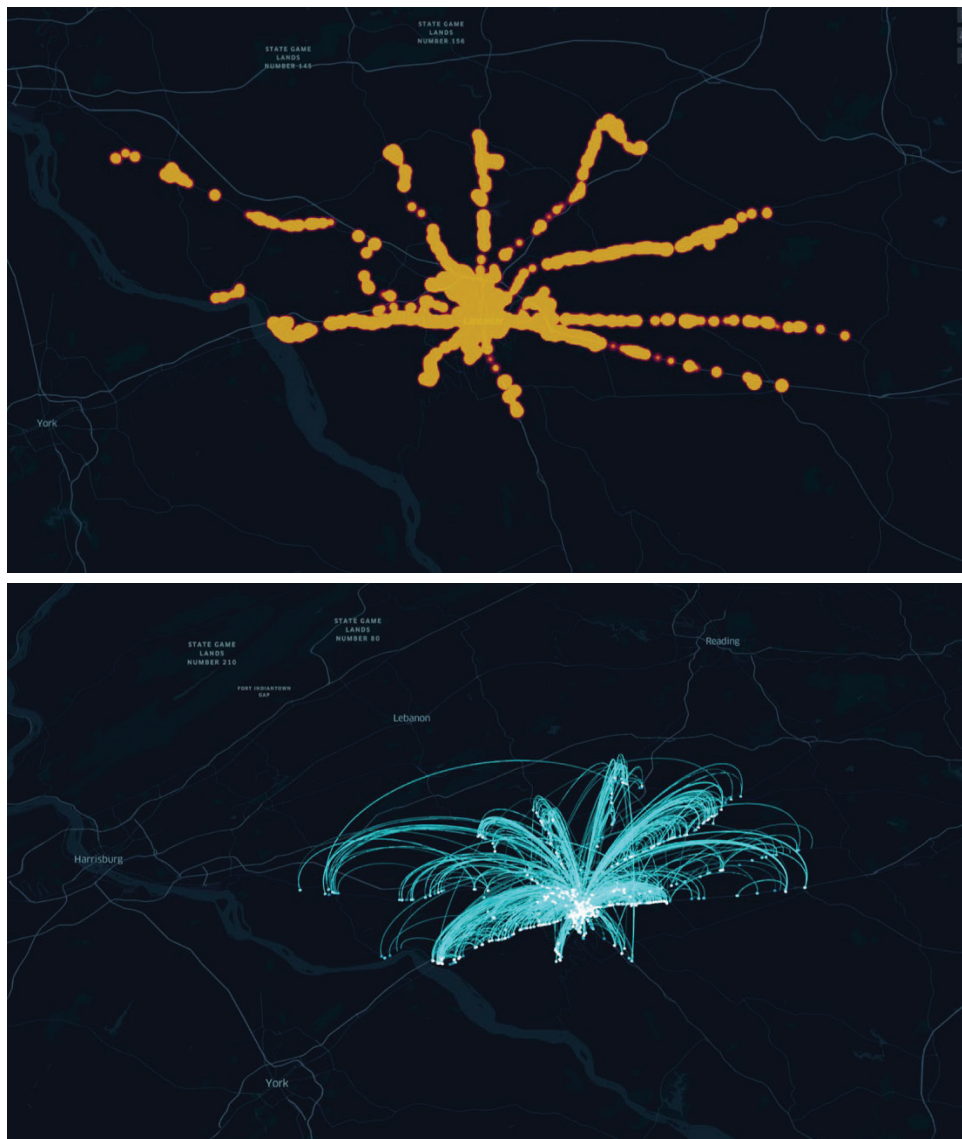
Our backend solution can track and record the origin and destination of trips in an anonymized and aggregated manner. We believe in the importance of privacy and therefore, our system is designed to ensure the anonymity of passenger data. This is achieved by removing or randomizing unique identifiers, such as names or account numbers, from the data set. Here is an overview of how this can be achieved:

- **Data anonymization:** To protect passenger privacy, personal information should be stripped from the collected data. This includes removing identifiable information such as names, addresses, and contact details. The focus is on aggregating and anonymizing data at a group or statistical level rather than tracking individuals.
- **Aggregation:** Instead of tracking individual passengers, the data can be aggregated to maintain the privacy of passengers. Aggregation involves grouping data based on common characteristics or patterns while obscuring specific details. For example, instead of tracking a specific passenger's journey, the system can analyze data in terms of overall travel patterns or popular routes.
- **Pseudonymization:** In some cases, it may be necessary to retain certain identifiers for operational purposes. Pseudonymization can be used to replace personally identifiable information with a unique identifier or pseudonym. This ensures that the data can still be used for analysis or system optimization without revealing the identities of individuals.
- **Geographical zoning:** An effective technique is to divide the service area into predefined geographic zones or cells. Passengers' origin and destination information can be recorded at the zone level instead of precise addresses. This way, the focus is on overall movement patterns rather than tracking specific individuals.
- **Heatmaps:** Heatmaps can be used as a visual representation of aggregated origin and destination data. Instead of displaying individual trip details, heatmaps illustrate the concentration or density of trips in different areas. By using color gradients or intensity, heatmaps can provide insights into popular routes, busy time periods, or areas with high

passenger demand, while preserving the anonymity of individual travelers.

- **Data retention limits:** Implementing strict data retention policies helps minimize the risk of re-identification. Once the necessary analysis has been conducted, it is important to delete or aggregate the data beyond a certain period to ensure long-term privacy.

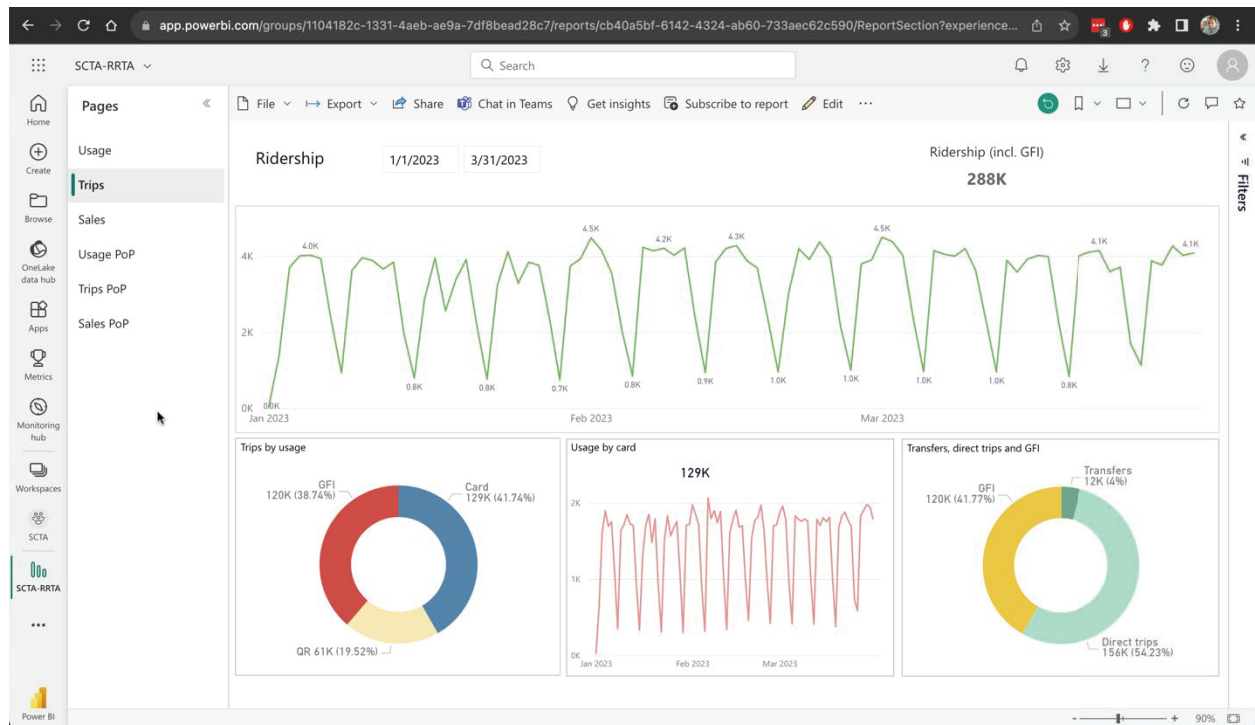
By employing these techniques, the system can gather valuable data for analysis, route optimization, and service planning while maintaining the privacy and anonymity of passengers. It is crucial to follow applicable data protection laws and regulations in your region when implementing such systems.

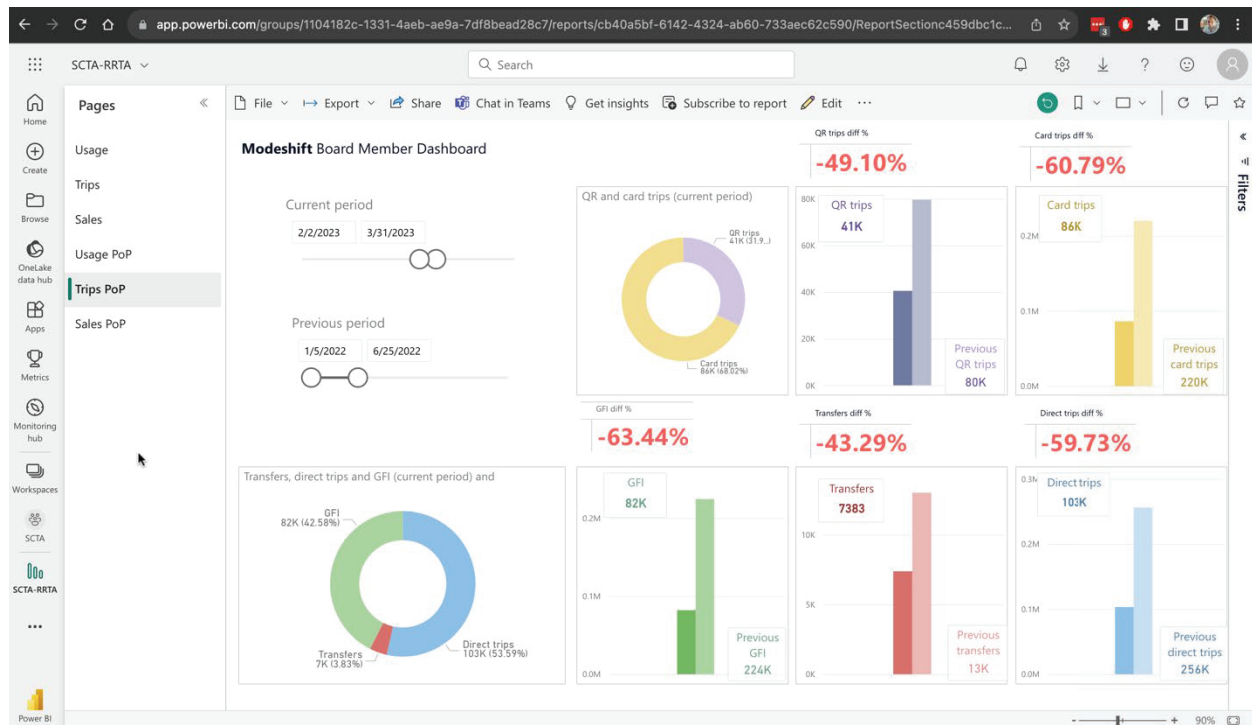


Examples of heat maps of usage created with anonymized data

Third party reporting tools - Power BI

Modeshift data can be integrated in a variety of business intelligence tools, like for example Power BI. This opens almost endless opportunities to prepare visualizations and analytics with just a click of a button. The screens below show examples of aggregated ridership data from Modeshift and existing farebox based system and Period over Period (PoP) comparison of different ridership data. In this case our client wanted to provide access to their Board to real-time performance indicators of the transportation system. We included a variety of sales and ridership reports as well as Unique new riders and fares not in use.





Open payments – cEMV bank cards

With Modeshift's cEMV public transit agencies can introduce their riders to a convenient and secure way to pay with contactless bank cards.

More than half (51%) of Americans are using some form of contactless payment, which includes tap-to-go credit cards and mobile wallets like Apple Pay, according to [Mastercard Contactless Consumer Polling³](https://www.cnbc.com/select/mastercard-survey-contactless-payments/). This comes as 51% of U.S. consumers say they are using cash less often or not at all since the pandemic began.

³ <https://www.cnbc.com/select/mastercard-survey-contactless-payments/>



Consumers mostly use contactless cards for buying the essentials. Here is a breakdown:

- Grocery: 85%
- Pharmacy: 39%
- Retail: 38%
- Quick service restaurants (QSRs), fast food: 36%
- Transit: 9%

Modeshift provides a payment solution that can be seamlessly implemented by riders, utilizing a familiar and straightforward payment method. Not only does this solution offer cost savings for agencies compared to traditional cash handling, but it also addresses the growing demand for data-driven insights that agencies require to enhance their service offerings. By adopting Modeshift's payment solution, agencies can optimize their operations and meet the ever-evolving needs of their customers more effectively. Using our cEMV (open payment) solution, agencies can decrease their exposure to cash by providing contactless bank card payments to their riders.

Benefits of Contactless EMV payments onboard:

- Enables new way to pay onboard
- Reduces the amount of work in the customer service centers
- Enables fare equity options through Fare Capping
- Reduces investment in smart card fare media
- Provides seamless access to transit for visitors

Main features

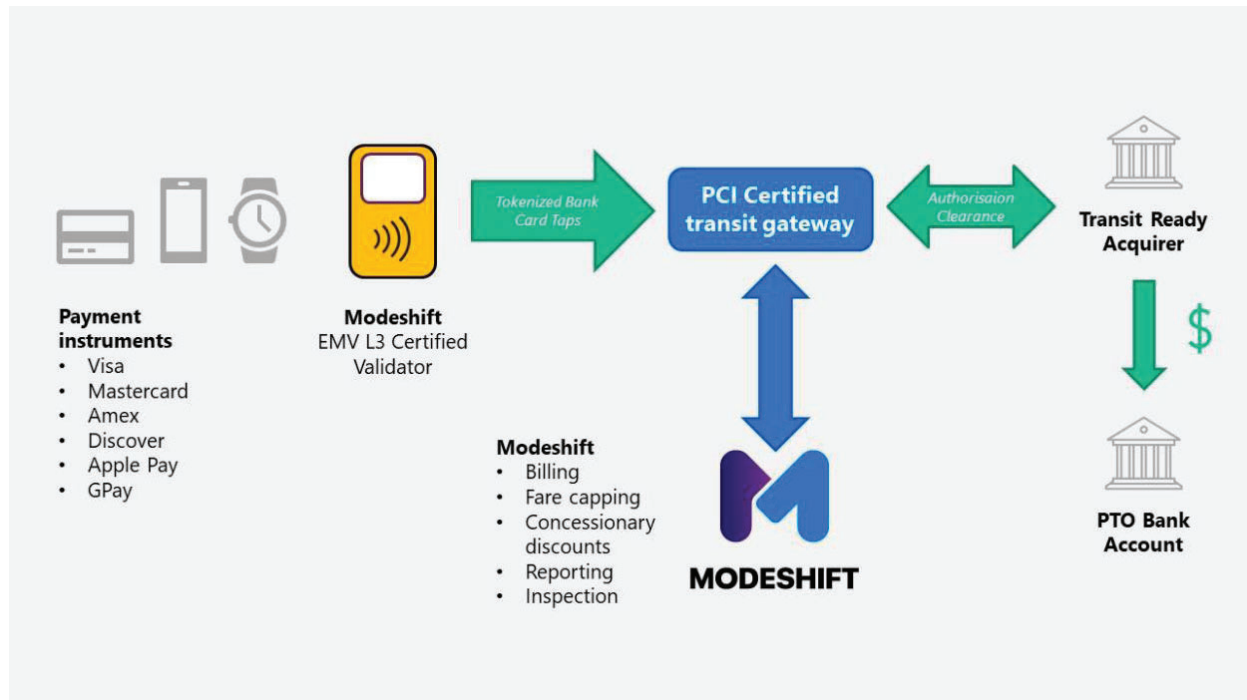
- Accepts contactless transit payments with EMV® bank credit and debit cards in the vehicles. Visa, MasterCard, Apple Pay, and Google Pay cards are supported. Amex and Discover can be added depending on the demand
- Secure - works according to the Visa and Mastercard mass transit regulations; PCI/DSS

41

compliant; EMV Level 1, 2, and 3 certified system

- Reliable – transactions happen offline as specified by Visa and Mastercard
- Fixed and flexible fares based on capping and aggregation
- Concessionary discounts (discounted or free fares)
- Decreased boarding time - the process takes less than 0.5 seconds
- Reliable infrastructure: transactions happen offline as specified by Visa and Mastercard
- Integrated with our account-based ticketing: fixed and flexible fares based on capping and aggregation; bank cards can be used for monthly passes and concessionary discounts
- Detailed analytics on transactions, sales, and riders' flow
- Self-service portal allowing the riders to check their transactions and trips
- Service desk for handling block lists and other rider support cases
- Fraud monitoring and prevention
- Fare inspection terminals (if required)
- Mobile phones and smart watches with Apple Pay and Google Pay are also Available as EMV payment options

13 System Architecture (open payment processing)



Processing bank cards in vehicles

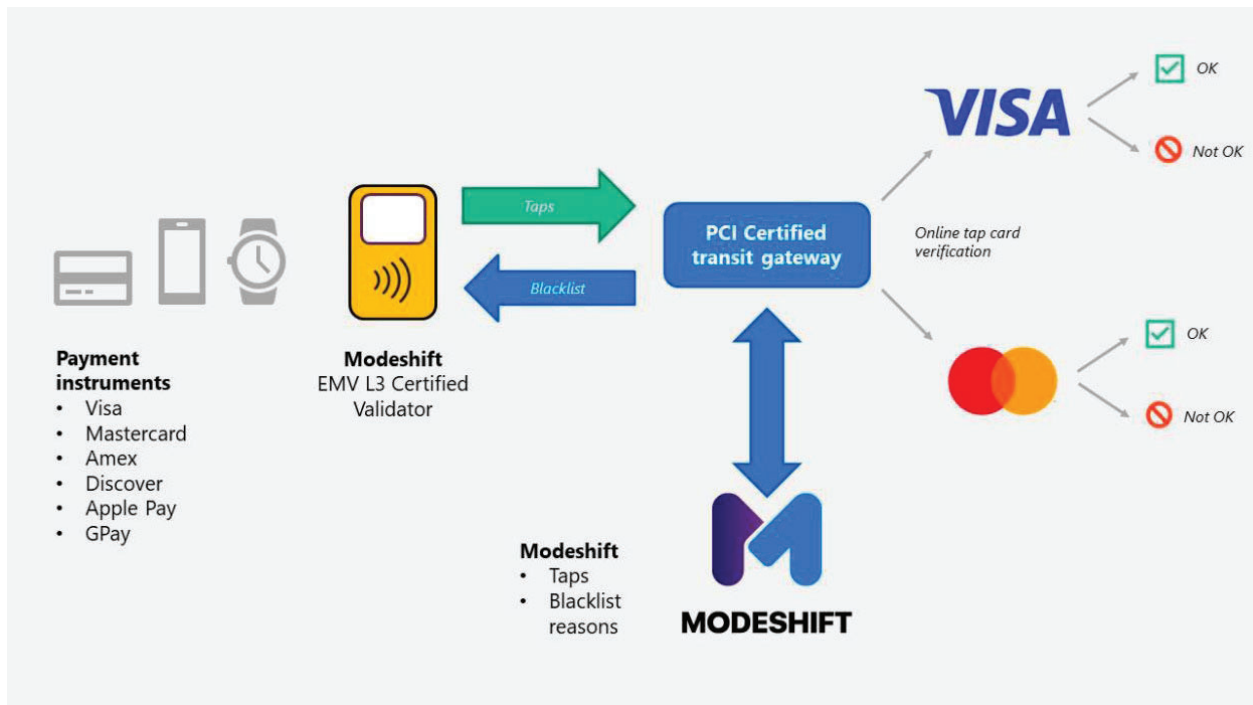
On the vehicles, cards are validated only against information Available offline. The validator will perform the following steps:

1. Check if card is issued by approved card association (Offline Data Authentication)
2. Check if card is not blocked or stolen (Against block list in terminal)

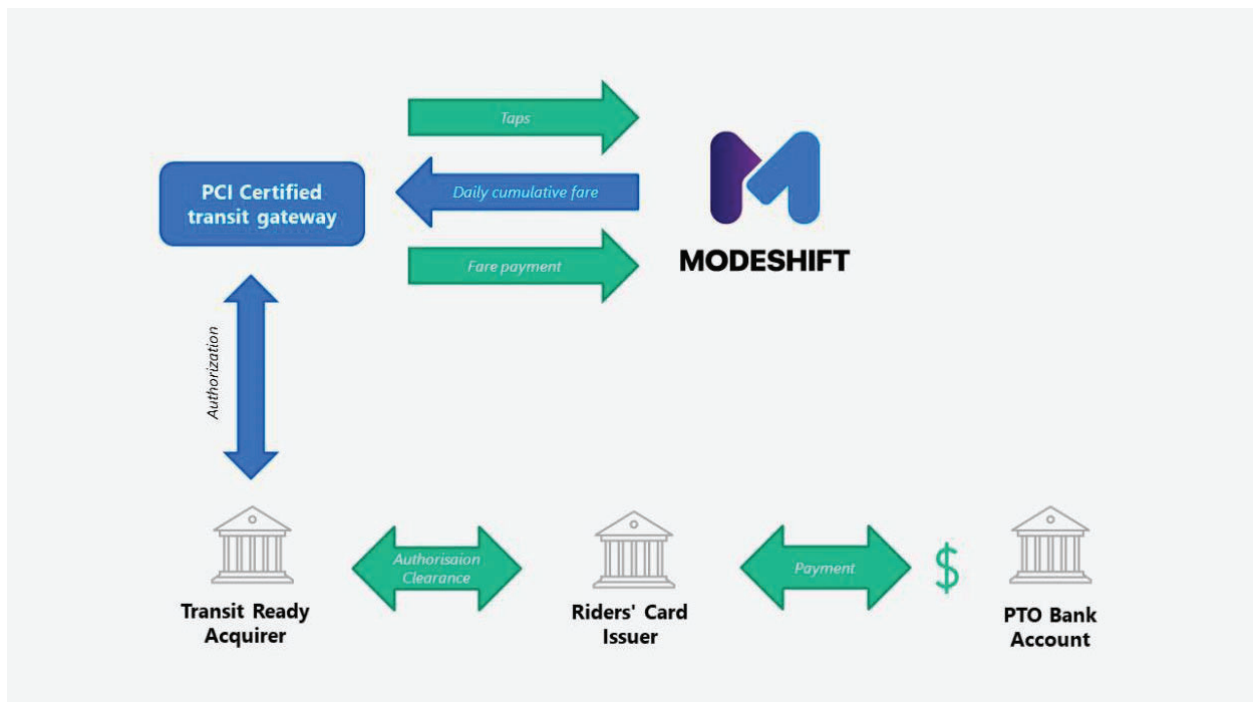
After the card is processed in the validator, an offline transaction is created. Transactions are then sent to the PCI/DSS transit payment gateway for additional processing.

Fare Risk Management

Every few minutes the taps are synchronized with the payment gateway following card schema authorization protocol (AVR for Visa, pre-authorization for Mastercard).



End of the day clearance and successful payment process



Risk Management

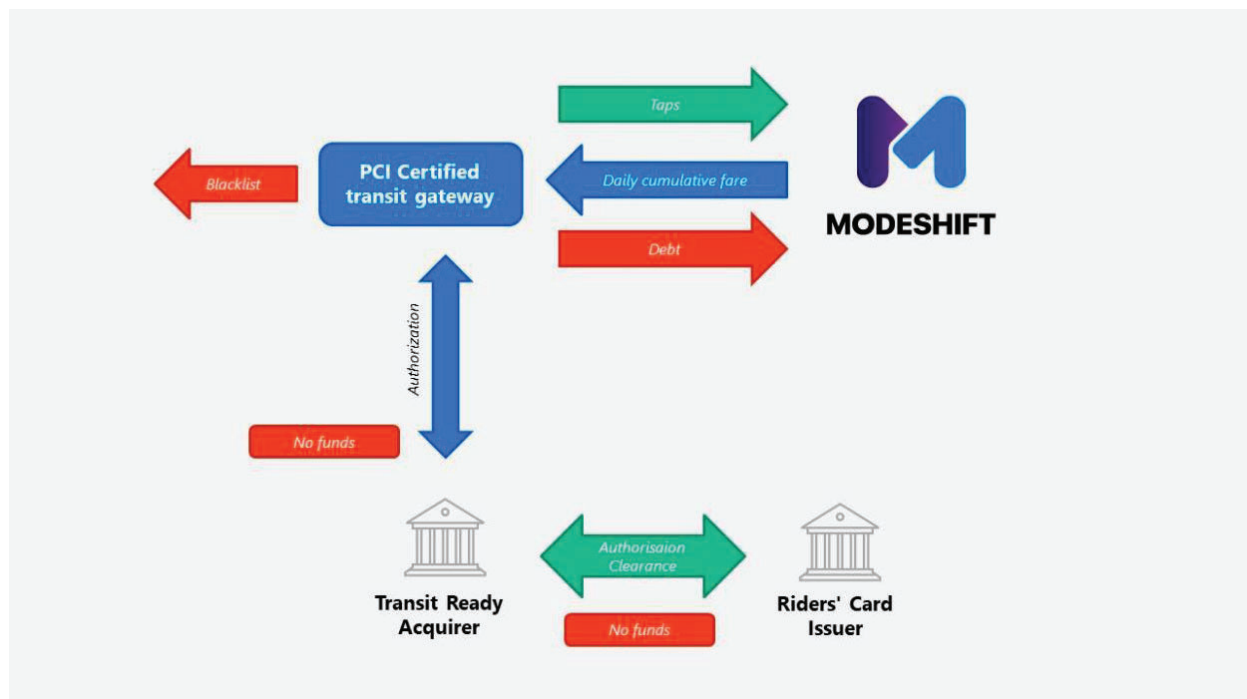
Cards used in the system for the first time are verified with the issuer as soon as possible. If the verification fails, this means that the card was lost, stolen, or has insufficient funds. In these cases, cards are immediately block-listed to prevent further use.

Block-list functionality

The block list is generated based on the performed authorizations.

Cards can be block-listed for the following major reasons:

- Cards that are refused due to a loss or theft are block-listed for one month
- Cards that are refused due to the lack of funds are block-listed until a successful debt recovery process. Modeshift's system allows the removal of cards from the block lists.
- Cards that are block-listed for over 24 hours will be verified for Availability of funds through an authorization request. If there are funds Available for the card, it will be removed from the blacklist



PCI DSS Standards compliance

The system complies with the requirements mandated by the PCI DSS standards:

- Offline transactions saved in the terminal are encrypted
- Tokens generated by the terminal for transit systems are secure enough and do not allow reverse engineering of the card's PAN (primary account number)
- All data distributed between the validator terminals, payment gateway, and acquirers are encrypted with strong cryptographic algorithms, and it is guaranteed that the cryptographic keys cannot be accessed by external systems

- Modeshift has no access to the cardholder data. The data that is transferred between the payment gateway and Modeshift is tokenized and without the cardholder's data.
- The authorization, clearance, and payment processes fully comply with the card scheme requirements for transit transaction processing.

Merchant of record

The City of Decatur will be the merchant of record.

14 Hardware installation

Modeshift has an in-house team dedicated to managing installations of the devices. The team is based in South Central, PA. At the same location is Modeshift's warehouse where validators are ready to be shipped for replacements or new fleet deployments.

The hardware deployment of a project begins with a site assessment to determine parts, availability, and scheduling.

Installation or replacement is modular as the three components of the hardware are the wiring, the smart switch, and the validator.

The validators are lightweight and attached to the dashboard or stanchion bar of the vehicle via a RAM-Mount. Usual cabling routes for the validators run underneath the dashboard and up to the driver archway. Modeshift's auto-sensing Smart Switch receives fused power from the bus while providing regulated power to the validator. Modeshift is familiar with installation in all 12V and 24V systems and has extensive experience with all popular transit vehicles in the US.

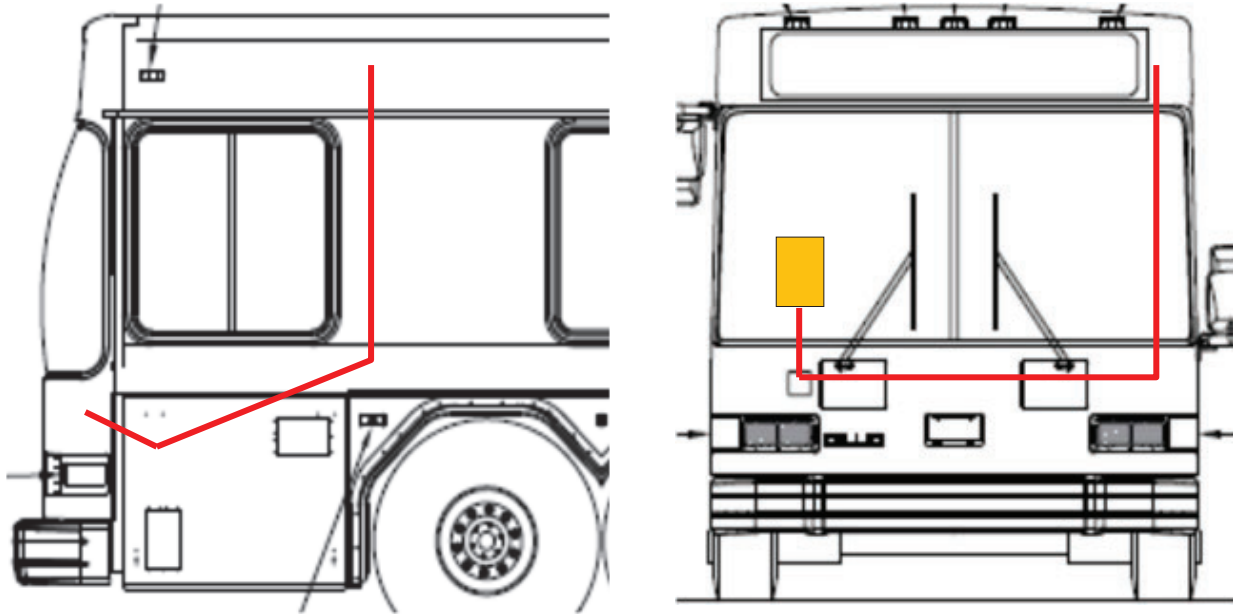
The team provides training for the mechanical and maintenance staff on how to troubleshoot and replace devices if needed. A road call for a nonfunctional validator is a rare occasion and can be replaced without taking the vehicle off the road.

Bus cable routing diagram

Front Cabling Route

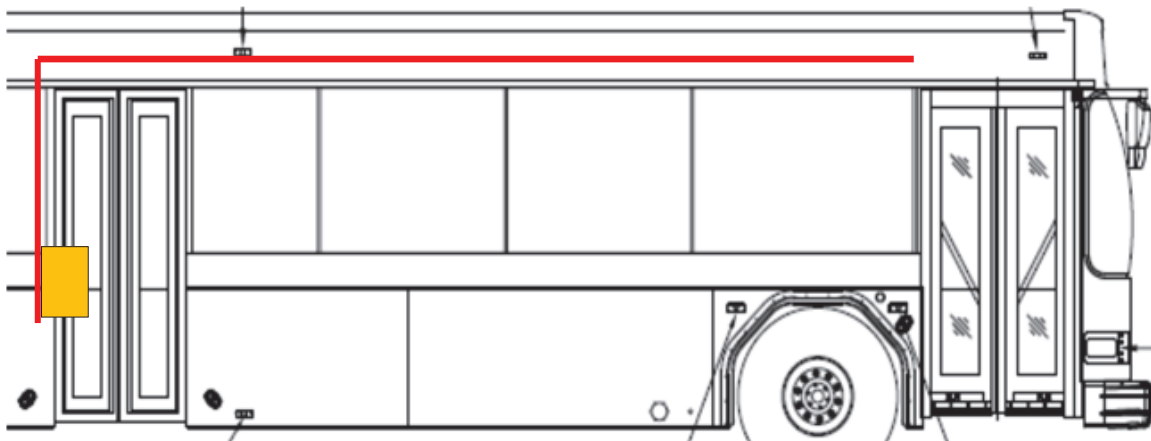
1. Cabling to the front validator runs up from the communications box.
2. Down the wall behind the driver (this panel may need to be removed)

3. Underneath the dashboard and up through the drilled hole with a grommet to connect to the validator.



Rear Cabling Route (if applicable)

1. Cabling to the rear validator runs along the baseboard to the left of the rear steps
2. Up through the existing conduit
3. Into the top air channel at the top of the bus
4. Down the air duct to the main electrical panel then across and down into the comms box
(Any exposed cable will be covered with wire loom and secured with clamps)



The video below describes the installations of two hundred validators at SCTA. Scan the QR code or follow the link provided below to watch it.



<https://www.youtube.com/watch?v=RuGuLCr3-DY>



Modeshift validators are connected to the internet with an included SIM card with data plan. RJ45 and Wi-Fi are also options when specific requirements are met. In most cases Modeshift delivers the validators ready to work once connected to power.

Modeshift Validator Technical Specifications

- NFC Reader – ISO 14443, MIFARE, Optional - IDTECH KIOSK V EMV L1, L2
- QR code optical reader
- Touch screen with both visual and audio signals
- Multi-lingual support for the user interface
- 3G/4G connectivity
- Exterior Dimensions: Height 11.22," Depth 3.74," Width 6.61"

- Display: 5 inch (1280 x 720)
- Operating Temperature Range: -4°F to 122°F
- Storage Temperature Range: -13°F to 140°F
- Power Source: DC 12-40V



15 Compliance to the City of Decatur Requirements

A. General System Requirements		
1.	The Vendor shall provide a Mobile Ticketing System ('System') that consists of a Mobile Ticketing Application ('App'), a system administration website ('Admin Website'), and all backend systems, services, and communications to support the functionality described as part of the requirements	Comply - Modeshift provides an end-to-end fare collection solution
2.	The Vendor shall manage the certification, release, and maintenance of the mobile ticketing applications on each operating system's respective application store;	Comply
3.	The System shall have the ability to handle a high volume of customers downloading or using the app at any given time. This would include special events. Vendor must specify if there are any limitations on simultaneous app access;	Comply - Modeshift system architecture is scalable by design
4.	The System and all user-facing components shall meet all current ADA guidelines for web and mobile accessibility, including built-in features on customer devices;	Comply

5.	The System shall allow offline usage of the app when devices are not connected to a network, including offline activation for tickets on the device;	Comply - Modeshift system operates in offline mode without losing any data
6.	All payment processing and data storage for the System shall be Payment Card Industry Data Security Standard (PCI DSS) compliant;	Comply
7.	The Vendor shall monitor the system for security threats and notify City immediately in the event of suspected breach of customer or agency data;	Comply
8.	The System shall support any new OS version within 5 weeks of release;	Comply
9.	The System shall provide back-end metrics, performance monitoring and reporting tools.	Comply
10.	The System shall be able to store tickets on the cloud and on device to ensure validation in offline mode; and	Comply
11.	The System shall allow account or payment information to be stored in customer account for future purchases.	Comply

B. Basic App Functionality

1.	The App shall stay up to date to operate on the latest versions of Google's Android and Apple's iOS;	Comply - Modeshift provides an end-to-end fare collection solution
2.	The App shall be backward compatible with at a minimum, the most current and previous two major released versions of the Android and iOS operating systems at any time;	Comply
3.	The App shall provide a simple, fast, and user-friendly interface for creating customer accounts, entering payment information, purchasing, and activating a ticket;	Comply - Modeshift system architecture is scalable by design
4.	The App shall allow users to purchase single and multiple ride tickets and other periodic passes, including base Cityfare, senior fare discount, and monthly City Pass;	Comply
5.	The System shall be capable of supporting rolling passes (e.g., good for a specific number of days following activation);	Comply - Modeshift system operates in offline mode without losing any data
6.	The App shall allow users to purchase a ticket without creating an account;	Comply
7.	The App shall support multiple payment options including credit cards, debit cards, pre-paid debit cards and mobile payment options like Apple Pay, Google Pay and PayPal;	Comply

8.	The App shall allow users to purchase a single or multiple tickets in a single transaction;	Comply
9.	Users shall be able to split payment of a single transaction between multiple payment options;	Comply
10.	The App shall allow users to purchase a circuit breaker card when approved;	Comply
11.	The App shall clearly indicate to the user the status of their tickets and fare products, whether purchased, activated, or expired;	Comply

C. Validation		
1.	The App shall require users to activate tickets or fare products prior to usage. Ticket validity will be based on fare product duration and other City defined rules;	Comply
2.	The App shall be designed to enable quick and easy visual inspection by the City's personnel to determine ticket validity;	Comply
3.	The App shall enable users to indicate recently activated products easily and clearly in a proof-of-payment environment;	Comply
4.	The App and fare products shall be designed with security features to enable security of accounts and avoid fare evasion;	Comply
5.	The App shall provide features to help users identify expired tickets;	Comply
6.	The App shall provide the capability to have multiple tickets simultaneously active (e.g., for a user traveling with family/friends) and enable fare inspectors to visually inspect each active ticket;	Comply - Modeshift also supports multiple boarding mode where the owner of the account selects the number of riders that will be boarding – "The buddy button"
7.	The System shall support onboard electronic validation (NFC, Bluetooth, QR Code) with mobile or fixed fare validation devices.	Comply
8.	The Vendor's System roadmap shall include the implementation of "contactless" payment within 90 days start date.	Comply

D. Fare Products		
1.	City shall be able to add or remove fare products in “real time;”	Comply
2.	City shall be able to manage/restrict access to fare products for certain users based on eligibility rules set by the City;	Comply
3.	City shall be able to configure discounted and special fares to selected users like Senior/Disabled/Medicare (SDM), students or youth products;	Comply
4.	The System shall provide features to ensure accountability and protection against fare evasion by non-qualified customers;	Comply
5.	The System shall support event specific promotional fares to be added to the ticket offering;	Comply
6.	The System shall provide features to support discounts on fares offered by businesses;	Comply
7.	The System shall provide capability to sell tickets bundled with third-party event passes; and	Comply
8.	The App fare products shall be presented using City-specific branding.	Comply

E. Trip Planning		
1.	The App shall provide the ability to plan a transit trip and purchase corresponding fare products	Comply
2.	The System shall be capable of importing the City’s GTFS schedule data.	Comply
3.	The System shall include a service to regularly import the City GTFS-real-time trip updates, vehicle positions, and service alerts data feeds. The service shall import the data at least every 15 seconds.	Comply
4.	The App shall be able to provide real-time updates on arrival/departure times based on City’s GTFS and GTFS-real-time feeds and the user’s current location	Comply

F. Administration		
1.	The Admin Website shall enable the City to manage the System, including user account management, fare product management, report management, and system monitoring;	Comply - Modeshift provides full, unrestricted access to all system modules and components
2.	The Vendor shall handle financial reconciliation and provide summary and detailed reports supporting sales and usage data;	Comply

3.	The System shall provide ability for the City to push notices, surveys, alerts, and advisories to users;	Comply
4.	The Vendor shall provide an interface to both raw and summary transaction data for financial reconciliation;	Comply
5.	The System data must reconcile to the settled amount within 99.99% accuracy	Comply
6.	The Admin Website shall provide web-based functionality and shall support financial reporting;	Comply
7.	The Admin Website shall provide reports on transaction, usage, and settlement data. These reports shall be made Available online for retrieval, review, printing and exporting in Excel, CSV, and PDF formats;	Comply
8.	The Admin Website reports shall be always accessible to City.	Comply
9.	The Admin Website shall provide for monitoring real-time ticket sales and activations.	Comply
10.	The sales and usage reports shall include the following data: 1. Sales amount paid by the customer 2. Sales amount to be rendered to City 3. Fare product purchased, including variants 4. Unique ID for instance of each product 5. Date and time of purchase 6. Location of purchase, if possible 7. Unique ID transaction 8. Usage or activation reports including activation locations where possible	Comply
11.	The System's database and data archives shall provide a scalable architecture to allow expansion to include multiple agencies in the region with separation of administration, reporting, and access to customer data by City.	Comply

G. Customer Service

1.	The System shall allow authorized users to view customer usage history.	Comply - Modeshift provides full, unrestricted access to all system modules and components
2.	The System shall provide authorized users with access to customer transaction records for troubleshooting, problem identification and resolution, account information updates and fare product purchases, transfers, and cancellations.	Comply

3.	The System shall allow authorized users to reload trips to provide ride reimbursement as a goodwill gesture to resolve a problem.	Comply
4.	The System shall allow authorized users to reverse customer purchases and offer refunds.	Comply
5.	The system shall allow customer to move tickets to a new device, with the system invalidating the corresponding tickets on old devices.	Comply
6.	The App shall provide the ability to collect and report customer feedback – both compliments and complaints – in a user-friendly manner including specific details on journey experience, and customer feedback on the mobile ticketing Application	Comply
7.	The Vendor shall have the ability to provide technical support for issues that City staff are not authorized or able to handle.	Comply
8	If the Vendor is proposing to provide end-user support themselves, we request they: List the number of staff members they employ for end-user support.	Comply - Modeshift will provide the list
9	The System shall include hosting of a customer-facing website to enable: - Account registration - Transfer tickets to a new mobile device - Payment credential registration - Transfer inactivated tickets to new mobile devices - Buy tickets and products - Review payment usage history - Provide customer feedback	Comply
10	List the names of any Vendors they use for end-user support, as well as the number of support staff they have Contracted to have. Provide a statement on why their model will meet City's needs, including explaining how they will handle the inevitable customer calls dealing with non-mobile ticketing questions (e.g., bus arrival times, service complaints, etc.).	Modeshift can partner with reputable and experienced contact centers that specialize in public transit to support the City of Decatur.

H. Institutional Functional Mobility		
1.	The System shall enable City designated institutional partners (e.g., high schools, colleges, social service organizations) to manage the provision of electronic fare products to select user accounts.	Comply
2.	The Vendor shall describe the ability of the system's Institutional Partner functionality, including: • Institutional Partner self-service capability and user experience with fare product management, reporting, and invoicing. • City self-service capabilities and user experience for managing the Institutional Partners, including ongoing partner management, reporting, invoicing, and analytics.	Comply

I. Marketing / Advertising		
1.	The Vendor will actively support an extensive, multi-faceted marketing campaign designed to maximize customer awareness of the app and increase adoption rate. The campaign will include digital, print, event-based, media outreach, and other non- traditional marketing tactics.	Comply - description of all activities is provided in the Marketing section

J. Vendor Planning and Implementation		
1.	Support pre-launch planning and implementation of service by providing: • Training and training materials for instructors, operators, and customer service staff (Proposer should indicate level and duration of training sessions) • Up-to-date User Manuals • Implementation planning guides and/or system testing checklists • Pre-launch set up services	Comply - description of all activities is provided in the Technical Approach / Work Plan section

K. Technical Information Supplied by Vendor		
	Description of how performance data is stored (trip level desired)	The system supports data granularity. Please refer to section "Reporting"

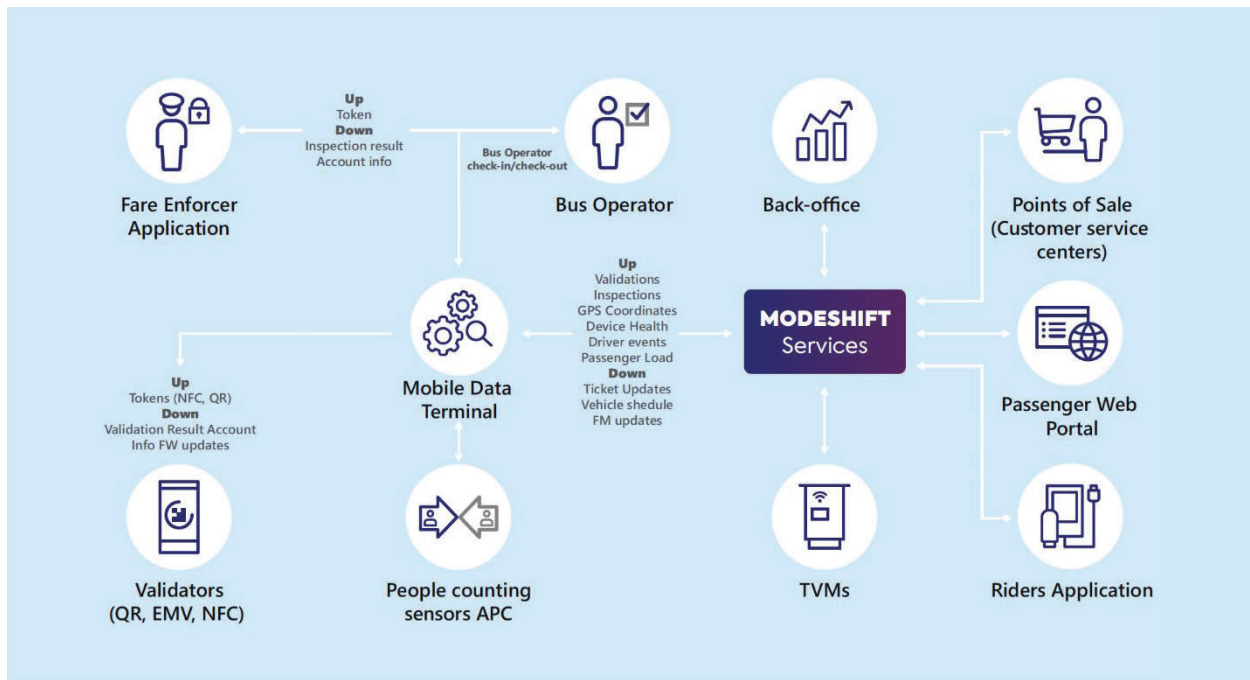
Overview of system requirements needed to implement solution	No specific requirements, the system is Cloud-based and requires only standard computers with browsers and internet connection.
Proposed network architecture overview (backup and disaster recovery strategies including datacenter redundancy and disaster recovery plans)	Please refer to section "System architecture"
Proposed licenses required (if any) for all hardware/software proposed	No additional licenses required. Everything is included in the price. Please refer to section "System description" and "Price proposal"
Description of warranty plan	Please refer to section "Warranty and Repairs"
Capacity of data system	Unlimited, please refer to section "Cloud Services"
Ownership of data – (City shall own all data generated)	City is the owner of the data
Description/copy of Service Level Agreement	Please see SLA Section
Proposed solution shall be scalable to meet agency needs for no less than five (5) years	Modeshift system is fully capable to support City for 5 years and beyond
Pre-Payment 5 years of yearly subscription fees and yearly maintenance costs	Modeshift provides flexible payment options including pre-payment. Please refer to section "Price proposal"
Implement a Grading System	Modeshift will work with the City to define the criteria and grading system
Services to include thirty-eight vehicles including but not limited to heavy duty and light duty vehicles.	The Modeshift system is versatile and can be utilized on all types of transit vehicles.
Option to amend services to expand Contract when additional vehicles are added	Comply
Option to transfer services from old to new bus or paratransit as the new vehicles arrive	Comply. Adding new/replacing vehicles is easy and does not require specific skills.

16 Security and Compliance

Secure by design

Modeshift's Smart platform is a MaaS system running on the Microsoft Azure cloud which guarantees the highest level of security and regulatory compliance. The system is designed according to the Microsoft Azure Well-Architected Framework. All system critical operations such as updates, backups, reporting, and monitoring are 100% automated. There is 24/7 monitoring of all business-critical processes. The security of the data is guaranteed using WAF (web-application firewall) and protection against DDOS (distributed denial of service) attacks.

The solution architecture has been audited by Microsoft Solution Architects.



Security Requirements

Modeshift takes all measures possible to ensure the security of the platform. From the design and architecture to backend credentials to the app itself. Modeshift's platform runs on Microsoft Azure which is certified according to the highest possible security standards possible.

Microsoft's team has vetted and reviewed the platform to ensure its security and safety. For more information on the guidelines and processes from Microsoft's hosting platform please see the link below.

<https://docs.microsoft.com/en-us/microsoft-365/compliance/offering-home?view=o365-worldwide>

Further, the system is implemented according to the CSA (Cloud Security Alliance) guidance.

Namely the system implements the following rules:

1. Data in transit is protected - in place is Distributed Denial of Service (DDoS) Attacks protection provided by Microsoft Azure. All endpoints and communication are encrypted using TLS. All API requests require user authorization and follow OAuth. User data and authentication are managed with Azure Active Directory.
2. Data center security - the solution runs on Azure that covers the following certifications: <https://www.microsoft.com/trustcenter/compliance/complianceofferings>
3. All electronic data is stored in Azure SQL Databases or Azure Storage - based on the type of data. These services are secured following all recommended procedures from Microsoft. Employees have access to these systems based on the principle of least privilege - they have only enough access to perform the required job. All access to tenant data and information are logged and can be audited. There are different privilege levels in the system.
4. Modeshift has a clear incident response and patching system in place to remedy and publicly reported issues.
5. There is no shared tenancy.

Payment processing and PCI compliance

Modeshift leverages third party PCI-DSS certified payment solutions. Currently the system supports integration with Braintree by PayPal, Elavon and Fiserv. Depending on the requirements of the customer the system can be easily integrated with a different processor or acquirer.

During the payment process no cardholder data is being processed or stored by Modeshift. The system relies on tokenization. Upon authorization a unique token is generated by the payment processor and is stored in Modeshift's environment. Tokens are card based, which means that the system will have the same token every time the same card is used. Tokens have no direct relationship with the data they replace. Based on these tokens the system can match payments to accounts and allows inspection and reporting.

Disaster Recovery

For the Modeshift business and platform, it is imperative that services are operational 24x7, 365 days a year as it is pivotal for business continuity, customer service, and revenue collection. Modeshift's disaster recovery (DR) strategy and planning aim to cover three principal areas: Prevention, Anticipation, and Mitigation.

- Prevention is the act of avoiding those disasters that can be prevented
- Anticipation is to plan and develop adequate measures to counter unavoidable disasters
- Mitigation is effectively managing the disasters, and thereby minimize the negative impact

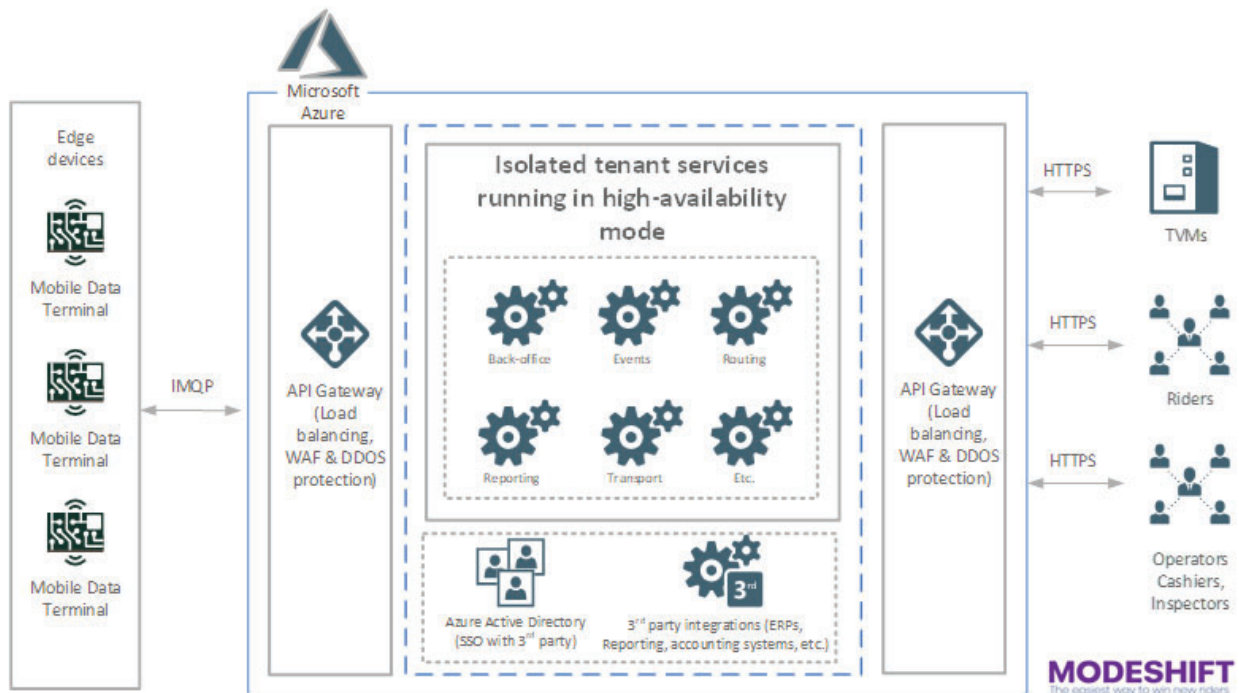
Azure, the preferred public cloud service provided by Modeshift, is not only equipped with DR-readiness and DR management capabilities but also operates under a shared responsibility model. This means that while Microsoft Azure takes charge of their physical infrastructure, applications, and security measures, it is Modeshift's responsibility to oversee the development and maintenance of everything built on the foundation of Microsoft Azure's resources and services. As a result, Modeshift retains control over the implementation designed to safeguard content, data, platform, applications, systems, and networks.

The objectives of Modeshift's DR strategy and planning are:

1. Assess and reduce overall risk
2. Prioritize processes and operations
3. Data collection & detailed asset inventory
4. Prescriptive techniques and procedures for Azure based applications and resources
5. DR plan that includes runbooks, blueprints, codified templates, and infrastructure as code
6. Deploy and configure DR region
7. Activate a DR Team
8. DR plan testing
9. Data backup planning
10. DR scenarios

Modeshift maintains fully automated and codified infrastructure which is tested daily. This guarantees that in case of disaster the entire system can be restored in another Microsoft Azure Region.

Platform architecture



Modeshift platform is built to support multi-tenant applications. All tenants' resources are isolated and can scale both horizontally and vertically to support the specific needs of the customers.

To secure communication with the underlying resources from the system use Microsoft Application Gateway. It is a feature rich load balancer and provides DDOS attack (distributed denial of service) protection combined with WAF (web application firewall) that covers the rules of OWASP v3.1. All the communication client devices are secured via TLS.

Client applications are hosted in Microsoft Azure Service Fabric Cluster as microservices which represent all tenant functionality and provide high Availability and scalability. Azure Service Fabric is bullet proof technology used by Microsoft for services like Office 365 and Dynamics.

All data is saved in Azure SQL Databases which are also isolated per tenant. Azure SQL databases provide 99.99% SLA.

Azure Service Bus is used to provide reliable and scalable communication with all field devices using AMQP over TLS.

The system works in high-Availability mode, all services are replicated at least two times.

All remote terminal devices support over-the-air updates. Azure Application Insights is used to

actively monitor tenant applications so they can perform without downtimes in high load scenarios and avoid all kinds of disruptions of service.

There are automated tests and health checks that constantly validate if critical business logic is operational. Covered are all business-critical processes like payments, validation, vehicle tracking and routing.

17 Marketing support

Modeshift has an in-house marketing team to coordinate both the marketing and the branding of the app and platform. Modeshift's marketing team will consult with the City to build the brand. They will configure logos, colors, styles, and more to create a platform that the City is proud of, and the riders will trust.



Modeshift works with the agency not only on the app look and feel, but on all marketing materials. Modeshift can help create pamphlets, handouts, bus stop posters, decals for the vehicles, and more. Proper marketing of the service is crucial to the success of an electronic fare collection platform. A rider must enjoy an A+ experience with the system otherwise they will be hesitant to try again.

Due to a successful marketing effort and acceptable system performance after Modeshift launched the SCTA 2021 Pilot Project, the agency saw a 25% mobile utilization and 98% Modeshift utilization in the first month! (At the end of 2022, the adoption is already 97% of riders using Modeshift, 47% using the mobile app and only 3% are paying with cash on the bus).

Modeshift also helps with digital campaigns to boost awareness from the press and social media! Our team helps put out over a dozen articles per launch, not including social media! The Modeshift marketing team is the agency's new tech marketing team and should be viewed as a resource and extension of the team.

Brochure and explainer video





Here is a sample set of marketing materials coming out of the box with Modeshift system:

- “How To” Brochures/leaflets to help riders familiarize with the new system
- Wall decals – on board and on bus shelters – QR codes to download the app
- Web portal for riders to plan a trip and purchase tickets/passes
<https://portal.redrosetransit.com/>
- Landing page on existing website to promote the new fare collection
<https://www.redrosetransit.com/gomobile>.
- Press releases – we work with a PR firm to help us spread the word about new deployments like this one
- Social media visuals/graphics/posts
- Design of smart cards
- Design of new logo for the electronic fare collection (if you are interested)
- Promotional explainer video for every mobile application

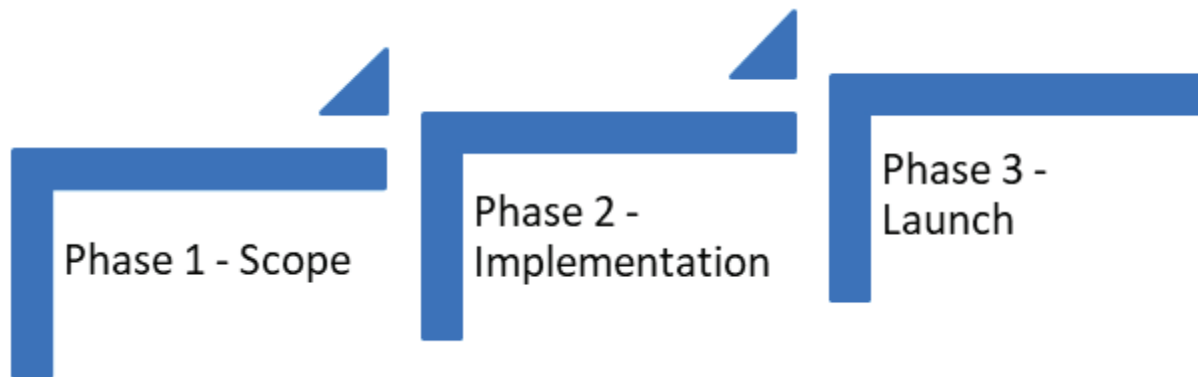
Technical Approach / Work Plan

18 Technical Approach / Work Plan

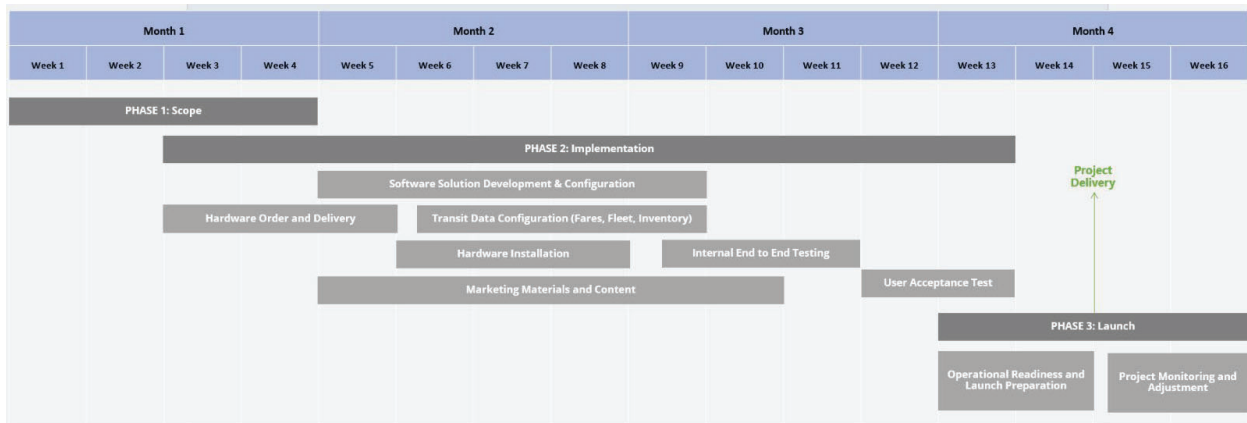
Modeshift can complete the development and installation of the proposed solution within four months, if there are no delays with integration partners, or information to be received from the City of Decatur. Modeshift has created below a draft of the project timeline with a projected GO-Live late March 2024.

The project will be split up into two segments, the first being the development and deployment of the Closed loop system and the second phase is the continued development and deployment of the Open loop segment of this RFP. The closed loop segment of this RFP is expected to be fully launched with 90 days of a notice to proceed, while the Open loop segment is expected to be fully launched within 6 – 8 months after a notice to proceed has been given.

The Implementation plan can be condensed in the following three phases:



High Level Implementation Plan



Detailed Closed loop Implementation Plan

Phase 1 Scope: In this stage, different workshops will be organized between key stakeholders from the client side and delivery and product teams to gather information about the operational processes, configurations, and if an additional implementation is needed for the project. A set of documents will be requested in terms of fare policy, GTFS/AVL data, inventory lists, client's accounts for the Backoffice, information about the mobile app, and marketing campaigns such as logos, names, and colors.

Newly identified functionality requiring development will be reviewed, scoped, estimated, and planned separately from initial scope and timeline.

Contract Award Recommendation Date – **November 7, 2023**

Notice to Proceed Received – **November 14, 2023**

Initial Meeting Scheduled – ***week of November 21st*** – Modeshift will organize a meeting with the City's representatives, during this meeting we will introduce the Modeshift team and their responsibilities, define the delivery process and the next steps.

November 27th – December 22nd we will organize product workshops to define project scope, set up regular meetings and provide a checklist with the initial requirements for the system setup.

Phase 2 Implementation: Once the expectations and success criteria are clear, Modeshift will proceed with the Implementation phase. It follows an agile approach with bi-weekly iterations resulting in a functional demo (if needed). Weekly status updates between all stakeholders, Q&A discussions, and of course, feedback. Hardware installation, setup, and testing, payment merchant processing setup. During this phase some of the noticeable steps involved in the process are but not limited to:

- Software Solution development & configuration – This duty will be conducted by our team of software developers overseen by ***Pavel Iliev***
- Ordering hardware and installation - This duty will be conducted ***Paul Avery***
- Transit Data Configuration (Fares, Fleet, Inventory) - This duty will be conducted by our team of software developers overseen by ***Dobrin Tinchev***
- Internal End to End testing - This duty will be conducted by our team of software developers overseen by ***Dobrin Tinchev***
- User Acceptance testing - This duty will be conducted by our team of software developers overseen by ***Dobrin Tinchev***
- Creation of Marketing Materials and Content - This duty will be conducted by our team of marketing associates overseen by ***Konstantin Spasov***

19 User Acceptance & Testing plan

Modeshift will provide detailed system acceptance plans that cover the following:

System functionality tests

Tests of the integrated payment provider for the system as well as tests for the functionalities of the POS module.

Each fare policy will be tested inside a vehicle with the diverse types of media - NFC cards, paper QR codes, and mobile app. Diverse types of transfers will also be tested to confirm the transfer policy of the operator.

The results will be confirmed in the reporting module of the system.

System end-to-end testing

Modeshift is a SaaS (software as a service) running in the Azure cloud. The development team follows a strict process of test automation. All the functionalities of the product are covered with diverse types of tests to guarantee the correct work of the system. These tests are constantly executed and monitored.

To ensure that the product fits client requirements we will assist in performing an end-to-end test on-site that involves:

- purchase of a ticket and/or pass
- plan a trip using an app or have it planned prior to the test.
- perform a ride with vehicle - scan the fare media.
- do a transfer ride.
- validate all the data from the purchase and the ride in the back office and reporting tool.

Phase 3 Launch: The estimated GO-Live date for the project based on the current requirements outlined is March **2024**. The final launch phase of project delivery includes the following main activities: testing, training, acceptance, and final release of the system. A launch plan outlining steps to release project solution will be provided after acceptance approval by both parties. By proactively monitoring the system, Modeshift's team will be providing a consistent and appropriate status report and be able to update interested stakeholders about any changes and opportunities. Modeshift will also train staff to properly utilize the backend features and assist during launch to oversee any issues and make the necessary adjustments.

Our team will be there every step of the way to train and re-train employees and make any

necessary adjustment to the system so that the City of Decatur seems fit for a successful software launch and ensure that our solution meets the needs of the City.

20 Training Plan

The training phase of the project is very crucial as it forms the basis for staff to understand the key components of our solution, how they work, how to use them (including basic troubleshooting), and understanding how any integration within the software will function. After resolving any issues raised during the integration testing, Modeshift will set up training with staff either in person or virtually. This will include all the requisite knowledge required to operate the service daily as well as providing training documentation walking through support interfaces and all other technical aspects of our system.

The training that will be provided will train system administrators on all aspects of the back-end dashboard, such as, but not limited to:

- How configuration changes work in the system, including updates to the routes, fare/pricing, and referral/coupon codes.
- How to use and interpret the dashboards and what the system capabilities are.

While we always strive to provide in-person training, we recognize that this may not be possible during the ongoing pandemic. Our team has an amazing record of accomplishment in providing virtual training that will still allow your staff to fully understand the system.

The number of staff to be trained is at the City's discretion; however, we recommend training all staff that will be directly involved in the day-to-day operation of the system. Initially, we provide 10 – 12 hours of training via Zoom or Microsoft teams. Our account manager will conduct follow-up one-on-one training at any time (Scheduled upon reasonable notice) for any staff member that the City needs.

We have attached a more detailed training Plan. Please see appendix A.

Anticipated Challenges

The most common challenge Modeshift runs into during the implementation process is uncovering information after a few weeks into the implementation process. While in most situations Modeshift can still meet its timelines it is important for the City of Decatur to highlight as many details as possible during the initial "Project Expectations" and "Collection of Key Details" phases. During these phases, Modeshift asks about key reports used by the team and ensures that everyone is in line with what Modeshift will be delivering and the process for putting everything in place. If there is something that comes to the City's attention later in the implementation Modeshift asks that the City bring it to our attention as soon as possible to reduce the likelihood

of delays. Luckily, Modeshift has done plenty of implementations to have learned the proper questions to ask and quickly recognize when key information is missing.

Risk Management

Risk #1	Probability - High	Impact - Medium
Description: Key City staff become over-utilized in multiple projects and cannot properly contribute to key phases, which may result in timeline extensions.	Mitigating Actions - Establishing a consistent and structured communication channel is essential for our project's success. To achieve this, we will proactively plan and schedule regular meetings involving both the City of Decatur and Modeshift team members. By crafting a well-defined schedule in advance, we ensure that the City is well-informed about the specific tasks identified in each project stage. This proactive approach allows the City to align their resources and ensure the availability of key staff members during crucial phases of the project, thus strengthening our project's overall execution.	

Risk #2	Probability- Low	Impact- Medium
Description: Changes to the City requirements that are not addressed or outlined by the system at time of implementation.	Mitigating Actions - Throughout the development stages, we will conduct multiple tests involving City employees to thoroughly validate that the app aligns with the requirements of this RFP. This rigorous testing process will also help us uncover any potential blind spots that might have escaped Modeshift's initial assessment. Additionally, we will establish a continuous series of follow-up meetings to ensure that the app consistently caters to the City's evolving needs,	

	maintaining a strong and enduring alignment between the app and their operational requirements.
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Quality Control Standards

We have undertaken an intensive internal quality control program to assure that professional standards are maintained in our work. This program is designed to provide reasonable assurance that our personnel will be competent, objective, and will exercise due professional care.

The Modeshift Team’s communication framework is set up to ensure value-driven results. We require our staff to prioritize their findings and discuss drafts of reports with the appropriate City management and staff prior to issuance.

We realize and appreciate that results and support cannot be “textbook” responses. We collaborate with our partners to assess and determine pragmatic recommendations based on cost-effectiveness, staffing and resource considerations, system limitations, and compliance considerations. This results in a collaborative effort to arrive at “real world” practical solutions and responses for executive management to consider and evaluate in managing IT risks.

Modeshift has priced the project to include all aspects of the scope of work and therefore, there is no surprise/hidden cost. If the City of Decatur would like to include different items in the project this may come at an additional cost.

Subcontractors

21 Subcontractors

Modeshift will be utilizing the implementation services of ESP. ESP is a certified DBE in the State of Illinois. Please see the required bid forms for further details of our DBE utilization.

References

22 References



South Central Transit Authority

"During this time of caution because of the virus, Modeshift provided us with a modern, efficient, touchless fare payment option for customers. Combining the product, with the customer service and step by step implementation team they provided helped make the integration of the system for customers and RRTA a win - win for all parties. Thanks, Modeshift!"

Greg Downing, Executive Director, South Central Transit Authority

gdowning@sctapa.com 45 Erick Road, Lancaster, PA 17601, 717-397-5612

[Watch video testimonial HERE >>](#)



Press releases: [Mass Transit](#) | [Intelligent Transport](#) | [Bus News](#)



Luzerne County Transportation Authority

"We're excited to implement this new mobile fare technology with Modeshift to simplify the ticketing process for our riders who rely on us every day. This new mobile ticketing technology eliminates the need to have the exact cash amount and offers our riders an opportunity to purchase a ticket directly from a mobile device or Smart Card linked to their debit or credit card without worrying about having the exact amount of cash on hand."

Robert Fiume, Executive Director, LCTA

rfiume@lctabus.com

315 Northampton

Street, Kingston, PA 18704

570-288-9356

Press releases: [Mass Transit](#) | [Smart Cities World](#) | [The Citizens' Voice](#)



Washington County Transportation Authority – Freedom Transit

"We are excited to partner with Modeshift, a leader in mobility management to improve our services for all our constituents."

***Sheila J. Gombita, Executive Director, Freedom
Transit***

sheila@freedom-transit.org

50 East Chestnut Street

Washington, PA 15301, 724-223-8747

Press releases: [Business Wire](#)



Santa Maria Regional Transit

"With the SMRTpay app, all local college students are automatically sent a bus pass upon enrollment. The mobility aspect is being taken care of with just one click so that students can focus on their education."

Gamaliel Anguiano, General Manager, Santa Maria Regional Transit

ganguiano@cityofsantamaria.org

1303 Fairway Drive

Santa Maria, CA 93455

(805) 928-5624

Press releases: [Mass Transit](#) | [Smart Cities World](#) | [Gov Tech](#)



MONROE TRANSIT SYSTEM

Monroe Transit System

"We're excited to provide a safer experience for riders and staff while improving the customer experience for booking and managing trips. Using Modeshift's technology, users will experience an intelligent transport system that makes booking and planning trips far easier."

Marc Keenan, General Manager,

marc.keenan@ci.monroe.la.us,

700 Washington Street

Monroe, LA 7120

318-329-2207

Press releases: [Mass Transit](#) | [Business Wire](#) | [Global FinTech Series](#)

Cost Proposal



Cost Proposal

City of Decatur Transportation Department - RFP Purchase and Implementation of Mobile Ticketing Fare Collection Software							
Modeshift, Inc. Cost Proposal							
Item	Description	# of Units	Unit Price (monthly)	Unit Price (Annual)	Monthly Fees	Annual Fees	Total Annual
Account Based Fare Collection	Mobile application Onboard validators Account based ticketing back office Software design, development, QA, testing, project management, and ongoing software and hardware support	38	\$ 300.00	\$ 3,600.00	\$ -	\$ -	\$ 136,800.00
Training	Hardware and Software Training	1	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Implementation (DBE subcontractor)	Two technicians for the installation of validators on fixed route buses	1	\$ -	\$ 25,230.00	\$ -	\$ -	\$ 25,230.00
Customer service center - Desktop workstation	Software and equipment: NFC reader, thermal printer and cash drawer	1	\$ 50.00	\$ 600.00	\$ -	\$ -	\$ 600.00
Smart cards (one time)	1,000 Smart cards	1000	included	\$ -	\$ -	\$ -	\$ -
Total cost year 1							\$ 167,630.00
Total cost year 2							\$ 140,835.00
Total cost year 3							\$ 144,355.88
Total cost year 4							\$ 147,964.77
Total cost year 5							\$ 151,663.89
TOTAL PROJECT COST							\$ 752,449.54

1. Five year upfront payment discount option - 15%

2. Annual inflation increase 2.5%

3. Mobile ticketing and Web portal transaction fees are passed through to the City and are not included in this price proposal. Modeshift assists customers in setting up their merchant processing accounts with the supported partner (Elavon). Anticipated cost for mobile ticketing and web portal fees (card not present, e-commerce transaction) with Elavon acquirer is 2.34% + \$.15 each transaction. For example for a \$1.50 ticket purchased from the mobile/web application the amount that will reach the City's bank account will be \$1.32

4. Cost related to vandalism and improper use are excluded

Forms

24 Required Forms

Please refer to Attachment A for the required forms for this procurement.

modeshift.com

CERTIFICATE 1

NON-COLLUSION AFFIDAVIT OF VENDOR

STATE OF Florida)
) SS.
COUNTY OF Miami-Dade)

Margaret Free, BEING FIRST DULY SWORN, says
that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of
Modeshift, Inc., the Bidder that has submitted the attached
bid;

2) He is fully informed respecting the preparation and contents of the attached bid and of all
pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or
agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in
connection with the Contract for which the attached bid has been submitted or to refrain from bidding in
connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or
collusion or communication or conference with any other bidder, firm or person to fix the price or prices
in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or
the bid price of any other bidder, or to secure through a collusion, conspiracy, connivance or unlawful
agreement any advantage against the City, Illinois, or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents,
representatives, owners, employees, or parties in interest, including this affiant.

Date Signed: 10/28/2023

Margaret Free

Chief Revenue Officer

Title

Subscribed and sworn to before me this 28th day of October, 20 23.
by Margaret Free.

Personally Known OR ☒ Produced Identification

Type of Identification Produced DRIVER LICENSE

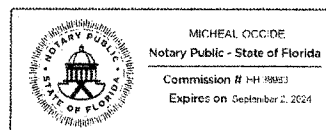
Michael Occide

Notary Public

Title

My Commission expires 09/02/2024

52



Notarized online using audio-video communication

CERTIFICATE 2

BID SIGNATURE PAGE

If a Corporation

Corporate Name Modeshift, Inc.

By Registered Agent: Margaret Free Margaret Free
Signature (please sign in ink) Print Name

Business Address: 90 Canal St.
Street
Boston MA 02114
City State Zip Area
571-583-2414
Code Telephone Number

Name of Officers: Miroslav Katsarov 90 Canal St., Boston, MA 02114
President Address
VicePresident Address
Secretary Address
Treasurer Address

Sole Proprietor

Firm Name _____ Signature
of Bidder: _____
Business Address: NR
Signature (please sign in ink) Print Name

Street
City State Zip
Area Code Telephone Number

If a Partnership

Firm Name _____

By: _____
Business Address: NR
Signature (please sign in ink) Print Name

Street
City State Zip
Area Code Telephone Number

Name of all Members of Firm _____ Name
Mo _____ Address
Name Address

CERTIFICATE 3

LOBBYING CERTIFICATION

Lobbying Certification

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING; The undersigned [Vendor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal Appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal Appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor, Modeshift Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., Apply to this certification and disclosure, if any.



Signature of Vendor's Authorized Official

Margaret Free, CRO

Name and Title of Vendor's Authorized Official

10/28/2023

Date

CERTIFICATE 4 - 1

**DISADVANTAGED BUSINESS ENTERPRISE
CERTIFICATION**

- (1) Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of Contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 Apply to this agreement.
- (2) DBE Obligation. The supplier or Vendor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all Vendors shall take necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform Contracts. Vendors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract.

Failure by the Vendor to carry out these requirements is a material breach of the Contract which may result in the termination of this Contract or such other remedy as City Transportation Department deems Appropriate.

10/28/2023 DATE

Margaret Friel SIGNATURE

Chief Revenue Officer

TITLE

NOTE: **This form is to be submitted with the bid proposal. Please attach the names and addresses of any and all DBE eligible prime Vendors or subcontractors who will perform work on this project, and the dollar value of each proposed DBE prime Contract or subcontract. Please use the attached form (Certificate 4-2) for the DBE eligible Vendor or subcontractor(s) to certify to its eligibility.**

Additional information is provided in Paragraph #8.

CERTIFICATE 4 - 2
Affidavit of Disadvantaged Business Enterprise

I HEREBY DECLARE AND AFFIRM that I am the President and the duly authorized representative of (the firm of) ESP Enterprises, Inc. doing business at 13171 Misty Willow Dr, Houston, TX 77070 (include address, city, state and zip code).

I HEREBY DECLARE AND AFFIRM that the above business is: (check as appropriate)

- ☒ A firm that is at least 51% owned by one or more individuals who are disadvantaged as defined in 49 CFR Part 26, Subpart D, or
- ☒ A corporation in which at least 51% of the stock is owned by one or more disadvantaged individuals as defined in 49 CFR Part 26, Subpart D.

And that such firm or corporation has been organized/incorporated since _____, 20____ and is controlled by one or more individuals defined as disadvantaged in 49 CFR Part 26, Subpart D.

FURTHERMORE, I HEREBY DECLARE AND AFFIRM that I will provide such additional information as requested by the Butler Transit Authority to document this fact as provided for in 49 CFR Part 26, Subparts D and E.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE ABOVE FIRM, TO MAKE THIS AFFIDAVIT.

AFFIANT: _____

DATE: _____

10/16/2023

On this October day of 16th, 2023, before me, _____, the undersigned officer, personally appeared Steve Phelan, known to me to be the person described in the foregoing Affidavit and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

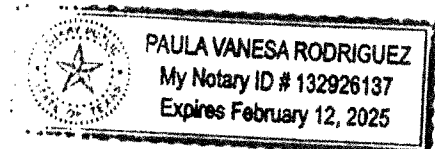
In witness thereof, I hereunto set my hand and official seal.

Paula Vanesa Rodriguez
(Notary Public)

My Commission Expires 2/12/25 (SEAL)

STATE OF: TX

COUNTY/CITY OF: Harris
Harris



DBE FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the Appropriate space):

	The bidder is a registered DBE and is identified as a certified DBE in the Illinois UCP (100% of this project performed by bidder and funded by the City FTA 5307 grant funds shall be assigned to the City DBE goal). If identified as a DBE in another program, please identify here: _____
For	Contracts for which a DBE participation goal has been set (check Applicable):
	Please check the Appropriate category (only one) for small business participation in this proposal: ___ The bidder is performing all activities identified in the scope of work in-house and IS NOT identified as DBE in any program. ___ The bidder is performing all activities identified in the scope of work in-house IS identified as a DBE (provide a copy of the certification for each DBE) ☒ The bidder is subcontracting some activities and there is a 7.8% small business utilization on this bid/proposal (provide a copy of the Uniform Certification Application for each DBE). ___ The bidder is subcontracting some activities, however, there is no small business utilization on this bid/proposal.
For	Contracts for which there is no subcontracting opportunities:
	___ The bidder performing all activities identified in the scope of work in-house and therefore is not subject to DBE subcontractor goals.
For	Contracts where a DBE subcontracting goal is required:
	___ The bidder is committed to a minimum of ___% DBE utilization on this Contract (if Vendor is a registered DBE, their work performed can be considered as part of the DBE goal). ___ The bidder (if unable to meet the DBE goal of ___%) is committed to a minimum of ___% utilization on this Contract shall submit documentation demonstrating good faith efforts in seeking SBE participation.

Name of bidder's firm: Modeshift Inc

UEI No. Y18FCWQ39U25

By: Margaret Friel
(Signature)

Title: Chief Revenue Officer

DBE FORM 2: LETTER OF INTENT

Name of bidder's firm: Modeshift Inc
Address: 90 Canal St.
City: Boston State: MA Zip: 02114

Name of DBE firm: ESP Enterprises, Inc.
Address: 13171 Misty Willow Dr
City: Houston State: TX Zip: 77070
Phone: 281-444-2377 Email: steve@espenterprisesinc.com

Type of DBE Firm:

Description of work to be performed by DBE firm:

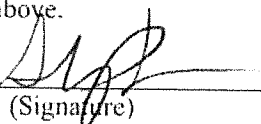
Installation of Validators on Vehicles

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above.

Estimated dollar value of work is: \$ 25,230.00

AFFIRMATION

The above-named DBE firm affirms that it will perform the portion of the Contract for the estimated dollar value as stated above.

By:  Title: President
(Signature)

If the bidder does not receive award of the prime Contract, any and all representation in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor)

DBE CERTIFICATION FORMS

Vendors interested in certifying with the State of Illinois as a Disadvantaged Business Enterprise:

City does not certify DBEs but rather uses the list of DBEs identified in the IDOT UCP. To register as a DBE in Illinois you should register on the Applicable City websites as identified here:

- IDOT (217-782-5490) <https://idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>

CERTIFICATE 5

**CERTIFICATION OF PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY
EXCLUSION**

Required with Bid

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Vendor is required to verify that none of the Vendor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded, or disqualified as defined at 49 CFR 29.940 and 29.945.

The Vendor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters.

By signing and submitting its bid, the Bidder certifies as follows:

To the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or City.

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the Vendor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment. The Vendor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

THE BIDDER, Modeshift, Inc., CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official: Margaret Free

Signature:

Margaret Free

Date:
10/29/2023

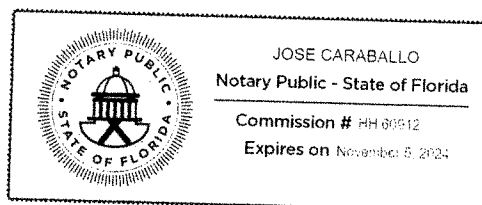
UEI Number: Y18FCWQ39U25

Subscribed and sworn to before me this 29th October day of 20 23

Notary Public in and for the State of Florida residing in Miami-Dade

Jose Caraballo
Online Notary

(Applies to Contracts and sub-Contracts over \$25,000)



CERTIFICATE 6

VENDOR INTEGRITY

It is essential that those who seek to Contract with the City Transporations Department ("City") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the City procurement process. In furtherance of this policy, Vendor agrees to the following:

Vendor shall maintain the highest standards of integrity during the performance of this agreement and shall take no action in violation of state or federal laws or regulations, or other requirements Applicable to the Vendor or that govern Contracting with the City.

Vendor, its affiliates, agents, and employees shall not influence, or attempt to influence, any City or employee to breach the standards of ethical conduct for employees or to breach any other state or federal law or regulation.

Vendor, its affiliates, agents, and employees shall not offer, give, or agree or promise to give any gratuity to a City or employee or to any other person at the direction or request of any City official or employee.

Vendor, its affiliates, agents, and employees shall not offer, give, or agree or promise to give any gratuity to a City official or employee, the acceptance of which would violate the Applicable code of conduct or any statute, regulation, statement of policy, management directive or any other published standard of City.

Vendor, its affiliates, agents, and employees shall not, directly, or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any official or employee of City.

Vendor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the Contract, except as provided in the Contract.

Vendor shall not have financial interest in any other Vendor, subcontractor or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to City in writing at the time of bid or proposal submission and City consents to the Vendor's financial interest prior to City execution of the Contract.

Vendor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of the commission of embezzlement, theft, forgery, bribery or destruction of public records; commission of fraud or other improper conduct associated with obtaining, attempting to obtain or performing a public Contract; violation of any federal or state law regulating campaign contributions; violation of any federal or state environmental law; violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards, discrimination in wage, or child labor violations; violation of any federal or state law prohibiting discrimination in employment; debarment by any City or department of the federal government or by any other state. The Vendor acknowledges that City may, in its sole discretion, terminate the Contract for cause upon such notification or when City otherwise learns that City has been officially notified, charged, or convicted.

Vendor shall comply with requirements of the Lobbying Disclosure Act, " 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)] When Vendor has reason to believe that any breach of ethical standards as set forth in law or in these provisions has occurred or may occur, Vendor shall immediately notify the City Contracting officer in writing.

Vendor, by submission of its bid or proposal and/or execution of this agreement and by the submission of any bills or invoices for payment pursuant to the Contract, certifies and represents that it has not violated any of these Vendor integrity provisions with the submission of the bid or proposal, during any Contract negotiations or during the term of the Contract.

Vendor shall cooperate with the Macon County Circuit Clerk, and or Inspector General in its investigation of any alleged City employee breach of ethical standards and any alleged Vendor non-compliance with these provisions. Vendor agrees to make identified Vendor employees available for interviews at reasonable times and places. Vendor, upon the request of the Controller or the Inspector General, shall provide or make promptly available for inspection and copying, any information of any type or form deemed relevant by the Controller or the Inspector General to Vendor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Vendor's business or financial records, documents or files of any type or form that refers to or concern this Contract.

For violation of any of the above provisions, City may terminate this and any other agreement with the Vendor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred to debar and suspend the Vendor from doing business with City. These rights and remedies are cumulative, and the use or no-use of anyone shall not preclude the use of all or any other. These rights and remedies are in addition to those City and may have under law, statute, or regulations.

For purposes of these Vendor Integrity Provisions, the following terms shall have the meanings found in this paragraph:

"Confidential information" means information that is not already in the public domain; is not available to the public open request; is not or does not become generally known to the Vendor from a third party without an obligation to maintain its confidentiality; has not become generally known to the public through an act or omission of the Vendor; or has not been independently developed by Vendor without the use of confidential information of the City.

"Consent" means written permission signed by a duly authorized officer or employee of the City, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or Contractual terms, City shall be deemed to have consented by virtue of execution of this Contract.

"Vendor" means the individual or entity that has entered into this agreement with City, including those directors, officers, partners, managers, and owners having more than five percent (5%) interest in the Vendor.

"Financial Interest" means: Ownership of more than five (5%) percent interest in any business; or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

"Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans., subscriptions, advances, deposits of money, services, employment, or Contracts of any kind.

"Immediate family" means a spouse and any unemancipated child.

"Political contribution" means any payment, gift, subscription, assessment, Contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the City or for paying debts incurred by or for a candidate or committee before or after any election.

VENDOR:

Modeshift Inc

BY:

Signature

Margaret Free

Margaret Free

Print Name

Date

10/28/2023

(FAILURE TO COMPLETE THIS FORM AND SUBMIT WITH YOUR PROPOSAL WILL RENDER THE PROPOSAL NON-RESPONSIVE)

Certificate 7

Buy America Certification- Manufactured Products

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the Applicable regulations in 49 CFR Part 661.5.

Date 10/28/2023
Signature Margaret Full
Company Name Modeshift Inc
Title Chief Revenue Officer
Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____
Signature _____
Company Name _____
Title _____
Department Procurement Procedures _____ City Transportation

Certificate 7 Attachment I. Buy America Certification-Rolling Stock

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(2)(C) and the Applicable regulations in 49 CFR Part 661.11.

Date 10/28/2023
Signature M. Magault
Company Name Modeshift Inc
Title Chief Revenue Officer

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____
Signature _____
Company Name _____
Title _____



Cost Proposal

City of Decatur Transportation Department - RFP Purchase and Implementation of Mobile Ticketing Fare Collection Software							
Modeshift, Inc. Cost Proposal							
Item	Description	# of Units	Unit Price (monthly)	Unit Price (Annual)	Monthly Fees	Annual Fees	Total Annual
Account Based Fare Collection	Mobile application Onboard validators Account based ticketing back office Software design, development, QA, testing, project management, and ongoing software and hardware support	38	\$ 300.00	\$ 3,600.00	\$ -	\$ -	\$ 136,800.00
Training	Hardware and Software Training	1	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Implementation (DBE subcontractor)	Two technicians for the installation of validators on fixed route buses	1	\$ -	\$ 25,230.00	\$ -	\$ -	\$ 25,230.00
Customer service center - Desktop workstation	Software and equipment: NFC reader, thermal printer and cash drawer	1	\$ 50.00	\$ 600.00	\$ -	\$ -	\$ 600.00
Smart cards (one time)	1,000 Smart cards	1000	included	\$ -	\$ -	\$ -	\$ -
Total cost year 1							\$ 167,630.00
Total cost year 2							\$ 140,835.00
Total cost year 3							\$ 144,355.88
Total cost year 4							\$ 147,964.77
Total cost year 5							\$ 151,663.89
TOTAL PROJECT COST							\$ 752,449.54

1. Five year upfront payment discount option - 15%

2. Annual inflation increase 2.5%

3. Mobile ticketing and Web portal transaction fees are passed through to the City and are not included in this price proposal. Modeshift assists customers in setting up their merchant processing accounts with the supported partner (Elavon). Anticipated cost for mobile ticketing and web portal fees (card not present, e-commerce transaction) with Elavon acquirer is 2.34% + \$.15 each transaction. For example for a \$1.50 ticket purchased from the mobile/web application the amount that will reach the City's bank account will be \$1.32

4. Cost related to vandalism and improper use are excluded

**LEGAL DEPARTMENT MEMORANDUM
NO. 2025-6**

May 28, 2025

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 52 – Alcoholic Liquor

RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 52, Sections 4 and 10 to strike limitations on the number of Class B licenses and amend Class B language to allow for video gaming if the establishment is able to obtain video gaming without a liquor license pursuant to Illinois state law.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None

ORDINANCE NO. _____

ORDINANCE AMENDING CITY CODE
- CHAPTER 52 -
- ALCOHOLIC LIQUOR -

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

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Sections 4 and 10, so that Sections 4 and 10 as so modified and amended, shall provide as follows:

4. **LICENSE CLASSIFICATIONS.** Classes of local liquor licenses are hereby established and are hereby authorized as follows:...

...**Class B**, under which alcoholic liquors may be sold only in packages for consumption off the licensed premises, which said Class B license shall not be issued for any premises located within One Thousand (1,000) feet of any church, school, park or subsidized disabled adult and elderly multi-story housing facility, unless the sale of alcoholic liquors is not the principal business carried on at any such location by such licensee, nor shall such Class B license be issued for any premises situated in any Residence, Office or Park Mobile Home District established by the Zoning Ordinance. The prohibition regarding distance from churches, schools, parks, or subsidized disabled adult and elderly multi-story housing facilities shall not apply to premises licensed on October 4, 2004, and continuously so licensed since that date. The restriction of off-premise sales shall not apply to sampling or test marketing. Video gaming shall be prohibited in establishments that possess a Class B license unless the establishment is an Illinois licensed truck stop establishment or licensed large truck stop establishment, as allowed by this Code and the Zoning Ordinance of the City of Decatur. (Amended, Ordinance No. 2023- 79, November 20, 2023) (Amended, Ordinance No. 2004-55, July 6, 2004) (Amended, Ordinance No. 2001-67, September 4, 2001) (Amended, Ordinance No. 97-47, June 2, 1997)...

10. NUMBER OF LICENSES. The issuance of a maximum number of Class A licenses is limited to thirty-seven (37). Upon any Class A, Class P or Class V license becoming forfeited, voided, surrendered, or revoked for any reason, the number of available licenses in that classification shall automatically and immediately be reduced by one (1) for each and every license forfeited, voided, surrendered, or revoked. There shall be no maximum number for the

issuance of the respective Class B, Class C, Class D, Class E, Class F, Class G, Class I, Class J, Class K, or Class O licenses. Issuance of Class H licenses is limited to one (1). Issuance of Class L is limited to two (2). Issuance of Class M, Class N-1, and Class N-2 licenses is limited to three (3) for each Class. Issuance of Class P licenses is limited to 20. If on August 29, 2016, premises were licensed as a Class P or had applied for a Class P license under the then provisions of this Chapter, said premises so long as the same use thereof is continued shall be exempt from said limitation. (Amended, Ordinance No. 2025-23, March 3, 2025) (Amended, Ordinance No. 2024-125, October 7, 2024) (Amended, Ordinance No. 2023-79, November 20, 2023) (Amended, Ordinance No. 2020-148, October 19, 2020) (Amended, Ordinance No. 2018-33, August 6, 2018) (Amended, Ordinance No. 2017-54, December 4, 2017) (Amended, Ordinance No. 2016-62, September 6, 2016) (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance No. 2013-90, November 18, 2013) (Amended, Ordinance No. 2006-84, September 5, 2006) (Amended, Ordinance No. 2006-15, March 20, 2006) (Amended, Ordinance No. 2005-37, May 2, 2005) (Amended, Ordinance No. 2000-57, July 17, 2000) (Amended, Ordinance No. 95-13, March 20, 1995) (Amended, Ordinance No. 92-06, January 21, 1992) (Amended, Ordinance No. 90-84, July 30, 1990) (Amended, Ordinance No. 89-13, January 30, 1989)

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 16th day of June, 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2025.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 52 - ALCOHOLIC LIQUOR -

4. LICENSE CLASSIFICATIONS. Classes of local liquor licenses are hereby established and are hereby authorized as follows:...

...**Class B**, under which alcoholic liquors may be sold only in packages for consumption off the licensed premises, which said Class B license shall not be issued for any premises located within One Thousand (1,000) feet of any church, school, park or subsidized disabled adult and elderly multi-story housing facility, unless the sale of alcoholic liquors is not the principal business carried on at any such location by such licensee, nor shall such Class B license be issued for any premises situated in any Residence, Office or Park Mobile Home District established by the Zoning Ordinance. The prohibition regarding distance from churches, schools, parks, or subsidized disabled adult and elderly multi-story housing facilities shall not apply to premises licensed on October 4, 2004, and continuously so licensed since that date. The restriction of off-premise sales shall not apply to sampling or test marketing. Video gaming shall be prohibited in establishments that possess a Class B license unless the establishment is an Illinois licensed truck stop establishment or licensed large truck stop establishment, as allowed by this Code and the Zoning Ordinance of the City of Decatur. (Amended, Ordinance No. 2023- 79, November 20, 2023) (Amended, Ordinance No. 2004-55, July 6, 2004) (Amended, Ordinance No. 2001-67, September 4, 2001) (Amended, Ordinance No. 97-47, June 2, 1997)

10. NUMBER OF LICENSES. The issuance of a maximum number of Class A licenses is limited to thirty-seven (37) ~~and the issuance of a maximum number of Class B licenses is limited to fifty-two (52).~~ Upon any Class A ~~or Class B~~, Class P or Class V license becoming forfeited, voided, surrendered, or revoked for any reason, the number of available licenses in that classification shall automatically and immediately be reduced by one (1) for each and every license forfeited, voided, surrendered, or revoked. There shall be no maximum number for the issuance of the respective Class B, Class C, Class D, Class E, Class F, Class G, Class I, Class J,

Class K, or Class O licenses. Issuance of Class H licenses is limited to one (1). Issuance of Class L is limited to two (2). Issuance of Class M, Class N-1, and Class N-2 licenses is limited to three (3) for each Class. Issuance of Class P licenses is limited to 20. If on August 29, 2016, premises were licensed as a Class P or had applied for a Class P license under the then provisions of this Chapter, said premises so long as the same use thereof is continued shall be exempt from said limitation. (Amended, Ordinance No. 2025-23, March 3, 2025) (Amended, Ordinance No. 2024-125, October 7, 2024) (Amended, Ordinance No. 2023-79, November 20, 2023) (Amended, Ordinance No. 2020-148, October 19, 2020) (Amended, Ordinance No. 2018-33, August 6, 2018) (Amended, Ordinance No. 2017-54, December 4, 2017) (Amended, Ordinance No. 2016-62, September 6, 2016) (Amended, Ordinance No. 2015-22, May 18, 2015) (Amended, Ordinance No. 2013-90, November 18, 2013) (Amended, Ordinance No. 2006-84, September 5, 2006) (Amended, Ordinance No. 2006-15, March 20, 2006) (Amended, Ordinance No. 2005-37, May 2, 2005) (Amended, Ordinance No. 2000-57, July 17, 2000) (Amended, Ordinance No. 95-13, March 20, 1995) (Amended, Ordinance No. 92-06, January 21, 1992) (Amended, Ordinance No. 90-84, July 30, 1990) (Amended, Ordinance No. 89-13, January 30, 1989)

**Council Memo
Public Works Department
No. 2025-63**

DATE: 6/16/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works

SUBJECT:
Ordinance Annexing Territory 1st and 2nd Lots East of 1210 Broadmoor

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 1st and 2nd Lots East of 1210 Broadmoor be approved.

BACKGROUND:
The subject property is being annexed due to wanting City services.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Office Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. 2025-63 Ordinance Annexing Territory 1st and 2nd Lots East of 1210 Broadmoor

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
1ST AND 2ND LOTS EAST OF 1210 BROADMOOR**

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 Kelly Burbridge, requesting that there be annexed to the City territory described as:

LOTS 27 AND 28 OF BROADMOOR PLACE 2ND ADDITION, AS PER PLAT RECORDED IN BOOK 982, PAGE 46 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 04-12-21-477-021 AND 04-12-21-477-022

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 16th day of June 2025.

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 represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
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 the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 1st and 2nd Lot East of 1210 Broadmoor, and legally described as follows:

LOTS 27 AND 28 OF BROADMOOR PLACE 2ND ADDITION, AS PER PLAT RECORDED IN BOOK 982, PAGE 46 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #04-12-21-477-021 AND 04-12-21-477-022

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

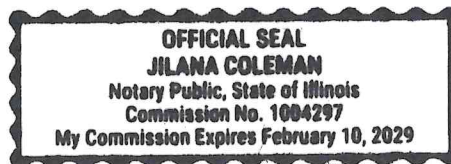
STREET ADDRESS, CITY, STATE

Kelly Burbridge

Kelly Burbridge

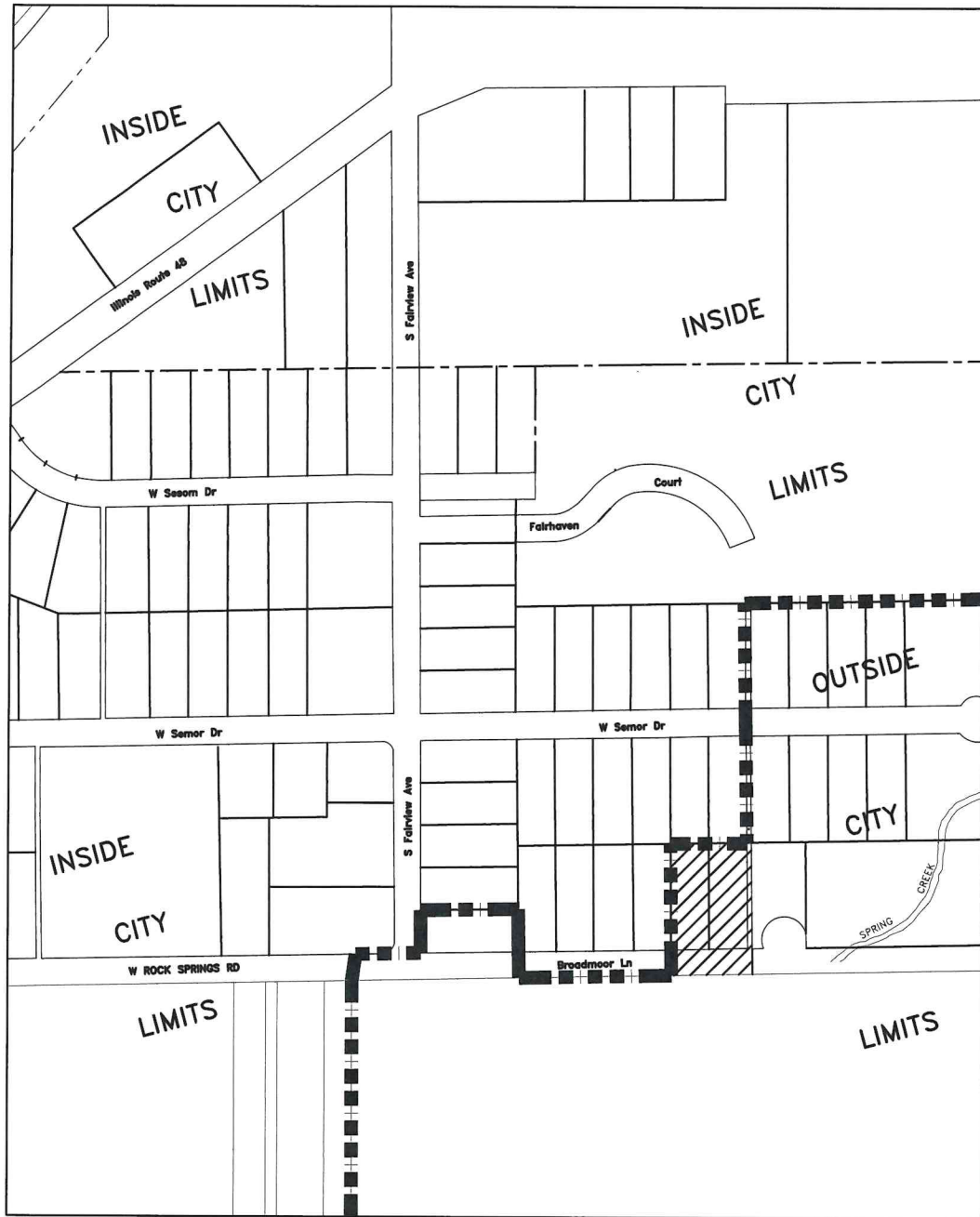
1020 Valley View Ct.
Decatur IL 62522

Signed and sworn to before me 19th day of May, 20 25

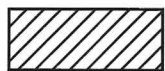


Jilana Coleman
Notary Public

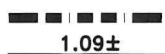
(Rev. 1/2019)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
1st and 2nd Lot East of 1210 Broadmoor Ln



indicates territory annexed



indicates existing corporate limits

1.09± acres

AREA 0.00071± sq. miles

183± lin. ft. of public road

Decatur township



N.T.S.



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

Exhibit B

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

ORDINANCE NO: _____

DATE: _____

**Council Memo
Public Works Department
No. 2025-64**

DATE: 6/16/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works

SUBJECT:
Ordinance Annexing Territory 3rd Lot East of 1210 Broadmoor

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3rd Lot East of 1210 Broadmoor be approved.

BACKGROUND:
The subject property is being annexed due to wanting City services.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Matt Newell, Public Works Director and Tara Bachstein, Public Works Office Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

ATTACHMENTS:

1. 2025-64 Ordinance Annexing Territory 3rd Lot East of 1210 Broadmoor

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3RD LOT EAST OF 1210 BROADMOOR**

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 Kelly Burbridge, requesting that there be annexed to the City territory described as:

LOT 29 OF BROADMOOR PLACE 2ND ADDITION, AS PER PLAT RECORDED IN BOOK 982, PAGE 46 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 04-12-21-477-023

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 16th day of June 2025.

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 represent as follows:

1. That he/she is an owner of record of all the property herein described.
2. That there are no electors who reside on the property herein described.
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 the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3rd Lot East of 1210 Broadmoor, and legally described as follows:

LOT 29 OF BROADMOOR PLACE 2ND ADDITION, AS PER PLAT RECORDED IN BOOK 982,
PAGE 46 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY,
ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN #04-12-21-477-023

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

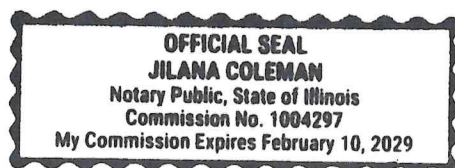
STREET ADDRESS, CITY, STATE

Kelly Burbridge

Kelly Burbridge

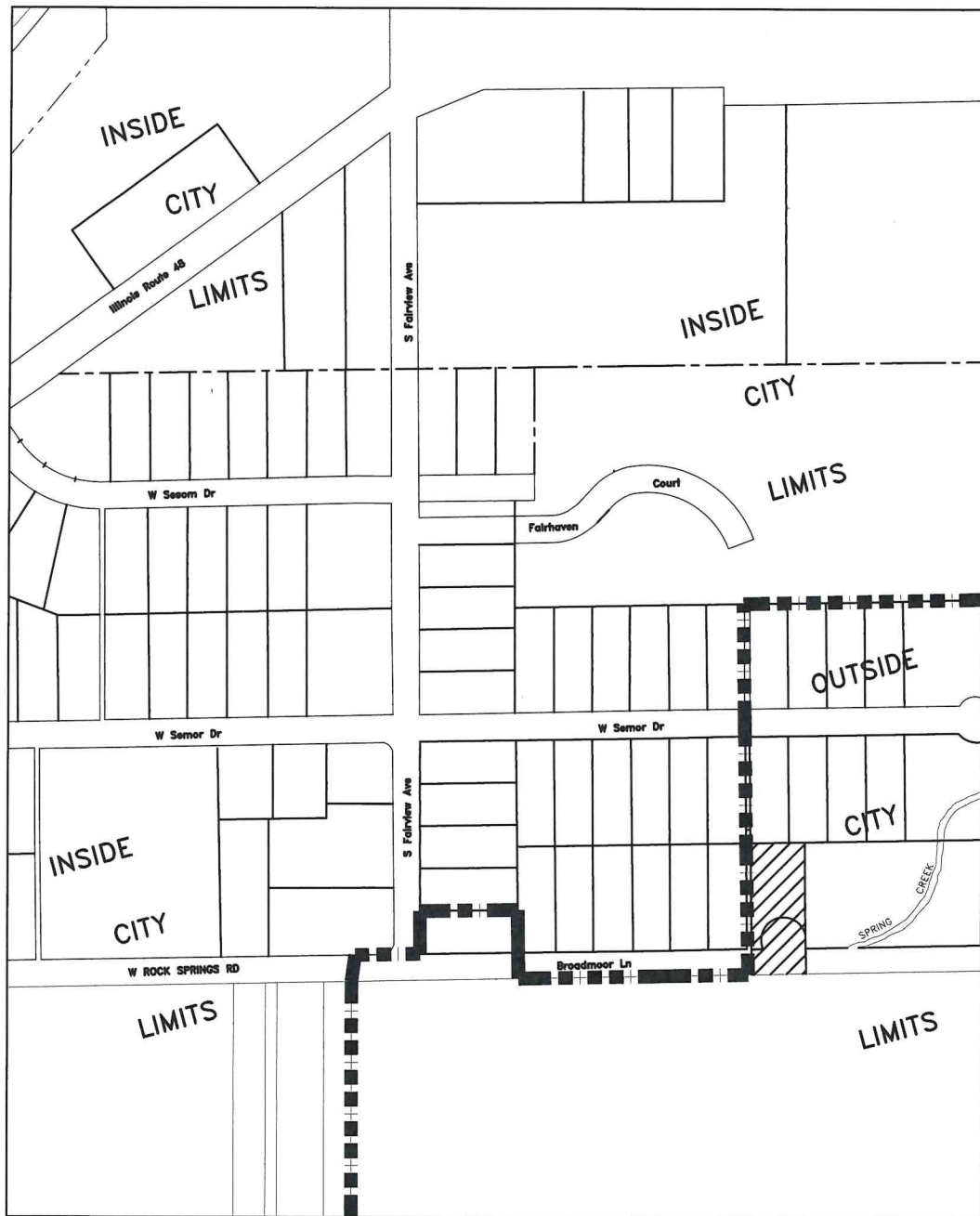
1020 Valley View Ct
Decatur IL 62522

Signed and sworn to before me 19th day of May, 2025



Jilana Coleman
Notary Public

(Rev. 1/2019)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3rd Lot East of Broadmoor Ln



indicates territory annexed



indicates existing corporate limits

0.72± acres

AREA 0.00071± sq. miles

120± lin. ft. of public road

Decatur township



N.T.S.



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

Exhibit B

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

ORDINANCE NO: _____

DATE: _____

Council Memo
Public Works Department
No. 2025-67

DATE: 6/16/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Byron Bowman, Municipal Services Manager
Chris Bergschneider, Fleet Supervisor

SUBJECT:
Resolution Accepting the State of Illinois Joint Purchasing Holder Bid Price of Morrow Brothers Ford, Inc. for the Purchase of One Ford F-250 Truck and Upfit

SUMMARY RECOMMENDATION: Staff recommends that the City Council approve the Resolution approving a contract in the amount of \$83,488.00 to Morrow Brothers Ford, Inc. accepting the State of Illinois joint purchasing contract bid price of Morrow Brothers for one (1) Ford F-250 truck.

BACKGROUND:

Decatur Fire Department has requested one (1) new vehicle to replace one (1) existing vehicle. The vehicle being replaced is:

1. #320, 2012 Chevrolet Suburban with 71,431 miles. The vehicle is being replaced due to age and condition.

The replacement vehicles are estimated to be delivered within 90 to 120 days.

DISPOSAL OF REPLACED UNITS: The old unit will be auctioned.

LEGAL REVIEW: There are no contracts for legal to review.

PRIOR COUNCIL ACTION:

None

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Fleet Maintenance wrote the bid specifications based on Decatur Fire Department requirements.

STAFF REFERENCE: Matt Newell, Public Works Director, Byron Bowman, Municipal Services Manager. Matt will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS: Funding for this expenditure is included in the FY2025 budget.

ATTACHMENTS:

1. 2025-67 Morrow Brothers F-250 Resolution

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE STATE OF ILLINOIS JOINT PURCHASING
HOLDER BID PRICE OF MORROW BROTHERS FORD, INC. FOR THE
PURCHASE OF ONE FORD F-250 TRUCK AND UPFIT**

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

Section 1. That the State of Illinois Joint Purchasing bid received for one (1) 2026 Ford F-250 presented herewith as Exhibit A be, and is hereby, received and placed on file.

Section 2. That the cost of Morrow Brothers Ford, Inc. in the amount of \$83,488.00, be accepted and a purchase order awarded accordingly.

Section 3. That the Procurement Officer be, and is hereby authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Morrow Brothers Ford, Inc. in the amount of \$83,488.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager, that the City may borrow money to make such payment, without any further authorization or direction from the Council, with terms and conditions as determined by the City Treasurer and approved by the City Manager, and that the City Treasurer and other officials of the City are authorized and directed to take any action as may be required by the City to effect such financing,

PRESENTED and ADOPTED this 16th day of June 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

June 5, 2025

City of Decatur Illinois
Mr. Chris Bergschneider
C: 217-791-4210
rbergschneider@decaturil.gov

FIRE #320

We propose the following for your consideration.

1-NEW 2026 FORD F250 Crew Cab 4x4 SRW 6' 6" Bed

To include the following optional equipment:

Race Red Exterior, 1S 40/20/40 Cloth Seating, Vinyl Floor
6.8L V8 Gasoline Engine, 10 Speed H.D. Automatic
Electronic Locking Rear Axle, 20" All-Terrain Tires
STX Trim Package, Engine Block Heater, Air Conditioning
Power Windows/Locks/Mirrors, Remote Keyless Entry
Cruise Control, Tilt/Telescoping Wheel, AM/FM/Bluetooth
FX4 Off-Road Pkg., Dual H.D. Batteries, 410 AMP Alternator
LED Bed Lighting, Spray in Bed Liner, Wheel Well Liners
Heated Dark Tint Back Glass, Power Sliding Rear Window
Tow Package, Trailer Brake Controller, Back-Up Camera
120V/44W In Dash Outlet, WeatherTech Floor Liners
Grip Strut Running Boards, Total of **3** Keys w/Remotes.
ARE Fiberglass Cab High Topper, No Glass, Paint Race Red
Federal Signal Warning Equipment Per Quote 5/08/2025
New M License/Title, Delivery to Decatur Fleet Department
All other standard equipment. IL. Contract 21-416-P-29479

Illinois Government Price \$83,488.00

Truck presently has an ETA of late August. Let me know if you have any questions.

Thank you,

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

EXHIBIT A

To : DECATUR FIRE



2645 Federal Signal Drive University Park, IL 60466

PRODUCT AND LABOR TOTAL :	\$ 15,000.00
----------------------------------	---------------------

**Council Memo
Public Works Department
No. 2025-68**

DATE: 6/16/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Robert Weil, Water Production Manager

SUBJECT:

Resolution Authorizing a Professional Engineering Services Agreement with Burns & McDonnell Engineering Company, Inc., to Provide Engineering Services for the DeWitt Wellfield Pipeline, City Project 2023-11

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign and the City Clerk to attest a Resolution approving a professional services agreement with Burns & McDonnell Engineering Company, Inc. to provide engineering services for the DeWitt Wellfield Pipeline for a fee not to exceed \$235,600.00.

BACKGROUND:

The purpose of this project is to promote economic development in the northeast area of the City of Decatur. The area north of I-72 and west of IL Rt. 48 is being actively marketed by the Decatur Economic Development Corporation and the Illinois Department of Commerce and Economic Opportunity. The availability of transportation, land and energy makes this area ideal for large industrial projects. However, the area is at the edge of the City's water distribution system, limiting the quantity and pressure available. Fortunately, many water-intensive industries do not require potable water for their industrial processes and could be served by minimally treated groundwater from the City's existing wellfield in DeWitt County.

The concept of this pipeline dates back to the original wellfield development project, which was implemented following the 1988 drought. The concept was later studied in the 2019 report on Alternative Water Supplies by Intera Corporation. In that report, it was identified as Alternative 2B with a capital cost estimated at \$28.5 million, (\$35.2 million in today's dollars) and operating costs of \$125,000 (\$155,00 in today's dollars). It was estimated that the wellfield could deliver 7.5 million gallons per day (MGD) on a sustained basis, which would provide enough water for one or more new water-intensive projects that did not require potable water. The wellfield would also remain a drought supply, as the pipeline could include a branch to supply water directly to Lake Decatur.

An implementation timeline of 36 to 48 months was foreseen in the 2019 report, which is problematic for economic development. The industrial development market requires a water supply that is more readily available in order to obtain site commitments.

The proposed engineering services to be provided by Burns and McDonnell would shorten the timeline to develop the wellfield as an industrial water supply. The scope of services includes determining the pipeline size and pumping requirements, laying out the route in detail, preparing easement descriptions and estimating costs. These services would advance the project to the point where financing could be sought to begin construction in

a timely way if a new industrial customer made a commitment to the City.

Request for Proposals

On September 1, 2023, the City issued a request for proposals and qualifications to provide professional services for the DeWitt wellfield pipeline. Proposals were received on September 21, 2023. Two firms submitted formal statements of qualification. The section committee, composed of water production and engineering staff, reviewed the proposals and selected the Burns & McDonnell Engineering Company, Inc., as the firm best able to serve the City in performing the requested services. They demonstrated the deepest experience in water transmission and pipeline design.

Engineering Services Agreement

The scope of services proposed by Burns & McDonnell includes the following tasks:

- Kickoff and data gathering
- Preliminary raw water system hydraulics
- Easement identification
- Engineer's opinion of probable construction cost
- Report

The estimated timeline to complete the project is nine months.

LEGAL REVIEW: The agreement approved by the City Attorney on June 9, 2025.

PRIOR COUNCIL ACTION:

The concept of constructing a pipeline to deliver groundwater from the DeWitt wellfield to the City of Decatur was included in the 2019 Alternative Water Supplies Study by Intera and also reviewed with the City Council during a study session held on Monday, September 25, 2023, at the South Water Treatment Plant. In the 2025 budget, \$250,000 was allocated for preliminary engineering of the pipeline.

On May 19, 2025, the City Council authorized the City Manager to sign a DCEO grant for \$149,500, which will partially cover the cost of these professional services.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Burns and McDonnell Engineering Company, Inc

STAFF REFERENCE: This council memo was written by Robert Weil, P.E. Matt Newell, P.E., Public Works Director, will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Budget Impact: The proposed engineering services agreement is for \$235,600.00. The recently approved DCEO grant will fund \$149,500 of this cost. The balance will come from the adopted budget, which provided \$250,000 for this project.

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

ATTACHMENTS:

1. 2025-68 Resolution Authorizing a PSA with Burns and McDonnell Eng for DeWitt Pipeline
2. 2025-68 Location Map

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY INC., TO
PROVIDE ENGINEERING SERVICES FOR THE DEWITT WELLFIELD PIPELINE,
CITY PROJECT 2023-11**

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

Section 1. That the Professional Engineering Services Agreement for Burns & McDonnell Engineering Company, Inc., presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Burns & McDonnell Engineering Company, Inc., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Burns & McDonnell Engineering Company, Inc., for a fee not to exceed \$235,600.00.

PRESENTED and ADOPTED this 16th day of June 2025.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Exhibit 1

CITY OF DECATUR CONSULTING SERVICES AGREEMENT For DEWITT WELLFIELD PIPELINE PRELIMINARY ENGINEERING

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

Burns & McDonnell Engineering Company, Inc. ("Consulting Engineer"), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

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

SECTION II. BASIC SERVICES

The basic services will include those described in Exhibit A.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).
- J. INFORMATION SUPPLIED BY CITY. Consulting Engineer shall be entitled to rely upon the accuracy and completeness of services and information furnished by City and its Consulting Engineers, agents and representatives, and Consulting Engineer shall have no duty to investigate the accuracy or completeness of such services or information. Consulting Engineer shall provide notice to City if Consulting Engineer becomes aware of any errors, omissions or inconsistencies in the services or information furnished by the City.

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 creating 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. 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 except 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 included as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy.
 4. Qualification of Insurers. All policies will be written with insurance carriers authorized to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Time of Submission; Certificate of Insurance. At 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 Acord 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, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. A sample certificate is attached hereto as Exhibit E and shall be replaced by the final certificate of insurance prior to commencing any work activity on this project. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative prior to policy expiration. The certificate must evidence the following per this written Agreement:

- 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 cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
6. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
- a. Workers' Compensation:

Coverage A: Statutory Limits
 Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of one million dollars (\$1,000,000) per occurrence and in the general aggregate. General Liability Insurance shall include:

Personal/Advertising Injury Liability coverage.
 - c. Automobile Liability: Combined single limits of one million dollars (\$1,000,000) per accident. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability providing coverage for negligent errors and omissions policy with limits of one million dollars (\$1,000,000) per claim and in the aggregate. 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 Consulting Engineer's work for this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall be held solely responsible for the amount of such deductible and for any co-insurance.
7. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a waiver of liability for the Consulting Engineer.
8. City and Consulting Engineer release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance or could have been covered including deductibles or self-insurance during and after the completion of Consulting Engineer's services.

D. 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 and an opportunity to cure such breach 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.
- E. 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.
- F. 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.
- G. 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.
- H. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- I. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.
- Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- J. 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.

- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. TIMELINESS. The Parties recognize and agree that time is important in this Agreement as is consistent with the applicable professional standard of care.
- P. STANDARD OF CARE BREACH. As the sole and exclusive remedy for failing to meet the standard of care described in Section I(A), Consulting Engineer will reperform at its own cost, the consulting services necessary to correct the negligent errors and omissions reported to us in writing within one year from the completion of our services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services in Exhibit A in accordance with the lump sum amount and invoicing schedule outlined in Exhibit A.
- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.10 .
- C. REIMBURSABLE EXPENSES. All expenses have been included in the lump sum price included in Exhibit A.
- D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed in accordance with this contract and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
 2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
 3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
 4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within thirty (30) days of receipt of the invoice. City's failure to timely pay all undisputed amounts shall be considered a substantial failure upon which Consulting Engineer may initiate terminating this Agreement pursuant to section IV(E)(1) above.
 5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and Consulting Engineers 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 _____, 2025

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER



By: _____

EXHIBIT A - SCOPE OF WORK

SCOPE OF SERVICES

The City is evaluating a new raw water system from its existing DeWitt wellfield that pumps water from the Mahomet aquifer. The raw water system includes a new wellfield, treatment facilities, raw water storage facilities, and a lagoon. A new intake, pump station, and pipeline are being contemplated from the proposed lagoon. Interra, another City consultant, previously developed a preliminary engineering report and technical memorandums regarding the DeWitt wellfield and associated improvements. Interra is responsible for the planning and design of the wellfield, treatment, as well as the raw water storage facilities that will potentially include both a tank and a lagoon. The City has requested that BMcD support project definition efforts associated with the new intake, pump station, and pipeline. The raw water system is intended to supply a potential data center on the north side of the City, as well as potential industrial growth on the northeast side of the City.

TASK 1: KICK-OFF MEETING AND INITIAL DATA GATHERING

BMcD will have a virtual kick-off meeting to start the project and address communication procedures, confirm the overall project scope, and discuss critical path items. BMcD will prepare a Request for Information for the City and compile information received and identify any information gaps.

TASK 2: PRELIMINARY RAW WATER SYSTEM HYDRAULICS

BMcD will perform a hydraulic study and hydraulic modeling of a new raw water pipeline that will consider the following segments:

- Segment A: DeWitt #1 – Potential Data Center
- Segment B: Pipeline – Lake Decatur
- Segment C: Potential Data Center – Northeast Quadrant Industrial Growth

The evaluation will include an alternatives analysis up to four (4) options and hydraulic modeling simulation runs, which includes the following:

Alternative 1 – 8-10 MGD delivery to Potential Data Center¹

Alternative 2 – 8-10 MGD delivery to Potential Data Center with flow-through to Northeast Quadrant Industrial Growth

Alternative 3 – Drought Scenario: Maximum Daily Flow to Potential Data Center¹ and Northeast Quadrant Industrial Growth with overflow to Lake Decatur

Alternative 4 – TBD

The route identified in a previous study by Harza (1990) will be the pipeline route utilized during this evaluation. BMcD will visit the proposed route to visually observe indications of potential wetlands. Wetland delineation is not included. Preliminary pipeline and pumping hydraulics and sizing will be performed. The hydraulic evaluation will consider a minimum flow of 8.0 MGD and a maximum daily flow up to 10.0 MGD. Evaluation will include the preliminary number and size of booster pump stations, as well as consideration of storage and redundancy. One primary booster pump station and up to one (1) booster pump station is included in the evaluation. Each segment will be mapped in GIS and include locations of the following:

1. Floodplains
2. Wetlands
3. Major bodies of water
4. Major highways and roads
5. Public right-of-way

A preliminary list of anticipated permits will also be developed. The evaluation will include preliminary sizing of a proposed primary pump station and lagoon intake at the existing DeWitt Wellfield site, as well as up to one additional, intermediate booster pump station between the DeWitt wellfield and the City of Decatur. Lagoon siting, sizing, and elevation to be completed by others. This includes a single, high level, conceptual layout of the proposed pump station and intake. A preliminary system curve will be developed based on the preliminary raw water pipeline alignment evaluation tasks and City desired minimum, average, and maximum flow rates. Developed preliminary system curve will be used to request preliminary pump selection for up to three different, pump types (horizontal split case, vertical turbines, submersible, etc.). City to select desired pump type. BMcD to develop preliminary intake sizing and layout for a new intake, which is assumed to be a wedge wire tee screens. A brief, one (1) page evaluation of other intake alternatives (traveling screens, etc.) will be included. BMcD to develop a conceptual pump station and intake layout based on the City selected pump type and intake style. Interra will be responsible for the planning and design of the groundwater and associated water treatment systems for iron removal to prevent iron deposition in the proposed raw water system.

TASK 3: EASEMENT IDENTIFICATION

BMcD will perform advanced coordination regarding the potential use of Patriot Rail right-of-way for the proposed pipeline. Permitting requirements and potential cost savings will be evaluated by comparing the cost of the easement with restoration costs (i.e. pavement and backfill) required if an easement is not obtained. An evaluation of the proximity of the existing Sanitary District of Decatur (SDD) easement and utility to the proposed alignment will be performed. Specifically, the SDD easement width, utility size, and location will be assessed to evaluate if sufficient space might exist within the SDD easement to accommodate the new raw water pipeline. One virtual meeting with Patriot is included. It is assumed that the City of Decatur will obtain easement and utility information from the Sanitary District of Decatur. BMcD will identify the proposed potential easements and stakeholders along the proposed route. BMcD will generate a land value report to provide estimated costs associated with proposed easement acquisition.

TASK 4: ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

BMcD will prepare an American Association of Cost Engineers (AACE) Level 5 Engineer's Opinion of Probable Construction Cost for four (4) alternatives identified previously for the proposed raw water system, which will include the intake, pump station, and pipeline.

TASK 5: REPORT

BMcD will prepare a single report that will summarize the results of the technical evaluations performed in the previous tasks, including the following:

- Preliminary pipeline hydraulics and feasibility
- Preliminary pump sizing
- Intake approach
- Easement Requirements
- Engineer's Opinion of Probable Construction Cost

After the City has the opportunity to review and comment on the draft report, BMCD will incorporate City comments and submit the final report for the City's use.

Deliverables:

Draft Report
Final Report

¹ Alternative 1 assumes the water delivered to the Potential Data Center will be evaporated.

TASK 6: PROJECT MANAGEMENT

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

1. Establish project communications, controls, and procedures
2. Project financial tracking, reporting and invoicing
3. Coordination of BMcD tasks
4. Quality Control Management
5. Project Workshops
 - a. Pipeline Routing and Hydraulics/Pump Selection (2)
6. Project Meetings
 - a. Kick-off Meeting (1)
 - b. Review of Draft Report (1)

All meetings and workshops will include notes.

TASK 7: ALLOWANCE

A contingency allowance of \$20,000 is being provided for additional, out of scope services that have not been identified at this time.

ASSUMPTIONS:

See list below of assumptions:

1. It is assumed that there will be one meeting or workshop that will be attended in-person only by critical staff from BMcD's Chicago office. All other meetings will be virtual.
2. No groundwater capacity or yield analysis is included.
3. No electrical power supply evaluation or analysis is included.
4. No geothermal or mechanical/HVAC calculations as it relates to the use of raw water by the data center is included.
5. No easement negotiation or contacting property owners is included.
6. No coordination or meetings with any existing or proposed industrial or other users is included.
7. Detailed pump design is not included.
8. Pipe material selection and thickness design is not included.
9. The City of Decatur will provide minimum, average, and maximum daily flows to be used in the analysis.
10. No public meetings are included.
11. No evaluation of industrial water quality standards is included.
12. No water quality analysis, water treatment evaluation, or water sampling is included.
13. Water treatment and associated iron removal to prevent solids deposition within the proposed pipeline is the responsibility of others.
14. No evaluation of any other well field is included, but additional City well sites will be referred to in the report. The second site would be used to avoid excessive drawdown during peak consumption.

15. No mechanical, heat transfer, or heat loss calculations or drawings for geothermal water use is included.
16. Cooling for the data center is provided primarily by water cooled chillers.
17. It is assumed that no access to private land or property is required.
18. Digitizing non-electronic data is not included.
19. No financial or rate analysis is included.
20. A detailed routing study is not included.
21. No permitting evaluation is included.
22. Obtaining Macon and DeWitt County GIS data is not included.
23. There is no Consultation with the Illinois State Archaeological Survey (ISAS), US Fish and Wildlife Services (USFWS), and Illinois Department of Natural Resources (IDNR).

Engineering analysis of the delivery/meter station control valve (if needed) and hydraulics will be addressed in final design, though these structures will be included in the Opinion of Probable Cost



City of Decatur
DeWitt Wellfield Raw Water Pipeline Planning Study
Estimated Fees for Engineering Services
March-25

Task Description	Construction Estimating (15)	Real Estate (14)	Project Manager (14)	Construction Estimating (13)	Assistant PM Tech Lead (12)	Hydraulic Modeling (10)	Assistant Engineer (9)	Expenses	Task Total
Engineering Services									
Task 1 - Kickoff Meeting and Initial Data Gathering									\$ 3,473
Kick-off Meeting			2		2				\$ 1,082
Information Request and Data Gathering			2		4				\$ 1,594
Data Gap Analysis			1		2				\$ 797
									\$ -
Task 2 - Preliminary Pipeline Feasibility and Hydraulics									\$ 85,548
Pipeline hydraulics and modeling	8		8		16	120			\$ 33,512
Pumping hydraulics and preliminary sizing			8		24		40		\$ 15,824
Intake Evaluation			8		16		16		\$ 9,336
Development of permitting list			4		8		16		\$ 6,148
GIS mapping and figure development			4				24		\$ 5,580
Alternative 1			2				8		\$ 2,050
Alternative 2			2				8		\$ 2,050
Alternative 3			2				8		\$ 2,050
Alternative 4			2				8		\$ 2,050
QAQC			8						\$ 2,280
Workshop (2)			4		8		8		\$ 4,668
									\$ -
Task 3 - Easement Assistance									\$ 19,877
Railroad coordination			1		2		4		\$ 1,537
Virtual meeting			1		2		4		\$ 1,537
Evaluation of SDD easement			1		2		4		\$ 1,537
Evaluation of SDD utility			1		2		4		\$ 1,537
Constructability evaluation			1		2		4		\$ 1,537
Easement and Stakeholder Identification		8			8				\$ 4,328
Land Value Report		24			4				\$ 7,864
									\$ -
Task 4 - Engineer's Opinion of Probable Construction Cost									\$ 45,512
Development of OPCC for four (4) alternative CIPs				100					\$ 27,800
Operational costs			4	16	16				\$ 9,684
QAQC	24		4						\$ 8,028
									\$ -
Task 5 - Report									\$ 40,888
Draft Report			12		24	80			\$ 26,124
Draft Report QAQC			4		4				\$ 2,164
Final Report			12		8	24			\$ 10,436
Final Report QAQC			4		4				\$ 2,164
									\$ -
Task 6 - Project Management									\$ 20,302
Coordination and controls			16					\$ 500	\$ 5,080
Financial tracking and QAQC management			16						\$ 4,560
Virtual meetings or workshops (3) and minutes			8		8				\$ 4,328
In-person meeting or workshop (1)			8		12			\$ 1,002	\$ 6,354
									\$ -
Task 7 - Allowance									\$ 20,000
Miscellaneous							108	\$ 20	\$ 20,000
									\$ -
Total hours	32	32	150	116	178	224	264		TOTAL FEE
Subtotals	\$9,184	\$9,120	\$42,750	\$32,248	\$45,568	\$46,368	\$48,840	\$ 1,522	\$ 235,600



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

EXHIBIT C - SCHEDULE (2025-2026)									
	Jun	Jul	Aug	Aug	Sep	Oct	Nov	Dec	Jan
Task 1: Kickoff Meeting and Initial Data Gathering									
Task 2: Preliminary Raw Water System Hydraulics									
Task 3: Easement Identification									
Task 4: Engineer's Opinion of Probable Construction Cost									
Task 5: Report									
Task 6: Project Management									
Task 7: Allowance									



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

Amendment No

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

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

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

Amount of original contract \$ _____
 Amount of previous amendments \$ _____
 Amount of current amendment \$ _____
 Amount of adjusted/final contract \$ _____

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

State fully the nature and reason for the amendment change _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

12/1/2023

DATE (MM/DD/YYYY)

11/21/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 ketsu@lockton.com		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED 1328360 BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 HANKEL, LEANN		INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: Westchester Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 23035 10030	

COVERAGES * **CERTIFICATE NUMBER:** 10906488 **REVISION NUMBER:** XXXXXXXX

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:	N	N	TB2-641-432888-472	12/1/2022	12/1/2023	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 ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N	N	AS2-641-432888-042	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED ☐ RETENTION \$	N	N	G21986410018	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	WC2-641-432888-012	12/1/2022	12/1/2023	☒ 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

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

CERTIFICATE HOLDER

10906488
FOR PROPOSAL PURPOSES ONLY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

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ACORD 25 (2016/03)

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EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

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 Cook)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Burns & McDonnell Engineering Company, Inc. (Hereinafter "Consulting Engineer") is a:
Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

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

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 43-0956142.

B. CORPORATION

The State of Incorporation is Missouri

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
Name	<u>9400 Ward Parkway</u>
Address	<u>Company Address, Principal Office</u>
City, State, Zip	<u>Kansas City, MO 64141</u>
Telephone	<u>816-333-9400</u> <u>816-822-3419</u>
	Telephone Facsimile
	<u>www.burnsmcd.com</u>
	Website

President: Ray Kowalik

Vice President: Scott Newland

Secretary: Heather Schmitz

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

The business address is _____

Telephone: _____ Fax: _____

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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.

 Others Interested in Contract X None

Page 240 of 355

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

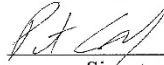
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER



Signature

Patrick Clifford

Printed Name

Regional Water Manager

Title

SUBSCRIBED and SWORN to before me this 24th day of October, 2023



Notary Public

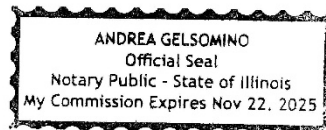


Exhibit H		
HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name: DeWitt Wellfield Raw Water Pipeline Planning Study		
Consulting Engineer: Burns & McDonnell Engineering Company, Inc.		
Classification	Minimum	Maximum
Principal	\$280	\$298
Project Manager	\$272	\$285
Structural Engineer	\$161	\$287
Senior Engineer	\$256	\$278
Engineer	\$161	\$225
Senior Technician	\$103	\$275
Technician	\$103	\$108
Professional Land Surveyor	N/A	N/A
Construction Inspector	N/A	N/A
Structural Engineer	N/A	N/A
Clerical	\$80	\$84

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

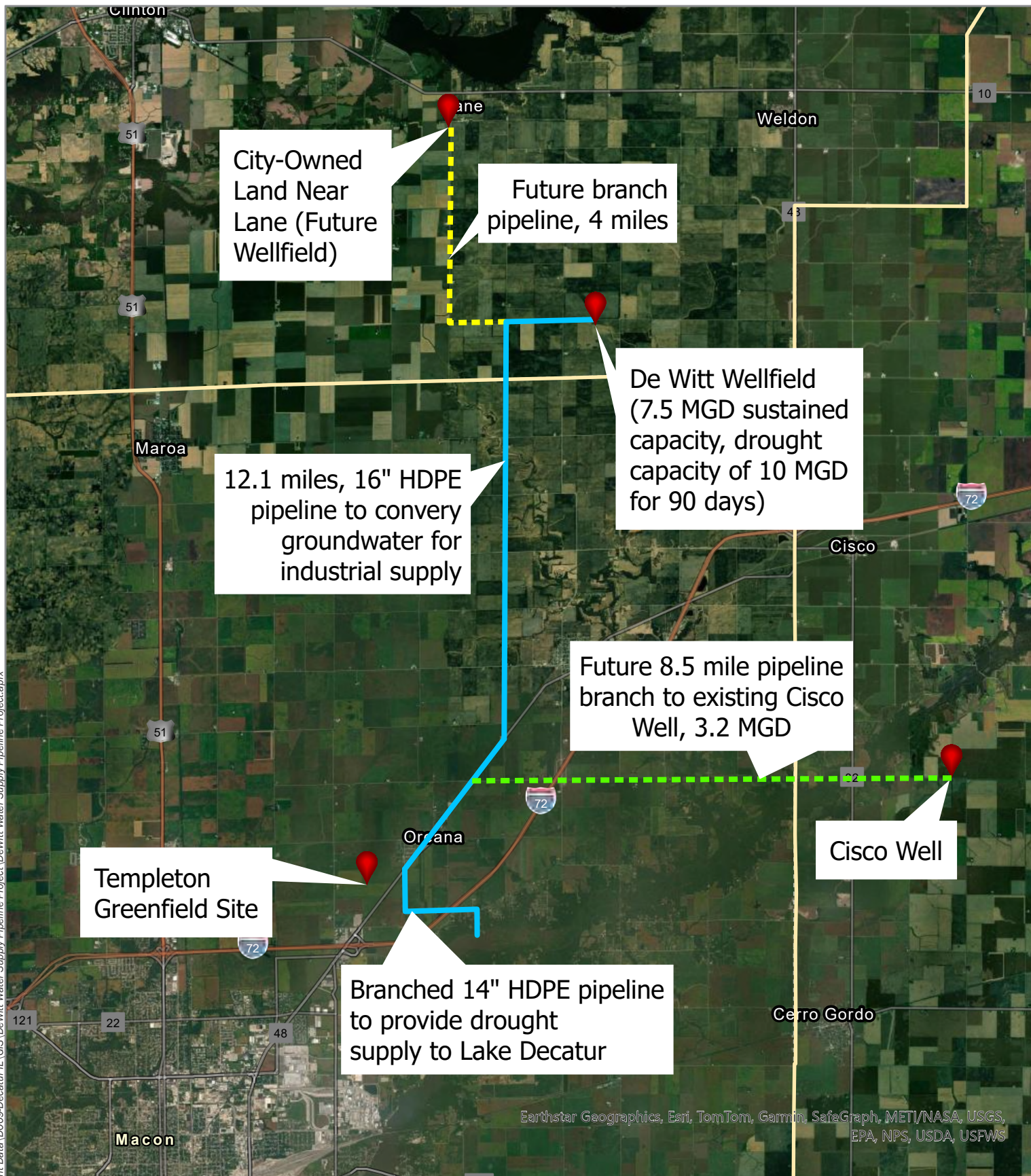
Original Contract

\$

Milestone	To Date	Previous Invoices	This Invoice
1. Project Kickoff			
2. Acceptance of Detailed Requirements Document			
3. Acceptance of Draft RFP Document			
4. Acceptance of Final RFP Document			
5. AMS Vendor Recommendations and Contract Comments provided.			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Percent Complete		<i>(For City Use)</i>	

Consulting
Engineer's
Signature:

Title:



Scale

0 1.5 Miles
1 inch = 3 miles



Legend



Points of Interest



Proposed Line



Future Branch Pipeline



Future Branch Pipeline to Future Wellfield



County Line



City of Decatur
DeWitt Water
Supply Pipeline
Project

Page 1 of 1

Council Memo
Public Works Department
No. 2025-66

DATE: 6/16/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Paul Caswell, City Engineer

SUBJECT:

Resolution Authorizing a Professional Engineering Services Agreement with CDM Smith, Inc. to provide Design Services for the Lead Contaminated Galvanized Service Line Replacement Project, City Project 2025-20

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a Professional Engineering Services Agreement between the City of Decatur and CDM Smith, Inc. to provide final design engineering services for the Lead Contaminated Galvanized Lead Service Line Replacement project for a fee not to exceed \$349,960.

BACKGROUND:

In Decatur, only a few service lines have ever been constructed of all-lead material, and every known all-lead service line has been removed. However, lead goosenecks and galvanized pipes were commonly used for water service lines installed prior to 1940 and are still prevalent in the system.

To meet Federal and State EPA guidelines, the City is required to remove lead goosenecks and galvanized water service lines which are or were downstream of lead goosenecks. Under US EPA guidelines, these are termed galvanized requiring replacement (GRR) service lines.

In the inventory submitted to the Illinois Environmental Protection Agency (IEPA) in 2025, which was primarily based on tap cards and maintenance records, of the 30,098 water services lines in the system, there are 6,670 suspected GRR service lines that need to be replaced. The attached map shows the general location of the suspected GRR service lines. This map is provided on-line to allow City residents to view the recorded composition of their water service line.

Assuming an approximate cost of \$10,000 per service line, the potential cost impact is \$67 million. However, it is likely that many of GRR service lines have already been replaced, either on the city side or the private side of the curb box or both. Past service line inspection or replacement projects have determined the City records to be only 20%-50% accurate.

The City will be required to start replacing GRR service lines starting in 2027 although it is the City's intention to begin earlier if grant funding is available. Illinois state law requires that the replacement program be completed in 20 years. In conflict with this is a proposed federal EPA rule that would require the replacement program to be completed in 10 years. The Illinois State Section of the American Water Works Association is commenting on the proposed federal rule, advocating that the timeline should match that already established in Illinois.

The City created a cost-sharing program in 2023 to provide assistance with funding the replacement of the private portion of the water service. Funding is currently capped at a 50% match. Use of IEPA loans and grants requires the City to cover 100% of the cost for those replaced during the loan-funded project.

Illinois Environmental Protection Agency Funding

The IEPA has been actively encouraging water utilities to seek funding from the State Revolving Fund (SRF) for lead service line replacement projects and have been offering varying levels of loan forgiveness and zero percent interest. The program heavily prioritizes funding for low-income census tracts in terms of “principal forgiveness loans” (in effect, grant funding) for replacement projects in the most eligible census tracts. The City applied for an SRF loan in 2024 which included a proposed the first five-years of a replacement program starting in the IEPA’s FY 2026 (July 1, 2025-June 30, 2026). The City was approved and listed in the IEPA’s Draft Intended Use Plan, published June 1, 2025 for a \$4,029,413 loan with \$2,000,000 principal forgiveness and the remaining at 0% interest for 30 years. The initial project would include the replacement of approximately 380 water services in census track 5.01 and 6 (see attached map). The State defines the boundaries of the census tracks. If the draft intended use plan is approved, the City will need to provide construction bids to enter into the loan agreement early next year to secure the loan.

The City’s approved plan is approved for 5 years; the future years projects match the current project size of 380 services per year. The IEPA, however, has not decided the loan terms in the future years.

Request for Qualification and Proposals

The City advertised a request for qualifications and proposals (RFQP) for assistance on January 22, 2025, and received six proposals from Baxter & Woodman, Clark Dietz, CDM Smith, Chastain and Associates, Civil Design Inc, and Fehr Graham on February 21, 2025. After review and interviews, the City’s selection committee selected CDM Smith as the most qualified firm to negotiate the scope of services.

Professional Services Agreement

The professional services agreement with CDM Smith includes the following work items:

1. Project Management Meeting - Host biweekly progress meetings, monthly progress reports and key performance indicator dashboard tracking.
2. Inventory Review and Provide Program Roadmap - Review existing records and pothing data to refine inventory records and provide roadmap for replacement program.
3. Develop Data Management Tools - Evaluate data management solutions for the identification, tracking, construction and record keeping for the service line replacement. State and federal laws require specific tracking and forms. Task includes a \$75,000 allowance for implementation of selected solution. Vendors have created specific programs to meet this requirement, and some clients elect to build on top of existing owned packages.
4. IEPA SRF loan assistance - Provide assistance with loan document preparation, application and approval.
5. Provide Bid Documents - Provide specifications and plans for bidding that meet the City and IEPA’s requirements.
6. Public Outreach and Support - Prepare outreach materials, host public meetings, canvass neighborhood for education and support to gain the right-of-entry permits to complete the work on private property.

It is anticipated that after the completion of the road map and design of year one project, that a new professional service agreement with be negotiated for construction assistance and future replacement projects.

LEGAL REVIEW: None

PRIOR COUNCIL ACTION:

1. **January 17, 2023** – City Council approved a cost-sharing program for replacement of water service lines affected by lead materials. The program is published on the City’s web page at [Lead Elimination & Water Service Line Replacement Program - City of Decatur, IL \(decaturil.gov\)](https://decaturil.gov/Lead-Elimination-Water-Service-Line-Replacement-Program)
2. **December 4, 2023** – City Council approved the proposed 2024 Capital Improvements Plan, which includes a budget of \$643,500 from Fund 81, Water Capital Fund, for the Lead Service Line Replacement program.
3. **January 16, 2024** – City Council awarded a contract to Hoerr Construction, Inc. in the amount of \$307,825 to daylight lead service lines.
4. **February 5, 2024** – City Council Authorized the City Manager to sign loan documents for the State Revolving Loan Program administered by the Illinois EPA.

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

INPUT FROM OTHER SOURCES:

CDM Smith, Illinois EPA

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

BUDGET/TIME IMPLICATIONS: Budget Impact: The engineering services agreement with CDM Smith is for a cost not to exceed \$349,960. Funding for this project is from the Water Fund which is supported by the water user fee. It is anticipated that task two for the inventory review will be reimbursed by the IEPA’s inventory grant, the City is eligible to receive \$50,000 in 2025 and to date has received \$100,000 from 2023 & 2024. The remaining design engineering costs should be a loan eligible expense and will be reimbursed once the City is approved for the loan.

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

ATTACHMENTS:

1. Resolution Authorizing a Professional Engineering Services Agreement with CDM Smith, Inc. to provide Design Services for the Lead Contaminated Galvani
2. 2025-66 Location Map

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
WITH CDM SMITH INC. TO PROVIDE DESIGN SERVICES FOR THE LEAD
CONTAMINATED GALVANIZED SERVICE LINE REPLACEMENT PROJECT, CITY
PROJECT 2025-20**

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

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

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and CDM Smith Inc., for a fee not to exceed \$349,960.

PRESENTED and ADOPTED this 16th day of June, 2025.

Julie Moore Wolfe, Mayor

Attest:

City Clerk

Exhibit 1

CITY OF DECATUR PROFESSIONAL ENGINEERING SERVICES AGREEMENT LEAD CONTAMINATED GALVANIZED WATER SERVICE LINE REPLACEMENT CITY PROJECT 2025-20

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

CDM Smith Inc.

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. PRELIMINARY DESIGN PHASE.

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

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.
2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.
3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.
4. Document Presentation. Furnish digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction (if requested) shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
5. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. FINAL DESIGN PHASE.

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

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.
2. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.

3. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
4. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
5. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. BIDDING PHASE.

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

1. Assist in Bidding. Assist the City's Representative in obtaining bids for construction, materials, equipment and services for the Project.
2. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
3. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.
4. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.

- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the

City's Representative at least 30 days written notice prior to any coverage being reduced or restricted, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:

- a. Name and address of party insured.
- b. Name(s) of insurance company or companies.
- c. Name and address of authorized agent executing such certificate.
- d. Description of type of insurance and coverage afforded thereunder.
- e. Insurance policy numbers.
- f. Limits of liability of such policies and date of expiration of policies.
- g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

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

- a. Workers' Compensation:

Coverage A: Statutory Limits
Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
- b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

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

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

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.
 2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
 3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
 4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

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

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

SECTION V. PAYMENT

- A. **BASIS OF BILLING.** City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.1 for services rendered by principals and employees assigned to the Project.
- Direct Labor Costs used as a basis for payment means salaries and wages (basic and incentive) paid to all personnel engaged directly on the Project, including but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical personnel, stenographers, typists and clerks; but does not include indirect payroll related costs or fringe benefits. For the purposes of this Agreement, the principals and employees of the Consulting Engineer and their hourly direct labor costs are set forth in Exhibit H hereto.
- B. **SUBCONSULTANT.** The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.1 .
- C. **REIMBURSABLE EXPENSES.** In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable

Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

1. **Monthly Progress Payments.** Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. **Monthly Progress Reports.** The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. **Maximum Payment Requests.** No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.
4. **Time and Manner of Payments.** Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
5. **Release of Claims.** Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
6. **Local Government Prompt Payment Act.** The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.

- E. **PAYMENT UPON TERMINATION.** In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the

basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2025

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER FORM

By:  _____

SCOPE OF WORK and Fee Exhibit (Attached)

City of Decatur
Lead Contaminated Water Galvanized Service Line Replacement Project
CDM Smith Inc.
Scope of Work for Year No. 1 of Program

CDM Smith will complete the scope of work for this project as outlined in the below Tasks.

Task 1 Project Management and Meetings

CDM Smith will complete the following sub-tasks.

- Facilitate a kickoff meeting with City staff.
- Facilitate bi-weekly progress meetings (assume up 16 meetings)
- Project/program setup
- Prepare monthly progress reports
- Preparation of dashboards and key performance indicator tracking for elected officials and key stakeholders (assumed to be updated monthly).

Task 2 Inventory Review and Next Steps

CDM Smith will complete the following sub-tasks using the IEPA SRF grant assistance that the City has already been awarded.

- Review current inventory and City records, and basis for inventory
- Identify unknowns and develop a plan for reducing unknowns and potential issues with existing City records.
- Review data provided from potholing and other field investigations completed by the City.
- Provide recommendations for test pit/potholing locations
- Develop a technical memorandum with recommendations and next steps
- Facilitate a workshop to review results and identify additional efforts
- As part of this effort, CDM Smith will identify strategies for bidding the 2025 replacement program that may include quantities of potholing to be completed.
- Develop an overall program guidance/roadmap for replacement strategy.

Task 3 Develop Data Management Tools

CDM Smith will complete the following sub-tasks.

- Evaluate data management solutions including discussion of existing tools being utilized and present options to City for path forward
- Provide demonstration of potential solutions
- This contract will include an allowance of \$75,000 for design, development, and implementation of data management solution will be included in the Fee. This is assumed to be for year one of the program.

Task 4 Development of Design Bid Documents, SRF Loan Assistance and Bidding Services

CDM Smith will complete the following sub-tasks.

- CDM Smith will utilize existing City standard details and will only develop specific galvanized service line details
- Develop specifications for service line materials
- Review City standard specifications and update following discussions with City, specifically related to restoration, etc.
- Develop preliminary and final design and bid documents
- Prepare cost estimate for project costs at the final design milestone.
- Coordinate with IEPA on funding and requirements, including funding eligibility for galvanized service lines.
- Prepare IEPA SRF engineering design checklist and bidding checklist, and assist with other required loan document preparation. It is assumed that financial documents will be provided by the City.
- Assist with bidding and prepare recommendation for award following review with City staff. It is assumed that the pre-bid meeting will be virtual. Advertisement of project and handling of bidding questions will be responsibility of the City. CDM Smith will assist in answering questions during bidding.
- Facilitate one design review meeting with City to review documents and incorporate edits.
- CDM Smith will work with the City to prepare the required engineering checklist for engineering services reimbursement as part of the IEPA SRF Loan.

Task 5 Outreach and Resident Support

CDM Smith will complete the following sub-tasks.

- Develop right of entry (ROE) for resident permission. The City's legal department will review before distribution to residents.
- Development of homeowner agreement for actual service line replacement work and associated restoration and resident impacts
- Develop outreach plan for 2025 program
- Prepare outreach materials, including FAQs, door hangers, introduction letter, etc.
- Participate in one public meeting for 2025 program area.
- CDM Smith will provide a phone number for resident to call for program sign-up. The fee includes up to 80 hours of call center support.
- CDM Smith will provide canvassing support for the 2025 program. CDM Smith will identify an organization to assist with canvassing and resident outreach. The fee assumes two weeks of Canvassing by two people.

Task 6 LCRR/LCRI Compliance Support

- CDM Smith will provide compliance support as part of an allowance for \$5,000. Potential support items include:
 - Review of LCRR compliance plan and sampling sites
 - Review of sampling protocol and test results
 - Assist with identifying homes for sample sites
 - Assist with coordination with Illinois EPA compliance
 - Other as-needed support for lead/copper regulatory compliance
- This task will be tracked monthly against the \$5,000 allowance.

Exhibit A.2 – Required Contract Language from Illinois Environmental Protection Agency (IEPA) for State Revolving Fund (SRF) Loan Eligibility

The IEPA has established the following special provisions and/or other considerations or requirements in respect of the Assignment:

- 1.0 The ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible, as sources of supplies, equipment, construction and services in accordance with the IEPA's Loan Rules. As required by the award conditions of the United States Environmental Protection Agency's (USEPA's) Assistance Agreement with IEPA, the ENGINEER acknowledges and shall attempt to achieve the goals of 5% for MBEs and 12% for WBEs.
- 2.0 The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. The ENGINEER shall make positive efforts to carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under IEPA's financial assistance agreement. Failure by the ENGINEER to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.
- 3.0 The ENGINEER shall maintain and require its sub-consultants to maintain, books, records documents and other evidence directly pertinent to performance of IEPA's Public Water Supply Loan Program (PWSLP). Loan work under the Agreement shall be maintained in accordance with Generally Accepted Accounting Principles. IEPA or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America. All information and reports from access to records pursuant to this paragraph shall be disclosed to the Agency. The auditing agency shall afford the ENGINEER or sub-consultants an exit conference and the opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties. Records pursuant to this paragraph shall be maintained and made available during performance of Project services under this Agreement and for three (3) years after the final loan closing. In addition, those records that relate to any dispute pursuant to Section 662.650 (Disputes) of this Subpart or litigation or the settlement of claims arising out of Project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three (3) years after the resolution of the appeal, litigation claim or exception.
- 4.0 The ENGINEER and sub-consultants warrant that no person or selling agency has been employed or retained to solicit or secure the engineering services covered by the Agreement for a

commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.0 The ENGINEER and sub-consultants will complete the, "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters" and submit to the IEPA upon request.

CDM Smith Inc.
City of Decatur
Galvanized Service Line Replacement Program Support

TASK NO.	PROJECT TASKS	QAQC/TECHNICAL REVIEW	PROJECT MANAGER	PROJECT DIRECTOR	SENIOR ENGINEER	SENIOR GIS / DATA ANALYST	GIS SPECIALIST/ DATA ANALYST	COST ESTIMATOR	PROJECT ENGINEER	JUNIOR PROJECT ENGINEER	OUTREACH	SUPPORT STAFF	LABOR HOURS TOTAL	ODC's	LABOR TOTAL	TASK TOTAL
1.0	Project Management and Meetings															\$31,610
	Kickoff Meeting And Project Planning	4	8	4	4	2						2	24	\$500	\$5,800	
	Biweekly progress meetings (assume 16)		16	8	8	12				10		8	62	\$500	\$12,410	
	Project Management and Coordination		32	4								32	68		\$12,400	
2.0	LSL Inventory Review and Next Steps															
																\$51,580
	Review Existing LSL Inventory Data Records and Workshop	8	8	2	4	2	24			4		2	54	\$500	\$10,260	
	LSL Inventory Review Technical Memorandum	4	8	4	8	4	24		16	24	4	4	100		\$16,700	
	State SRF Grant Support		8	2	4	8	8			8		8	46		\$7,920	
	Prepare Roadmap	6	8	8	8	8	24			24		4	90		\$16,200	
3.0	Development Data Management Tools															\$97,230
	Evaluate Data Management Solutions	4	4	2	4	36	36					2	88		\$15,740	
	Workshop to Review Options		4	4	2	8	8			4			30	\$750	\$5,740	
	Allowance for Year One Data Management Implementation												0		\$75,000	
4.0	Development of Design Bid Documents / SRF Loan / Bidding Services															\$92,810
	Develop standard details and specifications	4	16	4	24		24		24	32		8	136		\$23,360	
	Prepare draft and final design bid documents	8	16	4	24		24		40	60		8	184		\$30,460	
	Prepare cost estimates	2	2		8			16		8			36		\$6,480	
	Prepare IEPA SRF plans and specs bidding checklist and assist with loan agreement		8	8	8				16	32		24	96		\$15,120	
	One Design Review Meeting		8	4	4				4	4			24	\$1,000	\$5,100	
	Bidding Assistance		12		8				8	24		20	72	\$250	\$11,040	
5.0	Outreach and Resident Support															\$71,730
	Develop ROE and homeowneragreement forms	2	4							4		2	12		\$2,280	
	Develop outreach plan for 2025	2	2	2					4	10	60	8	88		\$14,310	
	Prepare outreach materials	2	4	2					4	8	48	20	88	\$1,000	\$13,880	
	Public Meeting		8							8	8	8	32	\$500	\$5,120	
	Support of community based organization training and support		4							8	32	160	204	\$1,000	\$24,840	
	Call Center Support- Assume 80 hours											80			\$8,800	
6.0	LCRR/LCRI Support - Allowance														\$5,000	\$5,000
	TOTAL	42	124	46	106	66	172	16	116	262	152	358	1380	\$6,000	\$343,960	\$349,960

1. Other Direct Costs or ODCs include travel cost, copies, FedEx, etc.
2. Rates are valid until April 2026. Rates will be adjusted 4% annually thereafter.



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

CDM Smith and the City will establish a detailed project scope at the project kickoff. CDM Smith anticipates complete the above scope of work within one year of the Notice to Proceed (NTP).

The preliminary timeline for tasks are as follows:

Task 1	Project Management	Entire Project Duration
Task 2	Inventory Review	Six months from NTP
Task 3	Data Management	Six months from NTP (for evaluation only)
Task 4	Prepare Bid Documents	Nine months from NTP
Task 5	Outreach	Nine months from NTP
Task 6	LCRR/LCRI Allowance	N/A



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

Amendment No

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

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

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

Amount of original contract \$ _____
 Amount of previous amendments \$ _____
 Amount of current amendment \$ _____
 Amount of adjusted/final contract \$ _____

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

State fully the nature and reason for the amendment change _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/22/2025

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 Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	INSURER A: Evanston Insurance Company	35378
	INSURER B: Hartford Fire Insurance Co.	19682
	INSURER C: Underwriters At Lloyds London	15792
	INSURER D: Hartford Accident & Indemnity Company	22357
	INSURER E: Twin City Fire Insurance Company	29459
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 570112657727**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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			08CSEQU4161	01/01/2025	01/01/2026	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			08 UEN QU4162	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION						EACH OCCURRENCE	
							AGGREGATE	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	08WNQU4160 AOS 08WBRQU4163 WI	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER	
E					01/01/2025	01/01/2026	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
C	Architects & Engineers Professional			PSDEF2500033 Professional/Claims Made	01/01/2025	01/01/2026	Each Claim Aggregate Deductible	\$1,000,000 \$1,000,000 \$5,000,000

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

RE: Project: Lead Contaminated Galvanized Water Service Line Replacement City Project 2025-20, Agreement Name: Professional Engineering Services Agreement.
The City of Decatur and its officers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur, Illinois 1 Gary K. Anderson Plaza Decatur IL 62523-1196 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 <i>Aon Risk Services Northeast, Inc.</i>



AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED CDM Smith Inc.
POLICY NUMBER See Certificate Number: 570112657727		
CARRIER See Certificate Number: 570112657727	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

01.01.25 - 01.01.26 Professional

Policy: PSDEF2500033

Beazley (Syndicates 2623/0623) - 25%

BRIT (Syndicate 2987) - 25%

Arch Insurance (UK) Limited - 5%

Convex Insurance UK Limited - 7.5%

Lloyds Syndicates - 12.5% 4242 - 6.25%, 457 - .9375% - 1.5625%, 4711 - 1.25%, 1686 - 1.25%, 5555 - 1.25%

Lloyds Syndicate 1458 - 10%

Lloyds Syndicate 1618 - 15%

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization on be added as an additional insured to your policy.	All locations as required by a written contract or agreement entered into prior to an 'occurrence' or offense
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CDM Smith, Inc

Endorsement Effective Date: 01/01/2025

SCHEDULE

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

BLANKET AS REQUIRED BY WRITTEN CONTRACT

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

SCHEDULE

Number of Days Notice:Part A: 30Part B: 10Part C: 30**Name of Certificate Holder:**

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Mailing Address:

This policy is subject to the following additional Conditions when a number of days are shown in the Schedule for any of the above Parts.

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B.** If this policy is cancelled by the Company for nonpayment of premium, notice of such cancellation will be provided to the certificate holder in the Schedule within the number of days notice of the cancellation effective date, as shown in Part B.

- C.** If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the Schedule, within the number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the Schedule will be sufficient proof of notice. If the number of days notice in the Schedule for any Part is left blank or is shown as zero, no notice will be provided to the Scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO DESIGNATED CERTIFICATE HOLDER

Policy Number: 08 WN QU4160

Endorsement Number:

Effective Date: 01/01/2025 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: CDM Smith, Inc.
75 State Street, Suite 701
Boston, MA 02109

This policy is subject to the following additional Conditions when a number of days are shown in the schedule for any of the below Parts:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule, at least the number of days in advance of the cancellation effective date, as shown in Part A.
- B. If this policy is cancelled by the Company for non-payment of premium, notice of such cancellation will be provided to the certificate holder in the schedule within the number of days notice of the cancellation effective date, as shown in Part B.
- C. If this policy is cancelled by the insured, notice of such cancellation will be provided to the certificate holder in the schedule, within the

number of days notice of the cancellation effective date, as shown in Part C.

If notice is mailed, proof of mailing notice to the certificate holder's mailing address as shown in the schedule will be sufficient proof of notice. If the number of days notice in the schedule for any Part is left blank or is shown as zero, no notice will be provided to the scheduled certificate holder under that Part.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the company or its agents or representatives.

Schedule

Number of Days Notice:

Part A: 90

Part B: 10

Part C: 90

Name and Mailing Address of Certificate Holder

BLANKET AS REQUIRED BY WRITTEN CONTRACT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

The following is added to the **Other Insurance** Condition in the Business Auto and Garage Coverage Forms and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF Massachusetts)
) ss.
 COUNTY OF Suffolk)

SECTION I. BUSINESS STATUS STATEMENT

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

A. CDM Smith Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

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

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 04-2473650.

B. CORPORATION

The State of Incorporation is Massachusetts

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>CT Corporation System</u> Name	_____
<u>208 So. Lasalle St., Suite 814</u> Address	Company Address, Principal Office
<u>Chicago, IL 60604-1101</u> City, State, Zip	_____
_____	City, State, Zip
_____	_____
Telephone	Telephone Facsimile
_____	_____
_____	Website

The corporate officers are as follows:

President: Anthony B. Bouchard

Vice President: N/A

Secretary: Paul Milligan

C. PARTNERSHIP OR LLC

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

_____	_____
Name	Home Address & Telephone
_____	_____
Name	Home Address & Telephone
_____	_____
Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract _____ X None

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

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

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER



Signature

Amrou Atassi

Printed Name

Senior Vice President

Title

SUBSCRIBED and SWORN to before me this 6th day of June, 2025.



Notary Public

Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name: LEAD CONTAMINATED GALVANIZED WATER SERVICE LINE REPLACEMENT		
Consulting Engineer: CDM Smith Inc.		
Classification	Minimum	Maximum
Principal	\$100	\$130
Project Manager	\$80	\$100
Senior Engineer	\$65	\$90
Senior Technical Reviewer	\$80	\$140
Engineer	\$40	\$65
Senior GIS/Technician	\$45	\$75
GIS/Technician	\$25	\$45
Outreach/Communications Specialist	\$30	\$75
Clerical	\$25	\$50
Junior Engineer	\$28	\$40

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project:			
(Consulting Engineer Name & Address)		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$

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

Consulting Engineer's
Signature: _____

Title: _____

City of Decatur Lead Service Line Replacement Program Project Location

20

Oreana

N



Bearsdale

51

12

70

N Wykes Rd

West College

SA

Wykes
Corners

Airport Park

Decatur Airport

E US

121

Turpin

Elwin

51

Esri, HERE, Garmin, SafeGra

GRR Service Lines

- Yes
- Unknown
- No

**Geometric center of GRR
service lines:
39°50'48.43"N,
88°57'14.10"W**

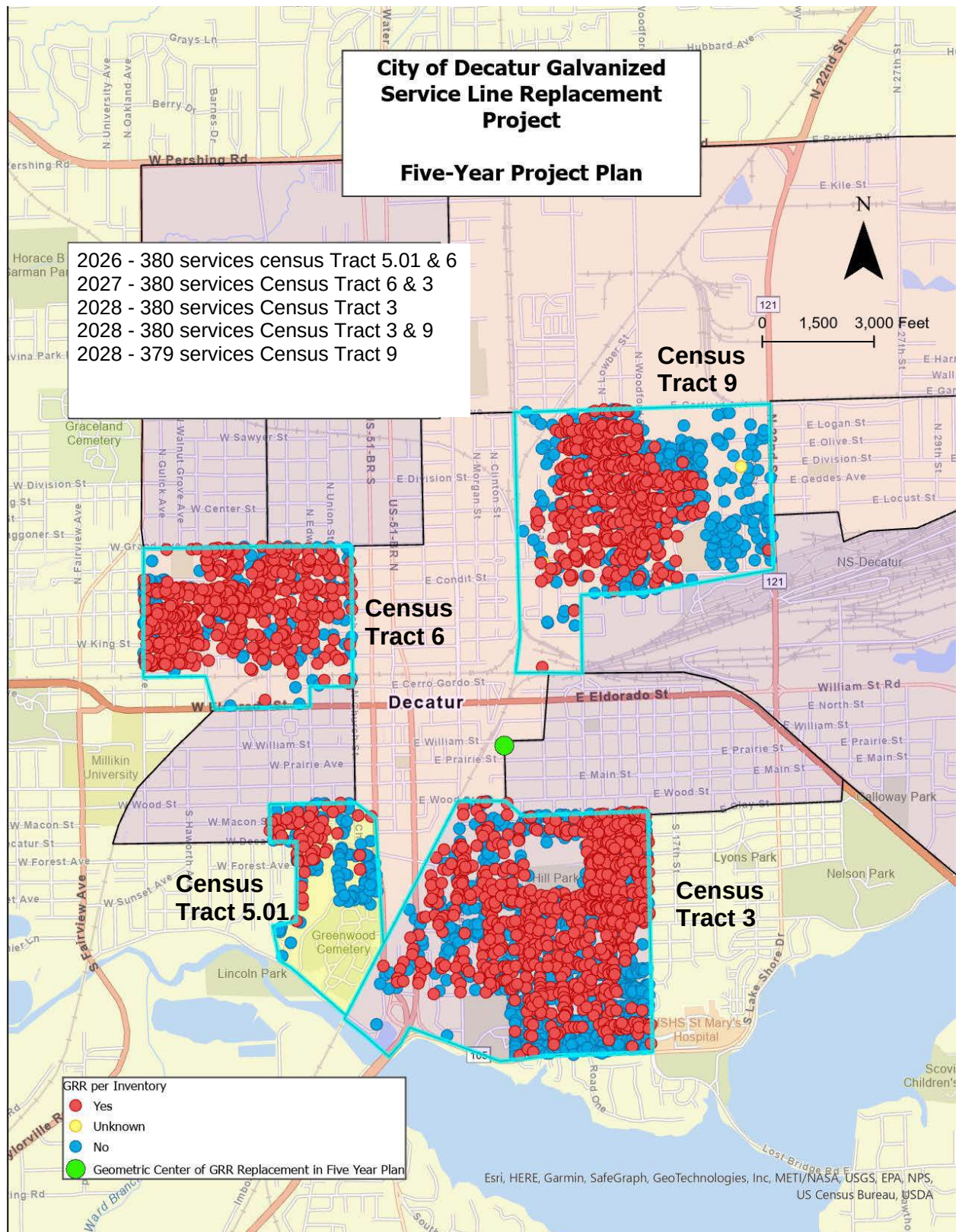


FIGURE I LOCATION MAP FOR FIVE-YEAR PLAN

ECONOMIC AND COMMUNITY DEVELOPMENT

No. 2025-12

June 2, 2025

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Lacie Elzy, Transportation Services Director
Kirsten Born, Senior Neighborhood Programs Specialist

SUBJECT: Resolution Authorizing Execution and Agreement of Home Repair and Accessibility Program (HRAP) Round 2

SUMMARY RECOMMENDATION: It is recommended that this item be approved.

BACKGROUND:

In January of 2021, the city was notified that we had been awarded HRAP Round 1 funding in the amount of \$400,000 which was matched by American Rescue Plan dollars in the amount of \$400,000. 38 roof replacements were completed using this funding. The funding expired March of 2025.

In March of 2025, the City of Decatur applied for an additional \$400,000 of the Home Repair and Accessibility Program (HRAP) Round 2 grant through the Illinois Housing Development Authority (IHDA). This grant would cover the replacement of roofs for a minimum of 21 homeowners.

SCHEDULE: The award announcements are expected Friday, June 20, 2025. Although it is not known that we will receive funds, if we do, the required grant documents have a tight turnaround for submission that would not align with future council meetings.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

STAFF REFERENCE: Should the City Council have any questions; they may contact Lacie Elzy at 217-542-3559 or lelzy@decaturil.gov or Kirsten Born at 217-424-2797 or kborn@decaturil.gov.

BUDGET/TIME IMPLICATIONS: Authorizes the execution and agreement of Home Repair and Accessibility Program Funding.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXECUTION AND AGREEMENT OF HOME REPAIR
AND ACCESSIBILITY PROGRAM (HRAP) ROUND 2**

WHEREAS, the City of Decatur (the “City”) has applied for a grant (the “Grant”) from the Illinois Housing Development Authority (The “Authority”) program administrator of the Home Repair Accessibility Program (the “Program”), as that Program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 et seq. (the “Act”), as governed by the Program guidelines described in the Conditional Commitment Letter, as may be amended from time to time.

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

Section 1. That the City of Decatur, Illinois if awarded, would accept and execute the Conditional Commitment Letter and Funding Agreement (“Agreement”) with the Illinois Housing Development Authority and amend such Agreement if necessary in order to obtain grant assistance under the provision of the Act.

Section 2. That if the City of Decatur is awarded the grant, the City Manager or their designee of the City of Decatur, is hereby authorized and directed to sign and execute the Conditional Commitment letter, Agreement of its amendment(s), modifications and supplements thereto, and to execute and deliver such additional documents, instruments and certificates, as may be necessary or desirable, on behalf of the City of Decatur, Illinois for such assistance.

Section 3. That the City Manager or their designee of the City of Decatur, Illinois is authorized to take all action necessary to effectuate the accepting of the grant if awarded.

PRESENTED AND ADOPTED this 16th day of June 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

**TRUST FUND
SINGLE FAMILY
LOANS**

June 20, 2025

[Grantees Name]
[Grantee's Address]
[Grantee's Address]
[Grantee's Email]
Attn: [Signatory]

Re: Conditional Commitment Letter (this "Letter")
Home Repair and Accessibility Program ("HRAP"), Round 2
[Sponsor] [(PID)]
Illinois Affordable Housing Program FY[25][26]

Dear [Signatory]:

The Illinois Housing Development Authority ("IHDA") is the program administrator of the Illinois Affordable Housing Program (the "Trust Fund"), as that program is authorized by the Illinois Affordable Housing Act, 310 ILCS 65/1 *et seq.*, as amended from time to time (the "Trust Fund Act"), and the rules promulgated under the Trust Fund Act, as amended and supplemented from time to time (the "Rules"). All capitalized terms used in this Letter and not otherwise defined shall have the meanings established in the Trust Fund Act, and if not defined there, the meanings established in the Rules.

[Grantee], an Illinois [not-for-profit corporation][unit of local government] ("Sponsor") has applied to IHDA for, and IHDA agrees to make, funds available in an amount not to exceed [Insert Grant Amount and 00/100 Dollars (\$[00.00])] (the "Funds") from the Trust Fund, pursuant to Section 8 of the Trust Fund Act, to make forgivable mortgage loans ("Loans") to certain Low Income Households (defined as a household income at or below 80% of the area median income) and Very Low Income Households (defined as a household income at or below 50% of the area median income) (the "Households") in connection with making repairs for health, safety, energy efficiency, or accessibility ("Full or Accessibility Rehabilitation"), or if no Full or Accessibility Rehabilitation is necessary, for repairing or replacing the roof to mitigate damage or deterioration so that the home is insurable ("Roof Rehabilitation") to approximately ___ single-family homes (the "Homes"), located in the [Insert Service Area], to be identified at a later date (the "Project"). All Full or Accessibility Rehabilitation and Roof Rehabilitation will collectively be referred to as "Rehabilitation" in this Letter.

The provision of the Funds shall be subject to the contingencies, terms and conditions set forth below.

A. CONTINGENCIES: IHDA's performance of its obligations under this Letter is

contingent upon:

1. **Availability of Appropriations** (30 ILCS 500/20-60). IHDA shall use its best efforts to secure sufficient appropriations to fund the Loans. However, IHDA's obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to IHDA by the Illinois General Assembly to allow IHDA to fulfill its obligations under this Letter; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by IHDA, at IHDA's sole discretion, are insufficient to complete the Project. IHDA shall give the Sponsor notice of insufficient funding as soon as practicable. The Sponsor's obligation to perform shall cease upon receipt of the notice.

2. **Other Contingencies**. IHDA's performance of its obligations under this Letter, dated as of the date set forth above, is also contingent upon the Sponsor's completion or satisfaction of each and all of the terms and conditions listed below to IHDA's sole satisfaction. IHDA's performance is also contingent upon its determination, in its sole discretion, on the Closing Date (as hereinafter defined) and each date thereafter upon which Funds are to be disbursed, that the (a) funds received from all sources listed above, plus any additional funds provided by the Sponsor or any other funding source, will be sufficient to complete the Rehabilitation of the Homes constituting the Project; and (b) Sponsor, its constituent or related entities, or its members, shareholders or other related individual, is not in default under the terms of any other loan or grant made by IHDA under the Trust Fund or any other IHDA program, or not having been in default under the terms of any other loan or grant made by IHDA under any IHDA program and failed to cure that default.

B. **GENERAL CONDITIONS**: This Letter and the Funds shall be subject to the terms and conditions of the Trust Fund Act, the Rules, the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time (the "Act"), and the rules, policies and procedures now or hereafter adopted by IHDA pursuant to the Act, all as amended and supplemented from time to time. In addition, the Sponsor shall review and become familiar with the program requirements as set forth in that certain HRAP Program Manual (as amended and supplemented from time to time, the "Program Manual"). The Program Manual shall be incorporated into the Funding Agreement and will be available electronically upon request prior to the Closing Date.

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

1. **Amount of Funds**. The Funds shall be in the amount not to exceed [INSERTAMOUNT AND NO/100 DOLLARS (\$____.00).]

2. **Conditions of Funds**.

a. As set forth above, Loans to Low Income Households and Very Low Income Households for Full or Accessibility Rehabilitation shall (a) not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) each, (b) bear no interest, (c) have a term of five (5) years (as applicable, the "Term"), and (d) be forgiven at the rate of one-sixtieth

(1/60th) of the amount of the Loan at the end of each month throughout the Term. Loans to Low Income Households for Roof Rehabilitation shall (i) not exceed Twenty-Five Thousand Five Hundred and 00/100 Dollars (\$25,000.00) each, (ii) bear no interest, (iii) have a term of three (3) years (as applicable, the “Term”), and (iv) be forgiven at the rate of one thirty-sixth (1/36th) of the amount of the Loan at the end of each month throughout the Term. All Loans must be for a minimum of Two Thousand and 00/100 Dollars (\$2,000.00) each.

b. The unforgiven, outstanding amount of each Loan shall be payable in accordance with the note and mortgage upon the earlier of (x) the sale or transfer of the Home, other than by inheritance to a co-owner of the Home or by operation of law upon the death of a joint tenant owner or to a spouse as a result of a divorce of co-owners or (y) the Home is no longer the principal residence of the Household or (z) a refinancing of the Home that is not a Permitted Refinancing, as defined herein. A “Permitted Refinancing” shall mean a refinancing that lowers the interest rate of the first mortgage loan on the Home, decreases its term or lowers the monthly payment of the loan; it does not include a refinancing that increases the outstanding balance of the first mortgage loan, increases the interest rate on the loan or allows the Household to receive money as a result of the refinancing. Any Permitted Refinancing must be approved by IHDA, in writing, in advance.

c. To the extent Loan funds are available, Households may transfer such available funds from Roof Rehabilitation to Full or Accessibility Rehabilitation if health and safety issues are discovered in the Home; however, these rehabilitation options may not be combined, and the total construction costs may not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00) per Home.

3. **Closing Date.** The closing of the Funds shall occur at such time (the “Closing Date”) as: (a) the Sponsor has satisfied all of the requirements set forth in this Letter, as determined in IHDA’s sole discretion; and (b) IHDA has issued its internal closing memo authorizing the closing of the Funds. Unless otherwise agreed in writing by the parties, the Closing Date shall be no later than **September 15, 2025** (the “Outside Closing Date”). **If the closing of the Funds does not occur on or before the Outside Closing Date, this Letter shall terminate and shall not be extended.**

4. **Purpose of Funds.** The Sponsor shall enter into a funding agreement (the “Funding Agreement”) with IHDA setting forth the terms and conditions governing the disbursement and use of the Funds. The Funding Agreement shall contain provisions including, but not limited to, the following:

a. **Use of Funds.** The Sponsor shall use the Funds to make Loans to Households approved by the Sponsor to participate in the Project. The proceeds of the Loans shall be used to address accessibility, health, and safety issues of the property or to mitigate roof damage and deterioration so that the property is insurable. Funds shall not be used for institutional properties, but must be for independently owned residences.

b. **Conditions of Loans.** As set forth in **Paragraph C.2**, along with the other conditions provided herein, the Loans shall not exceed Fifty Thousand and 00/100 Dollars

(\$50,000.00) each for Full or Accessibility Rehabilitation, or Twenty-Five Thousand Five Hundred and 00/100 Dollars (\$25,000.00) each for Roof Rehabilitation. Each Loan shall be governed by an Owner Agreement entered into by and between the Sponsor and the Household and further evidenced by a Note and a Mortgage from the Household, each in favor of IHDA.

c. Project Completion Date. All Loans shall be made no later than twenty-four (24) months of the Closing Date (the "Termination Date"). All Rehabilitation shall be completed by the Termination Date. Any unexpended Funds as of the Termination Date shall be retained by IHDA.

5. Disbursement Date. The initial disbursement of thirty percent (30%) of the Funds will be disbursed to Grantee within sixty (60) days following the effective date of the Funding Agreement. Further disbursement of the Funds is dependent upon Grantee's expenditure of the previously disbursed Funds, as more fully described in the Funding Agreement.

6. Funds Documents. Prior to the Closing Date, the Sponsor shall deliver to IHDA the Funding Agreement electronically executed by the Sponsor and such other documents as IHDA may require, in its sole discretion. This Letter, the Funding Agreement, and all other documents governing or securing the Funds are collectively referred to in this Letter as, the "Funding Documents."

7. Sponsor's Eligible Fees.

a. The Sponsor may retain a maximum of five percent (5%) of the Funds for administrative costs ("Administrative Costs") (as further described in the Program Manual); provided, however, that such administrative costs are eligible costs to be determined by IHDA in its sole discretion. Disbursement of the Administrative Costs is included in the disbursements detailed in **Paragraph 5**. If the Sponsor does not utilize the entirety of the Funds prior to the Termination Date, IHDA may, in its sole and absolute discretion, require a proportional repayment of the Administrative Costs.

b. The Sponsor may retain a portion of the Funds to pay for the project costs directly related to each Rehabilitation ("Project Delivery") (as further described in the Program Manual) in an amount not to exceed a fifteen percent (15%) of the total amount of the hard and soft construction costs (as detailed in the Program Manual) of the respective Loan. The costs for Project Delivery must be eligible costs as determined by IHDA in its sole discretion.

8. Other Showings. Not less than seven (7) days prior to the Closing Date, the Sponsor shall, at its sole cost and expense, deliver to IHDA, the following documents, in form and substance satisfactory to IHDA:

a. Resolution or ordinance of the Sponsor, certified by the secretary, clerk, or other authorized municipal official acceptable to IHDA, authorizing the Project and the execution of the Funding Agreement and any other documents in connection with the

Project; Certificate of Incumbency of the Sponsor indicating those officers and/or officials who are authorized to execute and deliver the Funding Agreement and any other documents in connection with the Project, with specimen signatures of those officers and/or officials, certified by an authorized officer or official of the Sponsor, as of a date within thirty (30) days prior to the Closing Date;

b. Sponsor's organizational documents certified by the Secretary of State, as of a date within thirty (30) days prior to the Closing Date, from the state of organization and evidence that Sponsor is qualified to do business in Illinois;

c. Participant Selection Plan;

d. Drug-Free Workplace Certification in the form attached to this Letter as **Exhibit A**; and

e. Any and all other documents and showings requested by IHDA or its counsel, in their sole discretion.

9. **Privacy Act Certification.** The Sponsor certifies, to the best of its knowledge and belief, that the undersigned has adopted and implemented and will enforce an Information Security Policy ("Privacy Policy") that: (a) complies with the Gramm-Leach-Bliley Act (the "GLB Act"); (b) complies with the Federal Trade Commission's established policies and procedures for safeguarding information for applicants and individual participants ("Participants") of the Project (the "Safeguard Rule"); (c) includes appropriate measures to dispose of applicants' and Participants' information in compliance with the foregoing (the "Disposal Rule"); and (d) complies with the Personal Information Act (the "PIP Act") (the GLB Act, the Safeguard Rule, the Disposal Rule and the PIP Act shall be collectively referred to herein as the "Privacy Legislation").

The Sponsor additionally certifies, to the best of its knowledge and belief, that the undersigned's Privacy Policy: (i) creates a form of privacy notice that is in compliance with the Privacy Legislation ("Privacy Notice"); (ii) requires that the Privacy Notice be delivered to all individuals prior to a relationship being established with and prior to the applicant disclosing any nonpublic personal information to the Sponsor regardless of whether or not a loan is extended to this individual; (iii) directs that the Privacy Notice be sent by mail to the last known address or delivered in person to all of the existing Participants under the Project and yearly thereafter for the duration of the relationship with the Participants; (iv) provides that if the Sponsor changes its Privacy Policy that the Sponsor will need to provide a new, revised Privacy Notice reflecting the changes to the Privacy Policy to the Participants; and (v) complies with all of the requirements set forth in that certain Notice Regarding Privacy Act delivered to the Sponsor by IHDA.

The Sponsor acknowledges that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

D. LIMITATIONS ON USE OF THE FUNDS. All of the Homes shall be occupied by Low

Income Households or Very Low Income Households. A copy of the current income guidelines will be provided by IHDA in the Program Manual. The Sponsor shall obtain evidence, satisfactory to IHDA, of each prospective Household's income prior to the disbursement of any Loan.

E. GENERAL PROVISIONS.

- 1. Assignment.** This Letter is not assignable by the Sponsor, in whole or in part.
- 2. Termination.** If the closing of the provision of the Funds does not take place on or before the Outside Closing Date, this Letter shall immediately terminate and be of no further force and effect.
- 3. No Personal Liability.** No member, officer, agent or employee of IHDA or the Trust Fund Advisory Commission, or their successors and assigns, shall be liable personally concerning any matters arising out of or in relation to the undertakings or obligations set forth in this Letter.
- 4. Indemnification of IHDA.** The Sponsor agrees to defend and indemnify and hold harmless IHDA from and against any and all damages, including, but not limited to, any past, present or future claims, actions, causes of action, suits, demands, liens, debts, judgments, losses, costs, liabilities and other expenses, including, but not limited to, reasonable attorneys' fees, costs, disbursements, and other expenses, that IHDA may incur or suffer by reason of or in connection with the Project. The Sponsor further agrees that IHDA, if it so chooses, shall have the right to select its own counsel with respect to any such claims. The obligations of the Sponsor under this **Paragraph E.4** shall survive the provision of the Funds.
- 5. State Debt.** By signing and accepting this Letter, the Sponsor is hereby declaring and certifying that it and its affiliates and related entities are not delinquent in the payment of any debt to the State of Illinois (or if delinquent, has entered into a deferred payment plan to pay the debt) and the Sponsor and its affiliates and related entities acknowledge that IHDA may declare this Letter null and void if this certification is false or if the Sponsor, its affiliates or related entities later becomes delinquent and has not entered into a deferred payment plan to pay off the debt.
- 6. Time for Acceptance.** The terms and conditions of this Letter shall not become effective unless the Sponsor unconditionally accepts it by executing this Letter in the space provided below via DocuSign (or similar electronic signature system, acceptable to IHDA) within sufficient time so that IHDA actually receives them within ten (10) days of the date of this Letter. If not accepted unconditionally and received by IHDA as provided herein, this Letter shall automatically become void and of no legal effect.
- 7. Publicity.** IHDA reserves the right to publicize the issuance of this Letter and the provision of the Funds. The Sponsor agrees that IHDA may use photographs of the interior and exterior of the Rehabilitations for its future marketing and public relations purposes. The Sponsor shall notify IHDA immediately of any formal publicity in connection with the Project that is arranged or promoted by the Sponsor or any other party participating in the financing or development of the Project. Formal publicity includes, but is not limited to, participation in news

conferences and media events such as groundbreaking and dedication ceremonies. IHDA shall have the right to approve the dates of any formal publicity events and the content of any media releases for such events. The use of IHDA's name in any signage, advertising or in any other manner is subject to IHDA's prior written consent.

8. Survival of Obligations. The Sponsor's obligations as set forth in this Letter shall survive the Closing Date and the Sponsor shall continue to cooperate with IHDA and furnish any documents, exhibits or showings required. In the event of a conflict between this Letter and the Funding Agreement, IHDA shall determine which document shall control.

9. Notices. Any notice, demand, request or other communication which any party may desire or may be required to give to any other party under this Letter shall be given in writing, at the addresses set forth below, by any of the following means: (a) personal service; (b) overnight courier; (c) registered or certified United States mail, postage prepaid, return receipt requested; or (d) electronic mail.

The Sponsor:

[Insert Sponsor's Address and contact and email]

IHDA:

Illinois Housing Development Authority
111 East Wacker Drive, Suite 1000
Chicago, Illinois 60601
Attn: Legal Department
legalnotices@ihda.org

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

10. Errors and Omissions. IHDA reserves the right, in its sole and absolute discretion, to change or insert terms and conditions contained in this Letter which are incorrect or which were omitted herein, based upon errors and omissions of IHDA.

11. Counterparts. This Letter may be executed in counterparts, and each counterpart shall, for all purposes for which an original of this Letter must be produced or exhibited, be the

Letter, but all such counterparts shall constitute one and the same instrument. IHDA reserves the right, in its sole and absolute discretion, to require original signatures or to rely on facsimile transmissions or photocopies of facsimile transmissions and the Sponsor, hereby waives any rights to object to the validity of their signature based upon IHDA's determination as aforesaid.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

DRAFT

Very truly yours,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: _____
Kristin Faust, Executive Director

Signed on June ____, 2025

Approved as to form:

By: _____
Christina McClernon, General Counsel

By: _____
Seth H. Runkle, Chief Financial Officer

Accepted by the Sponsor this June ____, 2025

[SPONSOR],
An Illinois [not-for-profit corporation][unit of local government]

By: _____
Name: _____
Its: _____

Exhibits:

A: Drug-Free Workplace Certification

EXHIBIT A

STATE OF ILLINOIS

Drug Free Workplace Certification

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

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

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

(a) Publishing a statement:

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

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

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

- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by paragraph (a) hereof to each employee engaged in the performance of the contract or grant and posting the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under subparagraph (3) of paragraph (a) hereof from an employee, or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

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

[SPONSOR]

an Illinois [not-for-profit corporation][unit of local government]

By: _____

Name: _____

Its: _____

Date: _____

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
April 1, 2025

Pursuant to notice, the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: VICE CHAIR Greg Spain
COMMISSIONER Christina Arganbright
COMMISSIONER Tony Wilkins
COMMISSIONER Amy Spry
ACTING SECRETARY Penny Rogers

ABSENT: CHAIR Todd Ray
ADMINISTRATIVE ASSISTANT Sherry Beasley

Call to Order

Vice Chair Greg Spain called the meeting to order at 11:32 a.m.

Roll Call

Three out of five Commissioners were present at the time of roll call. Commissioner Amy Spry arrived at 11:34 a.m. Vice Chair Spain declared a quorum does exist to conduct and approve business.

Vice Chair Ray called for Appearance of Citizens:

No citizens were present.

The Minutes of the March 4, 2025, regular meeting were presented. Commissioner Tony Wilkins moved that the March 4, 2025, regular meeting minutes be approved, seconded by Vice Chair Greg Spain and upon call of the roll, Commissioners Christina Arganbright, Tony Wilkins, Amy Spry, and Vice Chair Greg Spain voted aye. Vice Chair Spain declared the motion carried.

Commissioner Christina Arganbright moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees, seconded by Commissioner Amy Spry and upon call of the roll, Commissioners Tony Wilkins, Christina Arganbright, Amy Spry and Vice Chair Greg Spain voted aye. Vice Chair Spain declared the motion carried.

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
April 1, 2025
Page 2

Commissioner Amy Spry moved to return to Open Session, seconded by Commissioner Christina Arganbright and upon call of the roll, Commissioners Christina Arganbright, Tony Wilkins, Amy Spry, and Vice Chair Greg Spain voted aye. Vice Chair Spain declared the motion carried.

Vice Chair Spain called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Police Patrol Officer, Commissioner Tony Wilkins, moved the Authorization Request be received, placed on file, and approved, seconded by Christina Arganbright, and upon call of the roll, Commissioners Tony Wilkins, Christina Arganbright, Amy Spry, and Vice Chair Greg Spain voted aye. Vice Chair Spain declared the motion carried.
- B. Authorization Request to Approve Final Scores & Eligible Register for Office Support Representative, Commissioner Christina Arganbright, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Tony Wilkins, and upon call of the roll, Commissioners Amy Spry, Tony Wilkins, Christina Arganbright, and Vice Chair Greg Spain voted aye. Vice Chair Spain declared the motion carried.
- C. Authorization Request to Approve Final Scores & Eligible Register for Transit Utility Worker, Commissioner Amy Spry, moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Christina Arganbright, and upon call of the roll, Commissioners Amy Spry, Christina Arganbright, Tony Wilkins, and Vice Chair Greg Spain voted aye. Vice Chair Spain declared the motion carried.

Vice Chair Spain called for New Business:

- A. Authorization Request to Approve Job Announcement & Establish Lateral Transfer Register for Police Patrol Officer, Commissioner Christina Arganbright moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Amy Spry, and upon call of the roll, Commissioners Christina Arganbright, Tony Wilkins, Amy Spry, and Vice Chair Greg Spain voted aye. Vice Chair Spain declared the motion carried.
- B. Authorization Request to Approve Job Announcement & Establish Eligible Register for Police Patrol Officer, Commissioner Amy Spry moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Christina Arganbright, and upon call of the roll, Commissioners

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
April 1, 2025
Page 3

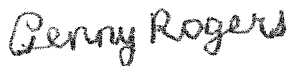
Amy Spry, Christina Arganbright, Tony Wilkins, and Vice Chair Greg Spain voted aye. Vice Chair Spain declared the motion carried.

- C. Receiving and Filing of Personnel Actions – Commissioner Tony Wilkins moved that the appointment, promotion, shift letter commendation, division letter commendation, written reprimand, civil service status, request for leave, return to former position, relinquish position, and resignation be received, placed on file, and approved, seconded by Christina Arganbright, and upon call of the roll, Commissioners Tony Wilkins, Christina Arganbright, Amy Spry, and Vice Chair Greg Spain voted aye. Vice Chair Spain declared the motion carried.

Chair Ray called for Other Business:

There being no other business, Commissioner Tony Wilkins moved to adjourn the meeting, seconded by Commissioner Christina Arganbright, and upon call of the roll, Commissioners Amy Spry, Christina Arganbright, Tony Wilkins, and Vice Chair Greg Spain voted aye. Vice Chair Spain declared the meeting adjourned at 11:54 am.

Respectfully Submitted,



Penny Rogers
Acting Secretary

RESOLUTION NO. R2025_____

**RESOLUTION AUTHORIZING APPLICATION FOR BIRD CITY ILLINOIS
(DECATUR, ILLINOIS)**

WHEREAS, the City of Decatur and Decatur residents recognize that birds are beautiful, easily observed wildlife that share in our community, and

WHEREAS, the City of Decatur is joined by the Decatur Park District, Macon County Conservation District, and Macon County Community Environmental Council in this important project along with the Decatur Area Audubon Society.

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

Section 1: The City of Decatur supports the filing of an application by the Decatur Audubon Society.

Section 2: The Mayor, City Manager or their designee are authorized to execute any documents necessary for any applications for Bird City Illinois.

PRESENTED AND ADOPTED this 16th day of June, 2025.

ATTEST:

JULIE MOORE WOLFE, MAYOR

KIM ALTHOFF, CITY CLERK

Bird City Illinois (Decatur)

Part of the Bird City Network

ACHIEVEMENTS (DRAFT APPLICATION)

1. Habitat

1.1 – Promote best management of community habitat

1.1.2 – Document that current community planning seeks to provide additional bird habitat.

- The Decatur Park District has recently provided additional and enhanced bird habitats by reducing the amount of landscape that is mowed, allowing for natural regeneration and regrowth at many park sites.
- Further the Decatur Park District has planted additional trees at Scovill Park West and is planning a native pollinator patch.
- The Decatur Area Audubon Society (DAAS) is partnering with the Decatur Park District on a project that will promote native vegetation and bird habitat. This project is multi-faceted and will have various benefits. Due to the breadth of this project, it will likely be a key contributor to many criteria. Documentation will be attached and this project will be subsequently summarized as “The Pollinator Pathway.” DAAS will be present for the planning, implementation, and maintenance of the project, as well as funding a portion of this project.
- Scope: This Project consists of 6-7 small plots of land that equal approximately 3 acres of native vegetation along the newest addition of the Decatur Park District’s Bike Trail. The Pollinator Pathway starts at Cresthaven Park and moves along the pathway for just over a mile.
- Native Vegetation: Approximately 200 native grasses and forbs were planted in the fall of 2023. During the winter of 23-24, a mix of native grass and forb seeds were broadcasted along the snow, and more recently in the Spring of 2024, some native plants were donated and planted to enhance these areas. The installation of native grasses, forbs, and flowering plants will be advantageous to not only birds, but also insects and other wildlife.
- Stream protection: The areas to be established border Stevens Creek, a waterway that runs through the City of Decatur. The establishment of native flora in this area will reduce erosion, pollution, and flooding due to storm water. Not only is the beneficial to the waterways, but also to the flora and fauna that depend on it.
- Education: Signs will be erected throughout the area, providing education pertaining to not only birds, but also wildlife, pollinators, and storm water run-off.

1.1.3 – Demonstrate through public documents or publicity that the local Audubon chapter (or a similar group) takes an active role in the planning process for protecting and enlarging favorable bird habitat.

- “The Pollinator Pathway” as outlined in Category 1.1.2.

- Attached is the Decatur Area Audubon Societies January 2024 Newsletter
- Friends of Lincoln Trail Homestead State Park and Memorial (a committee of the Macon County Community Environmental Council) continues to be great stewards of the Lincoln Trail Homestead State Park. There was a large effort to remove large amounts of bush honeysuckle, garlic mustard, and other invasive species. This effort was followed by planting native understory grasses, forbs, shrubs, and trees. The Friends have also planted and continue to maintain "tree islands" along highway leading to the park. A pollinator patch was also developed within the park, hosting many species of native grasses and forbs. Many of these projects have been documented on their [Facebook](#) page and [website](#) (links embedded). Further engagement with the public includes monthly programs, volunteer events, bio-blitz, and annual report, all of which are open to everyone.

1.1.4 - Demonstrate that your community understands the critical ecological role of pollinators by documenting your Bee City USA status or by describing another substantial effort to promote pollinator health such as participating in the Illinois Monarch project.

- The Decatur Audubon Society launched a "Plants for Birds" initiative in the spring of 2022. This initiative works to identify native gardens in both public and private spaces and award those who maintain the area with a "Plants for Birds" sign. This initiative allows us to discuss the importance of planting with natives for not only birds but also native pollinators. DAAS volunteers often staff booths at public events to engage and discuss the importance of pollinators and this initiative. Further, information regarding Plants for Birds and articles congratulating the gardeners who were awarded the sign, can be found on DAAS newsletters.
- "The Pollinator Pathway" project will create a pollinator pathway along with signage to promote pollinator health and educate the public. (Section 1.1.2)
- Annually in August, the public gets a chance to meet hummingbirds up close at the Macon County Conservation District's Hummingbird Festival, co-sponsored by Decatur Audubon Society. During this event, the only licensed hummingbird bird bander in Illinois, Vernon Kleen, presents information all about hummingbird species, what attracts these birds, and allows the public to watch as wild hummingbirds are caught, banded, and released. This is a very successful event that has been taken place for many years. DAAS promotes this project via "The Avian Advocate", the DAAS monthly newsletter.
- The Macon County Conservation District and the U of I Extension office of Macon County includes Master Gardener's, Master Naturalist's, and the local 4H group co-sponsor a public event that highlights pollinators every year at Rock Springs Nature Center known as "Monarch Madness." Monarch Madness occurs in the fall, usually in September and features various activities such as crafts, educational booths, and close up interactions with monarchs. This event is free and open to the public of all ages. Decatur Area Audubon Society staffs a booth promoting "Plants for Birds."
- Every spring, local environmental groups come together to celebrate Earth Day through The Festival of Spring. This is a day that is packed full of environmental education and outdoor fun for all ages. Every year it hosts booths that include the

Macon County Beekeepers Association, Native Bees, and Pollinator booths that provide an array of information about pollinators.

1.1.5 - Demonstrate that your community has been awarded Tree City USA status by the National Arbor Day Foundation.

The City of Decatur has been part of Tree City USA for over 40 years, most recently in 2019.

<https://www.arborday.org/programs/treecityusa/#recognizedSection>

1.2 - Create and protect habitat

1.2.1 - Document a recent project that created or restored bird habitat in your community. How many acres or square footage did that include?

- Recently Macon County Environmental Council (CEC) and the Friends of Lincoln Trail Homestead State Park and Memorial worked together alongside many volunteers to restore valuable bird habitat. Initially Lincoln Trail Homestead State Park (LTHSP) was overrun with invasive species, primarily bush honeysuckle. The Friends group with the help of volunteers, Millikin University Students, Boy Scouts, Master Naturalists, Master Gardeners, and other community groups removed large bush honeysuckle from an acre of woodlands. The Friends group was awarded an Illinois Clean Energy Community Challenge Grant and was able to hire a land management firm to remove honeysuckle from the majority of the park. Volunteers continue to monitor and remove additional bush honeysuckle, garlic mustard, autumn olive, and tree of heaven. Furthermore, the group worked to establish a 1 acre prairie bursting with native grasses, forbs, and flowers. There is also a native garden at this location, and enhanced the area with native wildflower plantings along the Upland Trail and native tree plantings.
- The Illinois Master Gardeners of the University of Illinois Extension program and CEC co-host a biannual honeysuckle sweep at Fairview Park. This activity consists of at least a dozen volunteers, a lot of loppers, and a couple of Decatur Park District Employees tearing down invasive bush honeysuckle for about 4-5 hours.
- "Pollinator Pathway" adds almost 2 acres of pollinator patches that include native grasses and forbs.

1.2.2 - Create and maintain a public demonstration garden including native plants to benefit birds, wildlife, and ecosystems. Select a highly visible location, consider signage and / or messaging about the space / process, plan for maintenance and monitoring.

The Macon County Conservation District along with Master Naturalists, Master Gardeners, and other volunteers have created a native plant garden that is nestled in along the main walkway to the Rock Springs Nature Center. This garden hosts many species of native plants, which includes signage and information related to each species. The

garden is maintained by a handful of volunteers that ensure the garden continues to be successful and includes multiple group work days through the year.

The Children's Museum of Illinois also has a native plant garden that is managed by the Decatur Garden Club.

The Decatur Public Library has native garden right outside their doors which is managed by the Master Gardeners.

1. 2. 3 - Demonstrate how a public golf course is managed to benefit birds.

The Decatur Park District owns and manages the Red Tail Run Golf Course. Designed by legendary PGA Hall of Famer Raymond Floyd, this signature course features large undulating greens, wide rolling fairways, and native prairie grasses. Located on Decatur's south side, Red Tail Run has five tee locations and multiple angles, making it a course for players of all skill levels. This location hosts approximately 15 acres of native grasses.

1. 2. 5 - Provide evidence (e.g., official designation of natural areas, easements, etc.) that existing bird habitat within community limits has legal protection. (Exclusions: Leash laws; prohibitions against disturbing nests and wildlife; areas consisting primarily of mowed grass)

- Macon County Conservation District has over 3,000 acres of various conservation cover scattered across Macon County. From warm season grass stands to mature forests, wetlands, streams, and ponds, these areas create ideal habitats for the birds in our area. Areas are also managed through varying conservation techniques, such as prescribed burns and invasive species management. The closest conservation area to the city of Decatur, lies just 4 miles outside of the city limits. Establishment of Conservation and Conservancy Districts is governed by Illinois Statutes, Chapter 70. The following conservation areas are owned and managed by the Macon County Conservation District:
- Friends Creek Conservation Area (621 acres)
- Fort Daniel Conservation Area (370 acres)
- Griswold Conservation Area (45 acres)
- Rock Springs Conservation Area (1,300 acres)
- Sand Creek Conservation Area (794 acres)
- Bois du Sangamon State Nature Preserve (40 acres)
- The Illinois Department of Natural Resources is known for their drive to conserve natural areas. Below are the major areas of conservation within Macon county. The closest being just 3 miles outside of Decatur City Limits. These areas include:
- Spitler Woods State Natural Area (200 acres)
- Lincoln Trail Homestead State Park and Memorial (162 acres)
- Calamus Lake State Nature Preserve (120 acres)
- Decatur is known for its extensive parks and bike trail. The Decatur Park District owns and manages 2,000 acres of park land, with 26 neighborhood parks and 10 community parks/nature areas.

1.3 – Promote native plants

1.3.1 – Document a program to support the establishment of natural lawns and native landscaping, by offering training (e.g. presentations, workshops, workdays) on native plantings for birds, pollinators, water quality. Examples can include public presentations of Audubon’s Plants for Birds Initiative or Homegrown National Park.

- The Decatur Audubon Society launched a “Plants for Birds” initiative in the spring of 2022. This initiative works to identify native gardens in both public and private spaces and award those who maintain the area with a “Plants for Birds” sign. The Decatur Area Audubon Society attends many festivals and other public events where gardeners and homeowners with native plants can sign up for a free “Plants for Birds” sign. The initiative is presented annually at a Decatur Audubon Society membership meeting, which is open to the public. Further, the initiative has associated flyers, social media postings, is promoted in the Decatur Area Audubon Society’s monthly newsletter, and is discussed at various events at Decatur Audubon Society booths. “Plants for Birds” signage has been distributed to 5 public organization plantings and 37 homeowners as of Fall 2024.
- Decatur Area Audubon Society also worked with the Kaleidoscope Campus to enhance a small native garden on the school grounds.

1.4 – Control invasive plants

1.4.1 – Show how the community offers the public information on control and removal of invasive species.

- As stated under Category I, Criteria E: There are environmental groups within the community that take initiative to remove invasive species. These initiatives and activities welcome any member of the community to volunteer their time to learn and assist in their removal.
- The Decatur Audubon Society holds monthly membership meetings, which are open to the public. During these meetings a variety of topics are covered. More recently on January 22nd, 2023, our speaker focused on many invasive species in the area and how to best manage and remove them. These meetings are advertised in our monthly newsletter, newspapers, and social media.
- Macon County Conservation District and local Master Naturalists with University of Illinois Extension regularly provide documentation and presentations on invasive species, including identification and removal techniques.

1.5 – Provide nesting habitat

1.5.1 – Develop and manage a program to create and monitor nest structures.

The Decatur Area Audubon Society and Macon County Conservation District have been partnering in nest box trails, beginning in the early 1970s. Currently, volunteers from Macon County Conservation District, the Master Naturalist Program, and Decatur Audubon Society monitor 150 nest boxes. Since 2012, the data has been sent into the Cornell Lab of Ornithology NestWatch program. The number of nest boxes has grown over the years, between nest boxes at Macon County Conservation Areas, Decatur parks, Lincoln Trail Homestead State Park, and private landowners.

- Friends Creek Conservation Area (15 nest boxes)
- Fort Daniel Conservation Area (20 nest boxes)
- Scovill Park West (10 nest boxes)
- Rock Springs Conservation Area (32 nest boxes)
- Sand Creek Conservation Area (54 nest boxes)
- Lincoln Trail Homestead State Park and Memorial (11 nest boxes)
- Griswold Conservation Area (7 nest boxes)
- Private property (12 nest boxes)

1.6 – Support focal species

1.6.1 – Document the establishment of a program to promote the conservation of a specific species of birds such as Purple Martins, Chimney Swifts, Peregrine Falcons, or American Kestrels through public education, preservation of nesting locations or constructing nest sites.

- As stated in 1.5.1, we have a large nest box monitoring program. This program was initially designed to assist Eastern Bluebirds; however, it has expanded to assist in the nesting of many cavity nesters. The primary species seen in the nest boxes include Eastern Bluebirds, Tree Swallows, Black-capped Chickadees, and House Wrens.
- From 2020 to 2023, our community was involved with creating and monitoring nest boxes for Prothonotary Warblers. Nest boxes were made from cardboard milk and juice cartons donated by the public and are hung in appropriate Prothonotary Warbler habitats at Rock Springs Conservation Area, LTHSP, Calamus Lake, and private property. Approximately 30 of these nesting boxes were monitored annually. In 2025, DAAS in cooperation with the local boy scouts, will install 8 wooden Prothonotary Warbler boxes to be monitored and reported to Cornell's NestWatch.
- DAAS also often promotes a specific bird species that has been listed in the Species in Greatest Conservation Need, which is outlined by the Illinois Department of Natural Resources Illinois Wildlife Action Plan. The article provides information about the species and why they have been added to this [list](#).
- Illinois Raptor Center worked with Macon County 4H to construct and hang Owl Boxes.
- DAAS also regularly donated to Prairie Ridge State Park through Illinois Audubon. These funds have been used to construct owl boxes. Other funds go to general conservation maintenance which helps provide crucial habitat for Short-eared Owls, Northern Harriers, and Shrikes.

2 . Threats to Birds

2 . 1 – Address disturbance by harmful species

2 . 1 . 1 – Describe your community's educational program to control free-roaming cats and/or the manner in which you actively publicize the Cats Indoors! Initiative.

- In April 2024, the Decatur Area Audubon Society wrote and distributed an article in their monthly newsletter that discussed the threats outdoor cats have on wildlife and emphasized the need to keep cats indoors. The newsletter is distributed to Decatur Area Audubon Society Members, local libraries, and some non-members.
- DAAS will also be distributing this year's (2025) WMBD themed posters, flyers, and brochures which outline threats to birds, including keeping cats indoors and window strikes.

2 . 2 – Address collisions with glass

2 . 2 . 1 – Demonstrate that your community provides property owners with information on how to protect birds from window strikes (e.g., online links, brochures).

- In May 2024, the Decatur Area Audubon Society wrote and distributed an article in their monthly newsletter that discussed window strikes and how to avoid them. The newsletter is distributed to Decatur Area Audubon Society Members, local libraries, and some non-members.
- DAAS will also be distributing this year's (2025) WMBD themed posters, flyers, and brochures which outline threats to birds, including keeping cats indoors and window strikes.

3 . Education & Engagement

3 . 1 – Celebrate World Migratory Bird Day

3 . 1 . 1 – Proclamation: Attach a copy of your community's officially-enacted WMBD proclamation. The proclamation must be presented annually.

Proclamation

World Migratory Bird Day

WHEREAS, Migratory birds are some the most beautiful and easily observed wildlife that share our community; and

WHEREAS, Decatur is part of an important migratory bird route part of the Mississippi Flyway and includes important stopover habitats including Lake Decatur, the Sangamon River, and many other conservation areas; and

WHEREAS, many citizens recognize and welcome migratory songbirds as symbolic harbingers of spring; and

WHEREAS, these migrant species also play an important economic role in our community, controlling insect pests and attracting birders to visit from outside our community; and

WHEREAS, migratory birds and their habitats are declining through the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes; and

WHEREAS, native plants provide food and shelter to birds insects and other wildlife, support hundreds of species of resident and migratory birds, many of which are species of concern and increasingly threatened by climate change; and

WHEREAS, public awareness and concern are crucial components of migratory bird conservation; and

WHEREAS, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintain healthy bird populations; and

WHEREAS, since 1993 World Migratory Bird Day (formerly International Migratory Bird Day) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North American and their wintering grounds in South and Central American, Mexico, the Caribbean, and the southern U.S.; and

WHEREAS, light pollution attracts and disorients nocturnal migrating birds, making them more likely to land in areas where they are more vulnerable to collisions and other dangers, individuals, communities, and government are encouraged to “dim the lights at night”.

WHEREAS, native plants are more drought resistant, use less water, reduce heating effects of energy demands, minimize the use of fertilizers and pesticides which improves the quality of storm water runoff and climate resiliency in Illinois; and

NOW THEREFORE, I [Mayors Name], Mayor of the City of Decatur, do hereby proclaim May 14, 2024, as Word Migratory Bird Day and urge all citizens to celebrate this observance and to support efforts to protect and conserve migratory birds and their habitats in our community and the world at large.

IN WITNESS WHEREOF, I have unto set my hand caused the SEAL of the City of Decatur to be affixed this [day] of [month], [year].

{Name}, City Mayor

3 . 1 . 2 - Host a World Migratory Bird Day (WMBD) event annually to celebrate birds in your community and to raise awareness of migratory birds, threats to their populations, and ways you can help to protect them. Your WMBD may be an education program, an educational bird walk, and/or a festival. It should incorporate the current conservation theme and may include components of past themes. For this event, birds must be the focus and should not be tagged onto other events.

In your narrative, include 1) the date, timing, and 2) description of the event and 3) detail how you incorporated the WMBD theme. 4) Please register your event and include a link to your event on the WMBD map in your narrative. Timing and scope of event TBD locally.

2023

Decatur Audubon celebrated Migratory Bird Day in 2023 by incorporating the annual WMBD theme in many ways.

The weeks leading up to World Migratory Bird Day, Decatur Audubon dispersed multiple posters that were posted all over our region, including displays at the Clinton Library with the help of Glacier's Edge Master Naturalists, the Nature Center at Rock Springs with the help of Macon County Conservation District, and Scovill Zoo.

On April 22nd Decatur Audubon celebrated spring at the Festival of Spring, which takes place annually at MCCD Nature Center at Rock Springs. Decatur Audubon had a booth that included information about WMBD and WMBD stickers, bracelets, and bird masks.

Decatur Audubon worked with Kaleidoscope Campus

Two Decatur Audubon Society members visited Dennis School, Kaleidoscope Campus K and First grade students to help them learn about birds and what the students could do to invite more birds to their playground. The school was awarded a small grant to purchase books about birds, bird feeders, seed, and native plants. The school was revisited a few weeks later to see student projects about birds and what they need to live. On May 19, for World Migratory Bird Day, four Decatur Audubon Members helped the

students dedicate their new birdfeeders and native plantings. The students received World Migratory Bird Day bird masks, bird stickers, bracelets plus a treat.

On May Saturday, May 13th our Second Saturday Regulars (SSR) birding group celebrated by searching for wading and shorebirds at Margaret Guzy Prairie Pothole Wetland. The area is owned and managed by Illinois Department of Natural Resources and is a critical resource for many migrating birds. For the full history of this property, please see this great article: [The Margaret Guzy Pothole Wetland Story \(wildlifeillinois.org\)](https://wildlifeillinois.org). After a good look around here, the birders took off to check out a hotspot at Lake Shelbyville. Between the two areas, many waders and shorebirds were spotted including at least sandpiper, killdeer, Great Egret and Great Blue Heron.

Continuing, many birders from Decatur Audubon Society celebrated WMBD by participation in Illinois Audubon Society's Chapter Big Day Competition. This was the first year Decatur Audubon participated, and we logged 158 species total with 23 participants! Our team placed 5th out of 11 teams. Overall, all chapters combined logged 243 species statewide, which is amazing! The Illinois Audubon Society announced awards for their competition, however, Decatur Audubon decided to do prizes for individuals who participated from our Chapter specifically. Individual winners received World Migratory Bird Day T-shirts and the family group won the board game Wingspan.

On Saturday, May 20th, Decatur Audubon Society Members enjoyed breakfast at the Illinois Raptor Center. During our annual May Breakfast, we watched as the Illinois Raptor Center Bird Banding team worked at banding migratory and resident birds, while discussing the importance of monitoring bird populations year-round. We also announced the winners from the Big Chapter Day and dispersed awards.

On June 3rd, Decatur Audubon wrapped up the WMBD celebrations by holding a booth at the 2023 Decatur Summer Reading Kickoff event, held by the Decatur Library. The group discussed birds and why water is important to all birds, but especially migrators. They then also dispersed stickers, bracelets, and bird masks to the kids.

2024

In 2024, Decatur Audubon celebrated World Migratory Bird Day and Global Big Day by holding a BIG DAY competition on May 11, 24. We had several participants that saw a lot of birds! The winners were given a DAAS gift certificates. The Second Saturday Regulars (a birding group that is sponsored by the Illinois Extension Master Naturalist and DAAS) also lead a bird hike on this day at a local park. Our Newsletter boasted about the upcoming events and the importance of insects as essential food sources for migratory birds and ways people of the community can aid in helping the both birds and insects.

2025

This year for WMBD, we will be handing out WMBD posters to local public libraries, the Children's Museum, Scovill Zoo, and Rock Springs Nature Center. We will also be providing WMBD coloring pages and flyers.

On April 26th, Decatur Audubon will celebrate spring at the Festival of Spring, which takes place annually at MCCD Nature Center at Rock Springs. The day will be kicked off with bird banding by Travis Wilcoxon, a permit holding professor from Millikin University. A bird hike will also be led by a DAAS volunteer. Later in the morning, the annual Sangamon River Cleanup will take place, this is Co-Sponsored by the Community Environmental Council and MCCD. Decatur Audubon will have a booth that includes information about WMBD and the importance of sharing spaces. DAAS will be handing out WMBD stickers, this years shared spaces brochure, flyers, and coloring pages.

On May 11th, Decatur Audubon will host their annual BIG DAY competition to celebrate WMBD and Global Big Day. The Second Saturday Regulars will kick the day off with a trip to Allerton Park for a birding hike. The BIG DAY competition will encourage all birders of all ages and abilities to partake by awarding birders with most species sighted into different categories, including the backyard birder, the under 18 years old birders, and the over 70 years old birder. DAAS will also be encouraging birders to participate in the Spring Bird Count and our local Bird Count Committee will be submitting counts to the Illinois Natural History Survey.

3 . 2 – Increase awareness of birds and their habitats

3 . 2 . 3 – Demonstrate that your community actively raises awareness of its bird assets. Examples include placing a remote web camera on a nest platform, offering regular, public bird watching field trips, promoting Important Bird Areas (IBAs), birding hotspots, birding trails and phenomena (e.g., raptor, waterfowl, or songbird migration, congregating), in your area and/or creating a significant educational resource on your community's bird life.

- The Illinois Master Naturalist's from Illinois Extension and the Decatur Audubon Society co-sponsor Second Saturday Regulars (SSR). SSR is a group who meet every second Saturday of the month at varying locations for bird walks. Participants have a range of skill levels, and the events are open to the public.
- The Decatur Audubon Society hosts birding field trips that take place in many locations. These events are open to the public.
- The Rock Springs Nature Center, located within the Rock Springs Conservation Area and a part of the Macon County Conservation District (MCCD), has a wonderful "Window on Wildlife." This large window faces out to multiple bird feeders and a bird bath and is easily accessible to the public during normal business hours. The Decatur Audubon Society provided funding to attach a camera to the window that provides a live feed.
- The Decatur Audubon Society hosts monthly meetings, which consist of a guest speaker, who presents an environmental topic, as well as a bird study, which

focuses on a few specific bird species or bird families to learn more about. These meetings are held at different locations and are open to all.

3 . 2 . 6 – Create and distribute regular bird and bird conservation related content for online and news media (newsletters, blog posts, press releases, social media posts).

Decatur Area Audubon Society publishes a monthly newsletter, both by email and snail mail. The latest version is also always available on our website: <https://decatur-audubon.org/so/85PGUYwik?languageTag=en>. The newsletter always contains bird content and is distributed to over 300 people.

3 . 2 . 7 – Describe your community-sponsored environmental festival, such as an Earth Day, Conservation, or Sustainability event, with a bird education component. (This is in addition to WMBD).

- Every April the MCCD and Decatur Audubon Society Co-Sponsor the Festival of Spring and celebrate Earth Day. Activities include bird banding, bird hike, wildflower and earth day hike, wagon rides, canoeing, a scavenger hunt, Raptor Presentations with live raptors by the Illinois Raptor Center, tours of Homestead Prairie Farm, and information on what other organizations are doing in our community to protect water and wildlife.
- In May, the University of Illinois Extension Master Naturalists host an annual Carolyn Mason Education Day. This is a full day event that features varying nature related educational opportunities.
- Annually in August, the public gets a chance to meet hummingbirds up close at the Macon County Conservation District's Hummingbird Festival, co-sponsored by Decatur Audubon Society. During this event, the only licensed hummingbird bird bander in Illinois, Vernon Kleen, discusses presents everything about hummingbird species, what attracts these birds, and allows the public to watch as wild hummingbirds are caught, banded, and released.

3 . 2 . 9 – Document that your community maintains a birding trail or hot spot location with educational signage and/or literature. (Note: A birding hotspot alone is not sufficient – your community must actively promote birding and public education at the site itself.).

- The city of Decatur has many educational signs throughout it's parks. For example, Fairview park has QR codes on many of the trees that educate park goers on that specific species of trees. Near the duck pond at Fairview are signs discussing Angel Wing and the negative effects of feeding waterfowl.
- The Rock Springs Nature Center, based at the Rock Spring Conservation Area has a library that holds many educational and nature related books and resources that is open to the public.
- The Rock Springs Nature Center also has an "Audubon Corner" that holds many educational and event flyers posted by the Decatur Audubon Society, including upcoming events, "Plants for Birds," "Cats Indoors," and "Bird-Friendly Homes." This corner also lists birds that have been spotted while visiting the Window on Wildlife or while hiking.

- There are photos of common birds at the Window on Wildlife at the Nature Center. The Audubon Information Station is also near the Window on Wildlife and has handy field guides for the public to use. The Decatur Area Audubon Society also teamed up with the Macon County Conservation District to provide a live feed to the Window on Wildlife, making it easier for all to enjoy. Posters and videos in this area have helpful identification guidance.

3 . 3 – Educate and engage all ages

3 . 3 . 2 – Demonstrate that schools in your community participate in a nationally-recognized environmental/bird-related education program (e.g., Flying WILD, Audubon Adventures), incorporate such curriculum into their formal and informal learning environments, or that your community organizes its own substantial conservation education and outreach program for young people.

- The Decatur Area Audubon Society provides annual bus grants funding up to \$10,000 towards bus transportation to Rock Springs Nature Center or any of the five Macon County Conservation Areas, In-classroom programs presented by a District naturalist, or Virtual Zoom programs facilitated by a District naturalist. This grant applies to any school or youth groups in Macon County, or those serving students living in Macon County.
- The Decatur Audubon Society annually offers to provide Audubon Adventures in both English and Spanish to multiple area schools, libraries, and groups that work with youth, such as Children’s Museum of Illinois, Scovill Zoo, Rock Springs Nature Center, and the Boys and Girls Club.
- Decatur Area Audubon worked with a local school (Dennis Lab School’s Kaleidoscope Campus) to enhance the school grounds in order to make it more friendly for birds. A few nest boxes, platform feeder and enhancement of a native garden are being planned.

3 . 3 . 3 – Show how your community aids a local youth group (e.g., Boy Scouts of America, Girl Scouts of USA, 4-H Club, etc.) or conservation group in bird conservation projects (e.g., bluebird trail or nest box monitoring, habitat restoration, Wood Duck nest boxes, bird surveys, etc.).

- The Decatur Area Audubon Society provides annual bus grants funding up to \$10,000 towards bus transportation to Rock Springs Nature Center or any of the five Macon County Conservation Areas, In-classroom programs presented by a District naturalist, or Virtual Zoom programs facilitated by a District naturalist. This grant applies to any school or youth groups in Macon County, or those serving students living in Macon County.
- The Decatur Audubon Society annually offers to provide Audubon Adventures in both English and Spanish to multiple area schools, libraries, and groups that work with youth, such as Children’s Museum of Illinois, Scovill Zoo, Rock Springs Nature Center, and the Boys and Girls Club.
- Decatur Area Audubon worked with a local school (Dennis Lab School’s Kaleidoscope Campus) to enhance the school grounds in order to make it more friendly

for birds. A few nest boxes, platform feeder and enhancement of a native garden are being planned.

- Audubon has worked with Boy Scouts of America on construction and installation of Prothonotary Warbler Boxes (we are in the process of this).
- Illinois Raptor Center worked with 4H on the construction of Owl nesting boxes (This was a couple of years ago).
- Friend of Lincoln Trail Homestead State Park (a conservation oriented group - Friends of a State Park - Audubon supplied nesting boxes for a bluebird trail.
- Audubon worked with the Boys and Girls Club on native plantings for "Plants for Birds"
- Audubon has donated to Friend of Lincoln Trail Homestead State Park toward habitat restoration (removal of bush honeysuckle)

3 . 4 – Ensure access to nature

3 . 4 . 2 – Show that your community works with traditionally underserved communities to increase their access to natural areas, environmental education, birding resources, and conservation activities.

- The Decatur Area Audubon Society provides annual bus grants funding up to \$10,000 towards bus transportation to Rock Springs Nature Center or any of the five Macon County Conservation Areas, In-classroom programs presented by a District naturalist, or Virtual Zoom programs facilitated by a District naturalist. This grant applies to any school or youth groups in Macon County, or those serving students living in Macon County. 88% of Macon County public schools are Title I.
- The Decatur Audubon Society annually offers to provide Audubon Adventures in both English and Spanish to multiple area schools, libraries, and groups that work with youth, such as Children's Museum of Illinois, Scovill Zoo, Rock Springs Nature Center, and the Boys and Girls Club.
- Decatur Area Audubon worked with a local school (Dennis Lab School's Kaleidoscope Campus) to enhance the school grounds in order to make it more friendly for birds. A few nest boxes, platform feeder and enhancement of a native garden are being planned.
- The Decatur Audubon also worked with the Boys and Girls Club to help create native plantings and designated areas as such with "Plants for Birds" signs.

3 . 5 – Involve the community in conservation and stewardship

3 . 5 . 3 – Illustrate a program that involves schools, garden clubs, or other organizations in bird conservation activities.

- The Glacier's Edge Master Naturalist's from the University of Illinois Extension and the Decatur Audubon Society co-sponsor Second Saturday Regulars (SSR). SSR is a group of folks that meet every second Saturday of the month at varying

locations for bird walks. Participants have a range of skill levels, and the events are open to the public.

- The Macon County Master Gardeners from the University of Illinois Extension maintain many small gardens throughout the City of Decatur. One garden demonstrates how native plants can be used alongside municipal buildings. The Decatur Audubon Society presented the Master Gardeners with a “Plant for Birds” sign as part of the Plants for Birds Initiative.
- Decatur Area Audubon worked with a local school (Dennis Lab School’s Kaleidoscope Campus) to enhance the school grounds in order to make it more friendly for birds. A few nest boxes, platform feeder and enhancement of a native garden are being planned.
- Friends of Lincoln Trail Homestead State Park, Decatur Public Library, and the Macon was also awarded a “Plants for Birds” sign for their native garden.
- Macon County Conservation district was also awarded a “Plants for Birds” sign for the Native Garden at Rock Springs Nature Center.

3 . 6 – Promote scientific research and monitoring

3 . 6 . 2 – Demonstrate that your community is represented in at least one citizen science bird monitoring program (e.g., the Christmas Bird Count, Midwest Crane Count, Climate Watch, Great Backyard Bird Count, Swift Night Out, Audubon Climate Watch, D-Bird, Globe at Night, Nestwatch, FeederWatch, Hummingbirds at Home,, the Big Sit, Marsh Monitoring, Global Bird Rescue, or other actively coordinated community science project).

The Decatur Audubon Society and volunteers work to promote and participate in a multitude of bird counts. Examples of such activities are below:

- The Great Backyard Bird Count with National Audubon and The Cornell Lab of Ornithology
- National Audubon’s Climate Watch
- Decatur Audubon’s Annual Big Sit
- National Audubon’s Christmas Bird Count
- Cornell Lab’s NestWatch

3 . 6 . 3 – Attach results from organized bird monitoring or data obtained from researchers or volunteers in the local park system. (Exclusions: Programs that receive credit under 3.6.2: Christmas Bird Count, Great Backyard Bird Count, Midwest Crane Count, Climate Watch, etc.)

The Decatur Audubon Society and volunteers work to promote and participate in a multitude of bird counts. Examples of such activities are below. These may also count towards the criterion in Category 3C.

- Illinois Spring Bird Count sponsored by the Illinois Natural History Survey
- North American Breeding Bird Surveys with U.S. Geological Survey’s Eastern Ecological Science Center
- Nightjar Survey Network through the Center of Conservation Biology

- Monitoring of Owls and Nightjars (MOON) through the Illinois Natural History Survey

3.7 – Mobilize support / funding for community bird conservation

3.7.1 – Resolution: Attach a copy of your community's officially-enacted Bird City Illinois resolution. This must be a resolution that is voted on and passed by the appropriate municipal council/board. Do not submit a proclamation. The resolution must be voted on and passed every three years.

Resolution

City of Decatur's Support for the Bird City Initiative

Whereas, the City of Decatur and Decatur residents recognize that birds are beautiful, easily observed wildlife that share in our community, and

Whereas, the City of Decatur is joined by the Decatur Park District, Macon County Conservation District, and Macon County Community Environmental Council in this important project along with the Decatur Area Audubon Society, and

Whereas, the City of Decatur and Decatur residents recognize and value resident birds and those that pass through our community during their migration seasons, and

Whereas, birds play an important ecological role in Decatur, controlling insects and contribution to pollination and seed dispersal, and

Whereas, birds and their habitats are declining through Illinois and North America, and

Whereas, native plants provide food and shelter to birds insects and other wildlife, support hundreds of species of resident and migratory birds, many of which are species of concern and increasingly threatened by climate change; and

Whereas, birds face a growing number of threats on their migration routes and their summer and winter habitats, and

Whereas, public education, awareness, and concern are critical components of bird conservation and informed citizens are empowered to help address those threats, directly contributing to maintain healthy bird populations, and

Whereas, local leaders in Decatur recognize that birds, birdwatching, and other nature activities contribute to and increase the economy by attracting tourists and generating revenue, and

Whereas, it is critical that local government leaders adopt environmentally sound policies and practices to protect birds and their habitats, and

Whereas, native plants are more drought resistant, use less water, reduce heating effects of energy demands, minimize the use of fertilizers and pesticides which improves the quality of storm water runoff and climate resiliency in Illinois; and

Whereas, the Migratory Bird Treaty Act of 1918 continues to be important legislation to ensure the protection of migratory birds, and

Whereas, Bird City Illinois is an initiative to build relations between local municipalities and citizens as a call to action to protect birds.

Now, therefore, be it resolved, that Mayor [name] and members of the Board of City Decatur, Macon County, Illinois, do hereby support the Bird City Illinois initiative and will continue to adopt environmentally sound practices to protect the City's natural areas and bird habitats.

Be it further resolved that a suitably embossed copy of this resolution signed by the Mayor and Deputy City Clerk be sent to the Audubon Council of Illinois.

4 . Sustainability

4 . 1 – Educate residents about climate impacts and renewable energy

4 . 1 . 1 – Describe your community's efforts to educate residents about climate change, effects on birds/biodiversity, and solutions.

- Decatur City's sustainability plan outlines the goals, projections, and plans to increase the effort to educate residents about Climate Change. As outlined in this plan, there is a new sustainability page on Decatur City website that is in its final steps to completion. This strategy can be found on page 57. <https://decaturil.gov/DocumentCenter/View/270/Sustainable-Decatur-Plan-PDF>
- The local University of Illinois Extension Office, Decatur Audubon, Macon County Environmental Council, and other like-minded groups have many educational opportunities that address Climate Change and Sustainability.
- Illinois Extension Master Naturalist and Master Gardeners alike hold conferences and meetings that have an array of different topics, including climate change. Their website can be found here: <https://extension.illinois.edu/climate>.
-

Decatur Audubon hosts monthly meetings that also cover many topics. In March, 2025, a local climatologist will be joining us to speak about the climate and how to be "Weather Aware."

4.2 – Reduce energy use and carbon emissions

4.2.1 – Document an energy audit for municipal building(s) and show that your community is working to implement its recommendations.

The City has performed energy audits at most or all of their facilities. They have been converting nearly all lighting to LEDs over the past few years. Also, a recent HVAC audit and are now replacing our mechanical equipment with more efficient equipment. The city of Decatur also just finished a \$30K project at Transit that was 100% funded by Ameren due to the energy reduction it will provide. Ameren converted 2500 more of our street lights to LEDs in 2022.

As of January 17, 2025, five Gillig Hybrid E-gen Flex buses will join the public transit unit of Decatur. The buses can operate fully electric up to 200 miles a day. These buses were fully funded and by federal and state transportation grants. Article: <https://www.decaturradio.com/2025/01/16/new-electric-hybrid-buses-will-hit-the-roads-for-decatur-public-transit-dpts-this-week/>

4.2.3 – Demonstrate that your community participates in a community solar program or that a municipal building receives a significant percentage of its electricity from renewable energy.

The city of Decatur has many facilities at various stages of getting the meter solar projects. One such project was recently completed as the city has awarded a contract to cover the Civic Center parking lot with approximately 2,500 solar panels on covered parking canopies. There will be no cost to taxpayers, instead will save them over \$100K in utility expenses. In the future, similar projects are in the works at other municipal buildings, such as the Public Library, a local fire station, and the water pump station and for a solar farm outside of the city. News Coverage can be found [here](#).

The City currently participates in a community solar program where any of our residents can purchase power from a solar farm and save 10% over Ameren's rate www.arcadia.com/Decatur.

4.3 – Promote sustainable infrastructure and practices

4.3.3 – Show that your community goes above and beyond in its support for, and implementation of, green transportation (e.g., bike trails, rideshare programs, bike trails/lanes, etc.). Be sure

to utilize the narrative to illustrate why your community is exceptional because standard practice will not receive credit.

- As mentioned previously, Decatur has a phenomenal park district. One of the many great assets the park district has to offer is their extensive trail network. There is a paved bike trail that runs along the west side of the city that provides over 10 miles of bike trails.
- The City of Decatur, the Decatur Park District, Macon County Conservation District, and the Macon County Sanitary district worked together to create a Regional Bike Master Plan. This shows the current network and aspirations for the future and details bike paths and bike friendly/accessible streets. The city is also currently exploring micro mobility and dial-a-ride solutions, now with our public transit system. <https://decaturil.gov/wp-content/uploads/2021/08/REGIONAL-BICYCLE-MASTER-PLAN-FINAL.pdf> (PDF is too large to attach)
- The city of Decatur also has an expansive public transit system, with a goal of having zero emissions by 2035. In November 2022, the city received a \$16 million dollar grant to help modernize the transit system and achieve this goal. DPTS will use the funding to replace four diesel buses with hybrid buses, make electrical upgrades to convert a new facility to a bus barn, install solar panels, acquire 25 charging stations, set up a new bus wash bay, and train staff to operate and maintain the new vehicles. DPTS operates 16 bus routes—with 23 diesel buses and 2 hybrid buses—and a downtown trolley route, which includes two hybrid trolleys.

4.3.4 – Document recognition or certification of an energy efficient municipal building (LEED certified silver or higher or comparable).

Municipal buildings with LEED Certification of Silver or Higher

- Scovill Hall: LEED certified; Gold. Awarded in March of 2010.
- Center for Sustainability and Innovation, Richland College: LEED certified; Platinum. Awarded December 2010.
- PNC Branch Bank: LEED certified; Silver. Awarded February 2012.
- Decatur Public Schools – Eisenhower: LEED certified; Gold. Awarded March 2016.
- Decatur Elementary School Annex 05215: LEED certified; Gold. Awarded June 2021.
- ADM City Center – 350 North Water: LEED certified; Silver. Awarded August 2015.

Other municipal buildings with pending certifications or Lower Certifications

- RCC – Workforce Development Institute: LEED certified; Certified. Awarded December 2015.
- Kohl's Decatur: LEED certified; Certified. Awarded May 2019.
- Registered/Pending Certifications: Jack C. Dolson Hall, Perkinson School of Music, Decatur Police Department, BLDD Architects Decatur Office Remodel, Decatur Public School – MacArthur, Student Success Center – Wing Addition

4 . 3 . 5 - Describe your community's sustainability initiatives (e.g.: recycling/reuse, composting, water reuse, energy savings, lighting, carbon footprint) and/or describe how your municipality has incentive programs for installing sustainable systems and nature-based solutions.

The City of Decatur has compiled a 160+ page document called "Sustainable Decatur." The document was created in 2010 and detailed current conditions that relate to energy use, transportation, storm water run-off, recycling, and more. The document then goes on to describe future goals and initiatives to ensure such goals are met. The projected time frame to meet these goals is 2030.

This PDF is too large to attach but has been embedded [here](#).

Council Memo
Information Technology Department
No. 2025-5

DATE: 6/16/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Jim Edwards, Director of Information Technology

SUBJECT:

Resolution Authorizing Renewal of TKB Associates, Inc. Annual Licensing and Support for Laserfiche Document Management Suite

SUMMARY RECOMMENDATION: Staff recommend that the City Council approve the attached resolution, authorizing the City Manager to renew the annual licensing and software support for the Laserfiche Document Management Suite with TKB Associates, Inc.

BACKGROUND:

The city has utilized Laserfiche for structured document storage and management since 2009. City Council has not seen any maintenance renewals for this system since its original purchase due to its cost always being under the \$20,000 spending threshold. This invoice represents an increase of fifteen licenses over the past year which have mainly been installed in the Police and HR departments due to expanding document management needs. The period covered by this renewal is August 29, 2025, through August 28, 2026. This software is used by the entire organization in varying quantities and is considered an enterprise solution.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

Original Purchase of this Software in June 2009

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES:

None

STAFF REFERENCE: Jim Edwards, IT Director, (217)450-2236

BUDGET/TIME IMPLICATIONS: Budget for this item in 2025 is \$18,165. Current maintenance renewal in the amount of \$21,084 exceeds this year's budget by \$2,919 for fifteen additional licenses added over the past eight months. This overage will be absorbed with savings in other areas of the I.T. FY2025 general budget.

ATTACHMENTS:

1. 2025 TKB Associates, Inc Laserfiche Resolution
2. Invoice - TKB Associates, Inc.

RESOLUTION NO. R _____

**RESOLUTION AUTHORIZING RENEWAL OF
TKB ASSOCIATES, INC. ANNUAL LICENSING AND SUPPORT
FOR LASERFICHE DOCUMENT MANAGEMENT SUITE**

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

Section 1. That the invoice presented to the Council herewith from TKB Associates, Inc. for annual licensing and support for the Laserfiche Document Management Suite, be, and the same is hereby, received, placed on file and approved.

Section 2. That the City Manager or his designee be, and he is hereby, authorized and directed to make payment to TKB Associates, Inc. in an amount not to exceed \$21,084.00 on behalf of the City of Decatur for licensing and support for the Laserfiche Document Management Suite.

PRESENTED AND ADOPTED this 16th day of June 2025.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



TKB Associates, Inc.

9459 Enterprise Drive
Mokena, IL 60448

Invoice

Date	Invoice #
06/04/2025	15705

Bill To
City of Decatur Jim Edwards 1 Gary K. Anderson Plaza Decatur, IL 62523

Ship To
Rita Smith City of Decatur 1 Gary K. Anderson Plaza Decatur, IL 62523

P.O. No.	Terms	Rep	Via
	Due on receipt	JB	UPS

Quantity	Item Code	Description	Price Each	Amount
1	MSE30B	MSE30 Laserfiche Avante Server for MS SQL with Workflow - Annual Support	1,575.00	1,575.00
99	MNF05B	MNF05 Laserfiche Named Full User with Snapshot & Email - Annual LSAP	126.00	12,474.00
1	MCQ01B	MCQ01 Laserfiche Quick Fields - Annual LSAP	126.00	126.00
1	MCQC3B	MCQC3 - LaserFiche Zone OCR and Validation Package - Annual Support	735.00	735.00
1	MPP1B	MPP1 Laserfiche Starter Web Portal (Includes 10 Concurrent Retrieval-Only Users) - Annual Support	3,150.00	3,150.00
10	MCS01B	MCS01 Laserfiche ScanConnect - Annual LSAP	34.65	346.50
1	FFBUILDER-M	Fast Folders Builder Annual Support - Includes upgrades, phone support, and feature fixes.	420.00	420.00
1	FFUSER-M	Fast Folders Client Annual Support - Includes upgrades, phone support, and feature fixes.	210.00	210.00
1	MTKNB	LaserFiche SDK Toolkit - Annual LSAP	787.50	787.50
1	Affinity 51+ ...	Affinity Laserfiche Integration Utility for 51+ Laserfiche Users - Annual LSAP	1,260.00	1,260.00
		Total Investment		21,084.00
		Your current LSAP plan expires 8/28/2025		

Notice of Maintenance and Support Renewal

Subtotal

Please visit our Web Site at www.tkbassociates.com

Sales Tax (0.0%)

Phone #	Fax #
7088056966	708-478-4167

Total



TKB Associates, Inc.

9459 Enterprise Drive
Mokena, IL 60448

Invoice

Date	Invoice #
06/04/2025	15705

Bill To
City of Decatur Jim Edwards 1 Gary K. Anderson Plaza Decatur, IL 62523

Ship To
Rita Smith City of Decatur 1 Gary K. Anderson Plaza Decatur, IL 62523

P.O. No.	Terms	Rep	Via
	Due on receipt	JB	UPS

Quantity	Item Code	Description	Price Each	Amount
	LSAP	Your LaserFiche Software Assurance Plan (LSAP) includes: • Complete Telephone Support from 8:00am to 5:00pm Central Time with a guaranteed 24 Hour response time to troubleshoot/resolve Laserfiche software issue. TKB Associates, Inc. is your first line of support for all software and related technical issues • Telephone Hotline Support from Laserfiche Technical Support within the next business day, usually within 3 hours. TKB Associates, Inc. must initiate the call to Laserfiche. • 24-Hour access via email support@tkbassociates.com • Remote desktop Support through GoToManage • All new software releases and updates are provided free of charge. This does not include the Billable Professional Services to install those upgrades on existing or new servers. • 24/7 Access to the Knowledge Base, discussion forums, software and licenses, and other educational resources on the Laserfiche Support Site. • 100% Credit towards product upgrades • Reduced Consulting and Professional Fees • Technical Bulletins and Newsletters		0.00

Notice of Maintenance and Support Renewal

Subtotal \$21,084.00

Please visit our Web Site at www.tkbassociates.com

Sales Tax (0.0%) \$0.00

Phone #	Fax #
7088056966	708-478-4167

Total \$21,084.00

DECATUR ILLINOIS POLICE DEPARTMENT

2025 May Monthly Report

To: Mayor Julie Moore-Wolfe
City Council Members
City Manager Tim Gleason

From: Chief Brad Allen

CHIEF'S OFFICE / ADMINISTRATIVE OPERATIONS DIVISION

Sworn Police Officer Staffing

Police Chief	1
Deputy Chief	3
Lieutenant	2
Sergeant	19
Patrol Officer	116
TOTAL	141

Budgeted 148

Non-deployable: Officers at Academy or in FTO 17

Non-deployable: Officers on Injury Status 3

Retirements/Resignations Expected Next Month 1

Civilian Employee Staffing

Executive Assistant	1
Crime Analyst	2
Records Clerk	2
Records Supervisor	1
Parking Enforcement	2
Digital Forensic Examiner	2
Police Support Officer	2
Police Support Specialist	2
FOIA Officer (part-time)	1
TOTAL	15

Freedom of Information (FOIA) Requests

Month: 179 **YTD:** 895

DECATUR ILLINOIS POLICE DEPARTMENT

2025 May Monthly Report

PATROL DIVISION

Community Engagement

	Amount	YTD
Community Meetings	0	0
Directed Patrols	62	439
Active Problem Oriented Policing Projects	0	0
Completed Problem Oriented Policing Projects	0	0

General Patrol Activity

	Amount	YTD
Calls for Service/CAD Incidents	4,631	20,595
Criminal Arrests	401	1,730
Felony Drug Arrests	30	105
Firearms Seized	35	74
Field Interviews	120	630
City Ordinance Arrests	22	55
Unlawful Use of Motor Vehicles	118	576

Traffic Accidents

	Amount	YTD
Traffic Accidents	183	919
Fatal Accidents	0	1
Personal Injury Accidents	40	158

Traffic Enforcement

	Amount	YTD
Traffic Citations	606	3,002
Written Warnings	430	2,035
Parking Citations	403	1,968

Traffic Targeted Enforcement Stats

	Amount	YTD
Driving Under the Influence (DUI) Arrests	23	121
DUI's Involving Accidents	6	37
Electronic Communication Device Stops	16	77
Speeding Stops	257	1,183

DECATUR ILLINOIS POLICE DEPARTMENT

2025 May Monthly Report

INVESTIGATIONS DIVISION

Street Crimes Drug Seizures / Activity

Drug	Amount		YTD	Price	Street Value
Cannabis	154	grams	2,661	\$10 / gram	\$26,610
Cocaine - Powder	2	grams	1,008	\$100 / gram	\$100,800
Cocaine - Crack	5	grams	72	\$100 / gram	\$7,200
Heroin	5	grams	69	\$300 / gram	\$20,700
Ecstasy	0	hits	35	\$20 / hit	\$700
Meth	72	grams	550	\$100 / gram	\$55,000
K2/Pills	25	pills	294		

	Amount	YTD
Search Warrants	0	27
Currency Seized	\$0	\$19,570
Firearms Seized	16	46
Vehicles Seized	0	2
Arrests	44	73

Detective Activity

	Amount	YTD
New Cases Assigned	159	801
Closed/Resolved Cases	89	535
Criminal Arrests	59	290
Homicides	0	3
Infant Death Investigations	0	0
Suicide Investigations	1	5
Missing Person Investigations	3	22
Computer/Cell/Tech Exams	92	531

U.S. Marshals Great Lakes Task Force

	Amount	YTD
Felony Arrests	17	71
Misdemeanor Arrests	3	5
TOTAL	20	76

	Amount	YTD
Sex Offender Registrations	131	621

**Public Works Department
Monthly Report
May 2025**

Engineering:

2023 Water Main Replacement Project:

Month Activity: All work is complete

Project Background: The project was designed and advertised by Engineering Staff on August 2, 2023, with bids received on August 30, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by City Council on September 18, 2023. The preconstruction meeting was held in October and the materials have been ordered. The Medial Drive phase has been completed. All patching work is complete and the new watermain is in operation. The remaining restoration work cannot be completed until the spring.

Water Sampling Stations:

Month Activity: All work is complete.

Project Background: The project was designed and advertised by Engineering Staff on October 18, 2023, with bids received on November 15, 2023. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by City Council on December 4, 2023.

Sanitary Sewer Herbicide Root Control Project:

Month Activity: Dukes Completed the 2nd year of application in March. The third and final year of application will be completed in 2026.

Project Background: The project was designed and advertised by Engineering Staff on December 13, 2023, with bids received on January 4, 2024. Dukes Root Control provided the

lowest responsible bid, and the contract was awarded by City Council on January 16, 2024.

2024 Trenchless Long Lining Project:

Month Activity: The contract work was completed in December. The alternate work started in May and will be completed in June.

Project Background: The project was designed and advertised by Engineering Staff on May 22, 2024, with bids received on June 20, 2024. Insituform provided the lowest responsible bid, and the contract was awarded by City Council on July 1, 2024.

2024 State MFT Project:

Month Activity: The remaining paving on Wood St is scheduled for June, work has been delayed to schedule Norfolk Southern Railroad flaggers.

Project Background: The project was designed and advertised by Engineering Staff on July 24, 2024, with bids received on August 7, 2024. Dunn Company provided the lowest responsible bid, and the contract was awarded by City Council on August 19, 2024. The work was completed on Mound, Taylor and Wooddale and Wood Street will not be completed until the Spring.

2024 Local MFT Project:

Month Activity: All paving is complete. The remaining pavement marking will be scheduled once the paving on Wood Street is completed.

Project Background: The project was designed and advertised by Engineering Staff on August 21, 2024, with bids received on September 4, 2024. Dunn Company provided the lowest responsible bid, and the contract was awarded by City Council on September 16, 2024. Patching was completed on Franklin and Main St in October.

2024 Storm Drainage Improvement Projects:

Month Activity: The storm sewer work was completed in May; the restoration work is expected to start in June.

Project Background: The project was designed and advertised by Engineering Staff on November 20, 2024, with bids received December 5, 2024. Entler Excavating provided the lowest responsible bid, and the contract was awarded by City Council on December 16, 2024.

2024 Traffic Signal Improvement Project:

Month Activity: No work was completed; the materials are on order, but traffic signal equipment typically has a six month lead time. Work is not expected until late summer.

Project Background: The project was designed and advertised by Engineering Staff on December 18, 2024, with bids received January 22, 2025. Bodine Electric of Decatur provided the lowest responsible bid, and the contract was awarded by the City Council on February 3rd, 2025.

Oakland and Grand Sewer Separation Project (Basin 5/6):

Month Activity: Administrative paperwork and material submittals started in April. The work is scheduled to start June 16th in Fairview Park.

Project Background: The project was designed by AECOM and advertised by Engineering Staff on December 17, 2024, with bids received February 11, 2025. Entler Excavating of Decatur provided the lowest responsible bid, and the contract was awarded by the City Council on February 18th, 2025 pending a loan received by the IEPA. The City received the loan from the IEPA Late March allowing for the project to be awarded to Entler.

27th St Reconstruction Project-Hubbard to Rt 48:

Month Activity: Work started in May on phase I of the project with the removal of the pavement in the north half of North bound and entire South bound 27th St. The work will continue with stabilization of the subbase in June.

Project Background: The project was designed and advertised by Engineering Staff on March 26, 2025, with bids received April 9, 2025. William Charles Construction Company LLC provided the lowest responsible bid, and the contract was awarded by the City Council on April 21, 2025.

Allen Bend Pump Station Replacement

Project Background: The project was designed and advertised by Engineering Staff on April 9, 2025, with bids received April 30, 2025. Burdick Plumbing and Heating provided the lowest responsible bid, and the contract was awarded by the City Council on May 19, 2025.

MUNICIPAL SERVICES MONTHLY DATA
MAY 2025

ASPHALT	QUANTITY	HOURS	OTHER INFO
Dura Patcher (spray)	45 patches	49	
LS Replacement Asphalt	8 sq yds	5	
Milling / Asphalt	0 sq yds	0	
Miscellaneous / Asphalt	0	70	
Pothole Patch / Repair	2,541 patches	256	
Street Repair / Asphalt	290-91 sq yds	101	
CONCRETE	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Concrete	0	60	
SS Utility Cuts / Curb & Gutter	0 linear ft	0	
SS Utility Cuts / Driveway	0 sq yds	0	
SS Utility Cuts / Pavement	0 sq yds	0	
SS Utility Cuts / Sidewalk	31.40 sq ft	117	
Water Dept Cuts / Brickstreet Repair	5.40 sq yds	19	
Water Dept Cuts / Driveway	7.75 sq yds	10	
Water Dept Cuts / Pavement	76.00 sq yds	112.50	
Water Dept Cuts / Sidewalk	78.00 sq ft	21	
LS Replacement Sidewalk	180.00 sq ft	33.5	
LS Replacement Pavement	8.00 sq yds	24	
LS Replacement Driveways	5.50 sq yds	8	
LS Replacement Curbs/Gutters	0 ln ft	0	

DOWNTOWN PARKS	QUANTITY	HOURS	OTHER INFO
Downtown Maintenance		144 Regular / 12 HC	
Flowerbed Maintenance		26	
Fountain		29.5 Regular / 1 OT	
Sweeping / Downtown Parks		0	
Downtown Parks		26	
ELECTRICAL	QUANTITY	HOURS	OTHER INFO
Miscellaneous / Electrical		2	
Re-Lamp Street Lights		0	
Street Light Maintenance		34.5 Regular / 1 HC	
Traffic Signal Repair		243 Regular / 46.50 OT / 15 HC	
Warning Siren Maintenance		33.50 Regular / 3.5 OT	
FLEET	AVAILABILITY	BILLABLE HOURS	OTHER INFO
Fleet Tasks	98.46%	518.29	
FORESTRY	QUANTITY	HOURS	OTHER INFO
Miscellaneous		61.90	
Mowing City Lots		0	
Mowing City Property / ROW		246	
Mowing City Property / State ROW		132.5	
MSC Maintenance		48	
New Tree Care & Maintenance		0	
Pesticide Application		7	

Storm Damage Clean-up		1430.3	
Stump Removal	22	72 Regular	
Tree Removal	72 (inch diameter)	41 Regular	
Tree Trimming	75	99 Regular / 8 HC	
Vegetation Removal	0	0	
PARKING	QUANTITY	HOURS	OTHER INFO
Mail Delivery		15	
Parking Lots/Garage Maintenance		3	
Parking Meter Collection		5	
Parking Meter Repair		5.5	
Miscellaneous / Parking		0	
STREET MAINTENANCE	QUANTITY	HOURS	OTHER INFO
Alley Grading	24,730 linear ft	44	
Catch Basin / Pumped	2	26	
Catch Basin / Repaired	1	26	
Culvert / Installed	49 linear ft	61	
Culvert / Jetted	22 linear ft	2	
Ditch / Cleaning	0 linear ft	0	
Storm Sewer / Jetted	0 linear ft	0	
Storm Sewer / Repaired	0	0	
Sanitary Back-up / Jetted	6,273 linear ft	32 Regular / 18 OT	
Sanitary Manholes / Pumped	0	0	

Sanitary Manholes / Repaired	1	26	
Sanitary Sewers / Cleaned	340 linear ft	2	
Sanitary Sewers / Jetted	0 linear ft	0	
Sanitary Sewers / Roots	28,601 linear ft	84	
Sanitary Sewers / Repaired	1	9	
Street Cleaning / 3 rd Shift	97.1 miles	42	
Street Cleaning / County Roads	0 miles	0	
Street Cleaning / Neighborhoods	52.79 miles	216	
Street Cleaning / Priorities	30.3 miles	74	
Street Cleaning / State Routes	45.5 miles	19.5	
TRAFFIC	QUANTITY	HOURS	OTHER INFO
Decals Made	1174	11 Regular / 10 HC	
Miscellaneous Traffic Control		26 Regular / 8 HC	
Mowing Entry Signs		0	
Signs / Installed	45	61.50 Regular / 5 HC	
Signs / Made	40	29.50 Regular / 62 HC	
Signs / Repaired	67	90.50 Regular / 8 HC	
Striping / Paint	150	27 Regular / 16 HC	
Striping / Tape	0 feet	0	
Symbols / Paint	0	1	
Symbols / Thermoplastic	0	0	
Traffic Control (set up & removal)		41 Regular / 12 HC	

VIOLATION RESPONSE	QUANTITY	HOURS	OTHER INFO
72-hour / City Property		0	
72-hour / Clean-Up	63	218	
72-hour / Travel Time		13.9	
Home Secures	12	19	

**Water Production Division
Monthly Report
May 2025**

Lake Decatur Water Level: Lake Decatur ended the month of May at a water level of 614.2, which is the desired target level for this time of year. For May 2023 and May 2024, the end-of-the-month water elevation was also 614.2 for both years. Mid-month, the lake level was dropped briefly to facilitate temporary repairs to the boat ramp piers but brought back up to full pool the next day.

Water Production: 597.0 million gallons (MG) of potable water were pumped into the water distribution system, which continues at the high end of water production for recent years, despite cooler temperatures. In May 2023 and May 2024, the MG pumpage was 577.7 and 598.4, respectively.

Taste and Odor Issues: On May 23rd, about ten people called in with taste complaints. Some said it tasted earthy, some metallic. We noted a metallic taste at our sample tap in the plant. One of our pieces of equipment that helps with taste, the Chlorine Dioxide generator, is near the end of its service life, and it needed repairs and maintenance in May. The maintenance team has been doing a great job of keeping the 36-year-old equipment working. The original design only called for one unit, but the Chemical Feed Upgrade Project will add a second one. This will allow the original unit to be taken out of service and receive a comprehensive rebuild. That said, the City's water met all regulatory standards during this brief period; the issues were only aesthetic.

Lead (and Copper) Sampling Underway: As mentioned in last month's report, the recently issued federal Lead and Copper Rule Improvements (LCRI) requires a much more extensive program to sample water from customers that could be affected by lead. Now that the required number of samples from residential customers has been obtained, the focus has shifted to schools and day cares. Again, there was an outstanding effort by the Water Production team to reach out to every one of these facilities and there was excellent cooperation from the staff at DPS 61.

Chemical Feed Upgrades Continue: Work continues on the chemical feed upgrades project. During the month of May, the focus was on preparing to shift to the new chlorine feed system. A city-initiated change was approved that will install a radar sensor system on the lime storage bins. This will help to monitor chemical consumption and is timely as we shift to the new type of lime.

Electrical Upgrades Loan Processing: All necessary forms have been submitted to the IEPA to process the SRF loan. Our loan officer is currently reviewing all of the paperwork.

Bulk Water Station Customer Service: Some of the customers of the bulk water station have had issues with the credit card system. The equipment supplier has provided an improved antenna for the card reader, which is being installed. Overall, though, customer satisfaction has been high and \$935 of sales were made during May.

Disinfection Byproduct (DBP) Reduction Study Continues: Burns and McDonnell completed an insightful analysis of water treatment process data to investigate possible relationships between existing plant processes and DBP formation. They also have arranged a pilot study to determine the potential benefits of using granular activated carbon in the filtration process. After evaluating two potential pilot plant providers, Calgon Carbon was selected. The amount of their proposal is within staff approval authority. A number of other lines of investigation continue, including whether DBPs are formed in the lime residual lagoons. The team is preparing for August, the warmest month of the year, during which an intense level of sampling and testing will be done. The wealth of data will enable the team to evaluate the most promising alternatives to protect public health in this important area.

Proactive Maintenance Management: During May, a vacuum pumping system was rebuilt by the maintenance team. This pumping system transfers chemicals from the bulk storage in the basement to the day tanks on the chemical feed floor. The team successfully fixed a severe vibration problem in this system.

Reactive Repairs: Unfortunately, reactive repairs are also often needed due to a prior lack of proactive maintenance. As an example, a leveling device for one of our loading docks failed its inspection, and the dock leveler had to be taken out of service. There is extensive rust in the metal frame as well as failure to the leveling mechanism. The current effort to upgrade the City's asset management systems should prevent this type of "out of sight, out of mind" failure.

Fine-Tuning the Claricone Operations: The maintenance and operations staff have been working together, with assistance from Crawford, Murphy and Tilley (CMT), to optimize the operation of the new Claricone units. An engineer from CMT, who designed the Claricones, has been providing this follow-on support at no cost to the City. In May, the maintenance team rebuilt a chemical feed system to deliver an anionic polymer to the Claricones. This system should help with the density of the "sludge blanket", a key part of the process. In June, CMT will do some on-site training to help us get the best possible performance.

Continued Collaboration with SDD: During May, a draft MOU was prepared and reviewed and will be discussed at a meeting in early June.

Gas Pipeline Environmental Review: Staff attended a meeting called by the Federal Energy Regulatory Commission (FERC) for a site visit on the Decatur Lateral Project, which would provide about 185 million standard cubic feet of natural gas per day to Archer Daniels Midland and the Broadwing Clean Energy Complex. The meeting was attended by FERC, Tallgrass Energy, and other regulatory agencies. Staff emphasized the need to prevent sediment from entering Lake Decatur because of the project. There may be opportunities for enhanced mitigations in cooperation with affected farm owners.

Annual Chlorine Risk Management Activities: Water is a heavily regulated industry, with good reason. One set of regulations revolves around risk management for the storage of chlorine gas in bulk. As part of this, an annual coordination meeting with emergency management and first responders is required; this was completed on May 13th. Also, a notification exercise was completed on May 20th.

Risk Management Review of Harristown Site and SWTP: On May 19th, a representative from Gallagher and Associates visited the Harristown Vulcan property with Water Production and Risk Management staff. They offered valuable insights on cost-effective measures to manage risk on this site while it is in an unused status. They also visited the SWTP to evaluate site security. After reviewing industry standards, there was a consensus that improvements are needed, which will be brought to Council in a future budget year.

Proactive Management of the Harristown Vulcan Site: Vulcan Materials is following through on their commitment to remove the remains of the old dredge. A contractor was working during the month of May to cut and truck away this material and is substantially complete as of the end of the month. Also, staff has been approached by a trucking company that may be interested in leasing part of the site. In addition to bringing in revenue, this would reduce the risk of trespassers causing harm to themselves or others.

STEM Careers in the Water Industry: Robert gave a tour to a young professional with a science degree who was laid off from one of the research labs in Decatur. She was interested to learn that there are many STEM careers in the water and wastewater industries. Many job openings are coming open as the older generation of water professionals nears retirement. In fact, of the 4,800 operator positions in Illinois, almost 10% are expected to open up in the next 10 years. In addition, the field of water and wastewater engineers is expected to grow rapidly.

Lake Decatur Watershed Management Plan:

- 2025 RCPP Applications are currently being ranked and will be completed by June 13.
- 2023 IEPA Section 319 Shoreline stabilization project will start this summer once we get the state permit approved and bidding process completed.

- The team is finalizing designs with farmers so they can have projects ready to go in the ground after harvest.
- Preparations for 2025 Farm Progress Show are underway. For the first time, the City of Decatur will have a table in the show. We will be in the conservation tent, where the theme will be “Journey through Conservation.” One of the possible prizes could be a tour of the conservation practices on Lake Decatur.

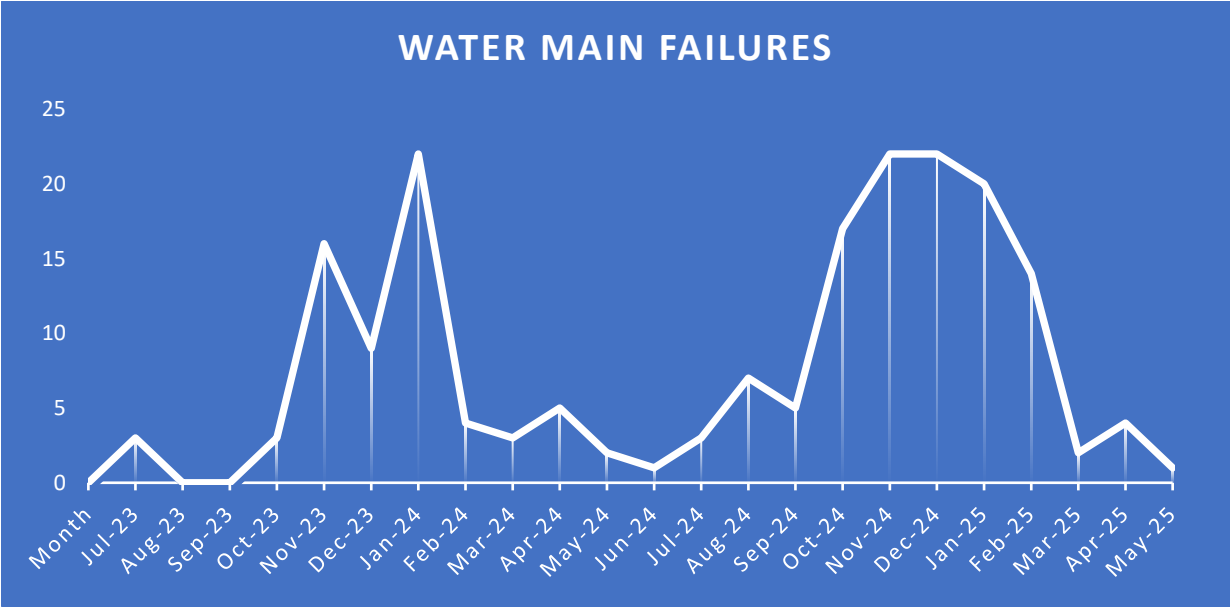
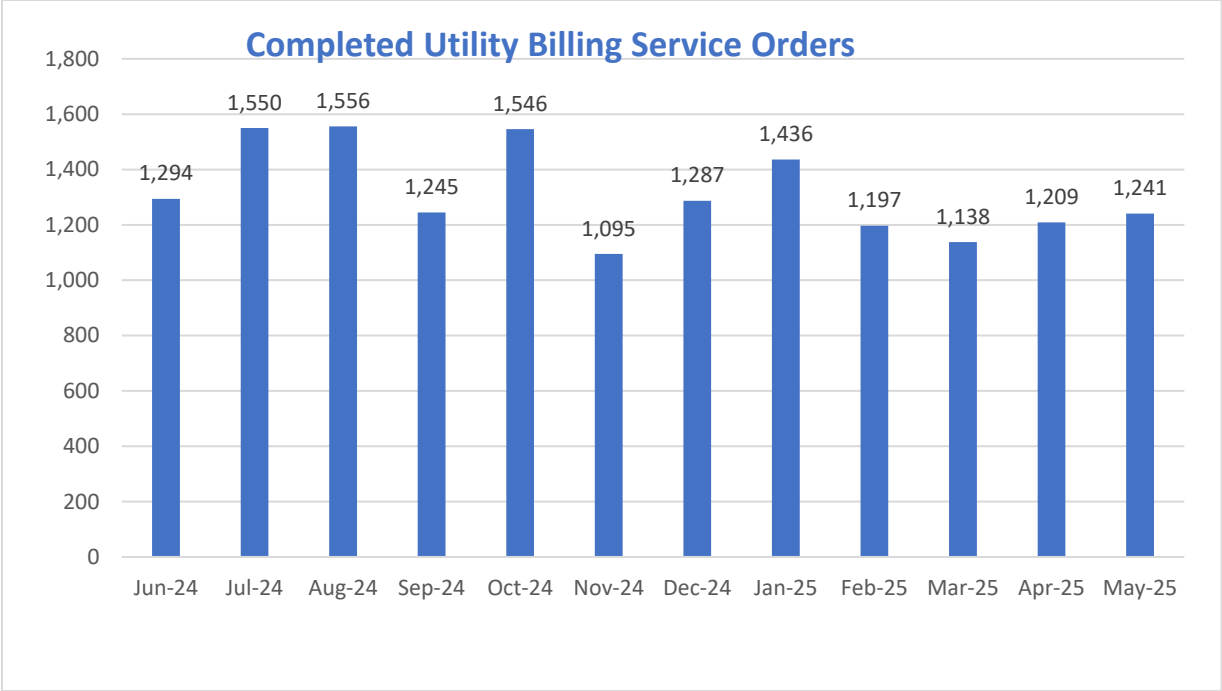
Performance Outcomes:

1. Meet or exceed the federal and state drinking water standard for turbidity, chlorine and nitrate. All these standards were met or exceeded this month, and proactive efforts are consistently being made to keep it that way, including the DBP reduction efforts noted above.
2. Monitor safety on Lake Decatur by recording the number of boat accidents and boat operating under the influences (OUIs) on the lake annually. No accidents or OUIs occurred this month. A significant effort has gone into upgrading the Lake Patrol employment experience, and this bodes well for safety on the lake.
3. Reduce the amount of sediment accumulating in the lake annually. Turbidity levels continue to be low in the raw water, even during and after storm events, which points to the success of the watershed program.

Water Services:

May 2025

Water Services staff repaired or replaced 1 water main failure, 6 water services, 10 fire hydrants and inspected 9 system control valves and 38 fire hydrants. Completed 130 miscellaneous distribution system orders and 1,241 Utility Billing service orders.



Transportation Services Department

Monthly Report

May 2025

Mass Transit Division

For the month of May, the Mass Transit staff completed the following projects:

1. The Comprehensive Triennial Audit has been completed on the Transit System by the FTA. This was a great audit. We received 1 deficiency for the late completion of the FY23 Single Audit. The FTA commended our many best practices and the progress that has been made since the 2018 Triennial Audit when the City received 11 deficiencies.
2. Farebox replacement has received IDOT approval, once Council approves we will initiate kickoff. Fareboxes have not been replaced in over 30 years. If approved, IDOT grants will replace our existing drop box system farebox with state-of-the-art farebox validators. Allowing for the use of app and card-based payments on the buses.
3. A grant-based project to demolish the rest of the tommy house tire buildings has been bid and final pre-award approval of contract is with IDOT. This will come back to Council for final approval as well.
4. Microtransit Operations, Council has approved and now IDOT is reviewing final contract.

Our ridership for the month consisted of the following:

Mon-Sun	Fixed Route	Paratransit	Total
Passenger Rides	75,863	1,937	77,806
Miles Driven	121,511	9,800	131,311
On Time Performance	87%	98%	
Train Delays	9	2	11

Facilities Maintenance Division

The Maintenance Manager has developed individualized building inspection reports for each facility based on the model that transit uses for the FTA requirements. Each City building will receive Quarterly inspections-these inspections will aid in long term capital planning and maintenance costs.

Snow removal and ice management was a priority for all facilities.

1. Transit Facilities: We need to replace the large double doors at the Transit Center and remodel the Paratransit front desk office.
2. Library Facilities:

- a. Library: Chiller replacement is in the testing phase prior to project closeout. Roof has final phase scheduled prior to project closeout.
3. Police Facilities: Monthly maintenance inspection completed and minor repairs made.
4. MSC: Roofing project is almost completed, final phase is scheduled.
5. Fire Department: Ongoing repairs and projects across all fire stations.

Electric Vehicle (EV) Division

For the month of May, the EV staff completed the following projects:

1. Working with Contractor and Ameren to move towards initiating construction of the public EV charging stations at the Library, Civic Center, and Boat Docks/Amphitheater.
2. All 3 of our EV SUVs have been delivered and we are working with Ameren and their contractor to install the Level 2 chargers at Transit.
3. Biodiesel Program (B-20)
 - a. Attached is the B-20 Club One-Pager, detailing our emissions savings over the past year using B-20 biodiesel.
 - b. Key results include:
 - c. Eliminated Diesel Particulate Filter (DPF) replacements over the past 12 months
 - d. Previously, the fleet averaged one DPF replacement per month at ~\$3,500 each
 - e. Annual savings: \$42,000 in parts alone
4. Hybrid Electric Bus Performance
 - a. Our new Gillig Egen Flex hybrid buses have been averaging 35 miles per day in full electric mode, resulting in estimated annual fuel savings of \$27,000.



Decatur ILLINOIS — Public Transit System

Agribusiness Capital Supports Local Economy with B20 Biodiesel

Situated in the heart of the No. 1 soybean-producing state in the U.S. and home to several major agricultural companies, the City of Decatur, Illinois, is often referred to as the “agribusiness capital of the world.” By using B20 biodiesel, the city supports the economy by providing a market for soybeans that are grown and processed locally.

Decatur’s Transportation Services Department, operating as the Decatur Public Transit System (DPTS), is a division within the City of Decatur that provides public transit services. DPTS operates 15 bus routes and a downtown trolley service. Through a partnership with local employer Primient, 900 employees and plant contractors ride for free on the transit system. DPTS also provides complimentary rides for students, thanks to a collaboration with the Decatur Public School District and Richland Community College.

The Transportation Services Department is in the process of developing a sustainable, energy-efficient campus and fleet through DPTS’s Zero-Emission Fleet Transition Plan by 2040. The fleet is acquiring battery-electric hybrid buses and all-electric support vehicles, while continuing to use renewable alternative fuels like biodiesel as a proven strategy to be more efficient and cost-effective. In 2024, DPTS transitioned to use of year-round B20 in support of a more resilient and equitable transit system.

Learn more about the City of Decatur at <https://decaturil.gov/>.

INTERESTED IN LEARNING MORE?



For information about the B20 Club of Illinois, scan this QR code or email CleanAir@lung.org.



B20 IMPACT ON EMISSIONS in City of Decatur Annually



543.8 Tons
CO2e Emissions
Avoided



4 Pounds
Particulate Matter (PM)
Emissions Avoided



8,157 Trees Planted
CO2e Emission
Reduction Equivalents



\$1,920
Health Benefits due to
PM Reductions

¹Based on EPA models using fleet and fuel data provided by City of Decatur.

WHY BIODIESEL?

“We have experienced the benefits of using B20 first-hand through improved mileage and lower operating costs. We are excited to expand our B20 usage as we continue to decarbonize our operations.”

— Lacie Elzy, MBA, BCPP, BCFP
Transportation Services Director
City of Decatur





DECATUR FIRE DEPARTMENT

MEMORANDUM

2025-06

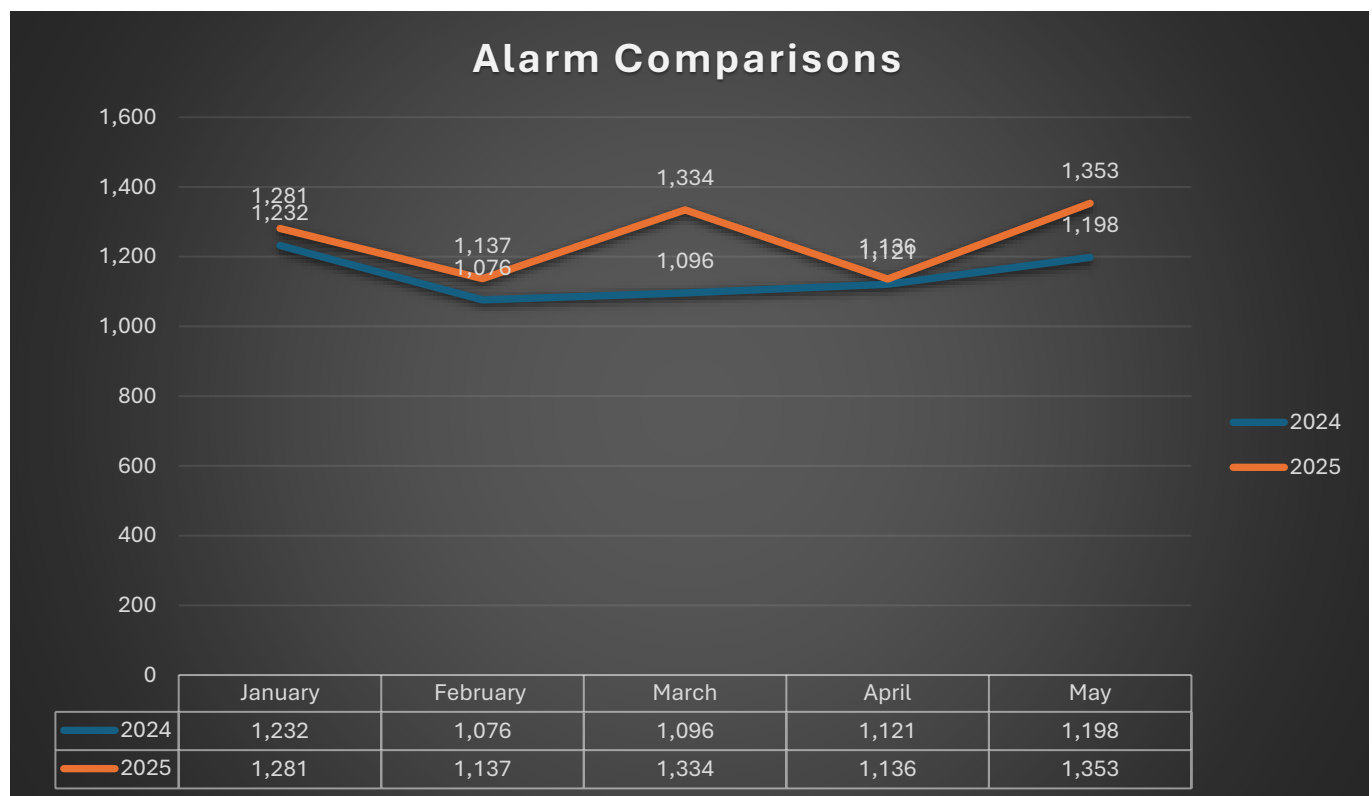
June 9, 2025

TO: Tim Gleason, City Manager

FROM: Neil Elder, Fire Chief

RE: Monthly Report – May 2025

In May, the Fire Department responded to a total of 1,353 alarms, continuing a pace that exceeds our record-breaking call volume in 2024. Department leadership is actively exploring strategies to manage and stabilize this increasing demand for service.



Incident Type Category	2025				
	Jan	Feb	Mar	Apr	May
1 - Fire	29	26	37	26	26
2 - Overpressure Rupture, Explosion, Overheat (No Fire)	0	2	1	1	1
3 - Rescue & Emergency Medical Service Incident	927	843	911	779	904
4 - Hazardous Condition (No Fire)	27	18	43	25	103
5 - Service Call	121	104	144	121	106
6 - Good Intent Call	98	87	113	113	145
7 - False Alarm & False Call	79	57	83	70	67
8 - Severe Weather & Natural Disaster	0	0	0	0	0
9 - Special Incident Type	0	0	2	1	1
Grand Total	1,281	1,137	1,334	1,136	1,353

BUSIEST COMPANIES IN MAY	
Engine 1	301
Engine 5	253
Engine 6	240
Engine 3	232
Truck 2	176

Our academy recruits have completed their training and are now officially on shift. They performed exceptionally well during their initial training and will be a valuable addition to our team.

In May, our staff met with representatives from Pierce to review and finalize the specifications for our new engines, which are scheduled to enter production by the end of 2025.

Fire Prevention May 2025 Monthly Report

In the month of May, the Fire Prevention Bureau conducted 48 Life Safety Inspections. Inspector Jones performed 4 Building Fire Investigations with Inspector Johnson training during those investigations. Inspector Stevens performed 2 Building Fire Investigations and 1 Vehicle Fire Investigation. The Prevention Division installed 8 Residential Key Boxes and 5 smoke detectors. Inspector Jones and Johnson performed 6 Public Safety Talks. Inspector Stevens and Johnson attended the live fire training, and they were included in the incident command board portion. The details are below.

Inspections – 48

Fire Investigations – 8

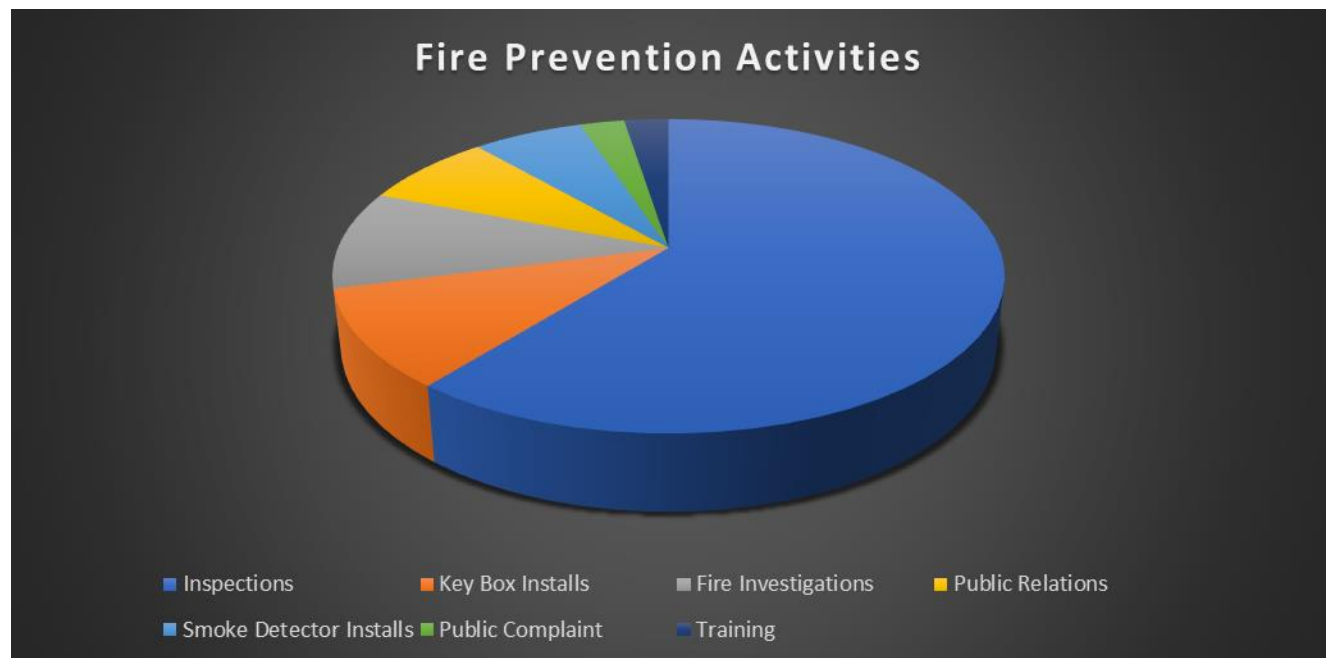
Smoke Detectors – 5

Key Boxes – 8

Public Complaint – 2

Public Relations – 6 (St. Paul's, DECU, Our Lady of Lourdes, CHELP, Eagle Ridge)

Training – Vector Solutions online training, incident command board training

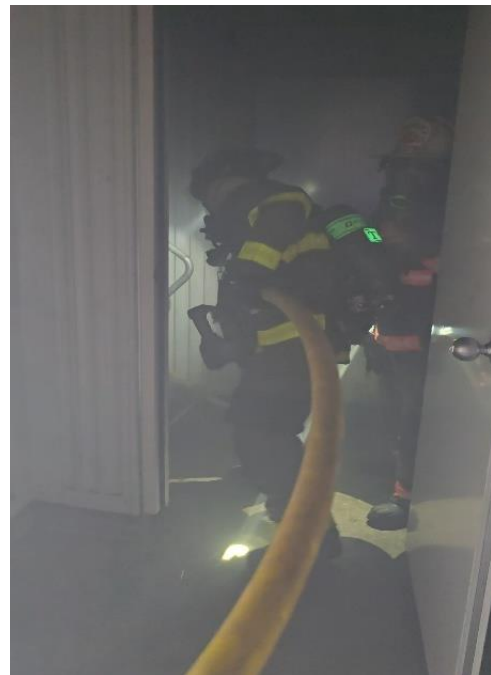


Training May 2025 Monthly Report

Fire:

Live Fire Training:

- All members of the department completed live fire training at the Macon County Law Enforcement Training Center (MCLETC) this month. The training was conducted over all 3 shifts by the Chief and Deputy Chiefs: covering command positions, fireground strategy and tactics, radio communications, apparatus positioning, hose line advancement, and search and rescue. Members practiced these concepts in actual fire conditions, which helps to meet the annual requirements from the Illinois Department of Labor (IDOL) and Insurance Services Office (ISO). Additionally, this type of training assists our members in remaining mission ready and current with their State of Illinois firefighter certifications.



EMS:

- Nine fire department members (3 on-shift and 6 new recruits) are completing a 4-week, accelerated Emergency Medical Technician – Basic (EMT-B) course at the Illinois Fire Service Institute in Champaign. They will finish the course on June 5th, then will complete 28 hours of clinical/ride-along time at Carle Hospital and Arrow Ambulance. The new recruits are expected to arrive on shift starting the week of June 9th.
- All members completed monthly protocol reviews on the topic of t. Each month our members review and are tested on a section of the EMS system protocols to ensure they remain proficient in EMS system's best practices.

Special Operations:

Dive Rescue:

- Members of the DFD Dive Rescue team completed training at the Macon County Law Enforcement Training Center dive pond in preparation for the 2025 Hardy's Race for the Lake on June 7 & 8. The Dive Rescue Team regularly trains for a variety of situations that can occur on the lake and other waterways within the city and county.

Recertification:

- All department members are working through the process of recertifying their respective Office of the State Fire Marshal (OSFM) certifications. This is a new process directed by the OSFM in which members need to complete certain job performance requirements (JPRs) every 4 years in order to keep their state certifications current. The JPRs can be equated to continuing education units (CEUs), to maintain skill levels. Our firefighters maintain state certification in areas such as firefighting, fire officer, fire apparatus engineer, instructor, hazardous materials response, confined space rescue, rope rescue, trench rescue, and structural collapse rescue.

Monthly Report on Priorities and Projects
Information Technology Department
Fiscal Year 2025
May

This month, the Information Technology (IT) Department staff completed the following notable work/tasks:

- Tyler MUNIS ERP (enterprise resource planning) system upgraded to version 2024.4. Small issues after going live with the system are being worked through.
- Executed a temporary plan to staff the Police Department with an IT staff member while a replacement resource is being secured due to resignation.
- Upgrading all end-user computers to Windows 11 and is currently about 60% compliant. Windows 10 is no longer supported by Microsoft's lifecycle policy after October 14, 2025.
- Preliminary work has started to provide information to a third party for Data Network Penetration testing. Testing begins in June 2025.
- Engaged software for proactive data network device monitoring to stay on top of data network health at a glance.
- Provided audio setup, teardown, and support for the wellness fair in the Civic Center Areana.
- Begun budgetary discussions concerning a city phone system replacement to a cloud solution in fiscal year 2026.
- The city is expanding its use of OpenGov to include Code Enforcement currently using a self-developed application with DB2. Kickoff for this project is June 2025.
- An employee portal was developed and is currently being used by active employees for pay stubs and employee demographics. Access from outside our organization is still being perfected within a secure access layer.
- Bodine Electric has started work to repair or replace damage to underground fiber optic locator poles.
- City IT is working with Macon County IT to securely utilize their pets documentation software called Chameleon in city offices.
- The fiber optic project to expand the network from Eisenhower to Firehouse seven has started. Underground location services are locating other buried lines to be avoided when burying the new fiber extension.
- In May 2025, IT processed 84 Help Desk tickets, resolving 47 during the initial point of contact with IT staff (56% First Call Resolution Rate (FCR)).