



Monday, July 7, 2025
5:30 PM
City Council Chamber

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

1. Approval of Minutes of June 16, 2025 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Cothren's Custom Hardscapes for the Country Club Road Boat Ramp Improvements, City Project 2024-33
2. Resolution Authorizing a Professional Engineering Services Agreement with Burns & McDonnell Engineering Company, Inc. to Provide Design Engineering Services for the Broadway and Jasper Street Sewer Rehabilitation Project, City Project 2022-01
3. Resolution Authorizing Execution of an Interagency Agreement with the Illinois State Police and the McLean County Sheriff's Office to Establish the Illinois Trafficking Enforcement Group Task Force
4. City Manager Update
5. 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 2992 South Wheatland Road
- B. Ordinance Annexing Territory 3157 Kathy Court
- C. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Ezell Excavating Inc. for 2024 Annual Water Main Project, City Project 2024-10
- D. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for the Transit Center Parking Lot Improvements Project, City Project 2024-13
- E. Resolution Authorizing the Execution of an Agreement for the Park Place Brick Entryway Improvement Project City Project 2025-26
- F. Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - United Way of Decatur and Mid Illinois

VI. Other Business

VII. Adjournment

CITY COUNCIL MINUTES

Monday, June 16, 2025

On Monday, June 16, 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 Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel, David Horn and Ed Culp. 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: James Taylor, Ayn Owens, Tykyna Cole, Bret Robertson, Abeer Motan and Kathy Williams.

Council members responded to citizens' comments.

Mayor Moore Wolfe called for approval of the minutes.

The minutes of June 2, 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 Dennis Cooper, Lisa Gregory, Consuelo Cruz, Pat McDaniel, David Horn, Ed Culp 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.

R2025-205 Resolution Accepting the Proposal and Authorizing the Execution of an Agreement for Purchase and Implementation of Mobile Ticketing Software and Equipment with Modeshift, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Ms. Lacie Elzy, Director of Economic and Community Development, gave an overview of the Resolution and answered questions from Council members concerning the process for the new payment system.

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

2025-50 Ordinance Amending City Code Chapter 52, Alcoholic Liquor, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Culp.

Ms. Wendy Morthland, Corporation Counsel, gave a brief overview of the Ordinance and answered questions from Council members regarding the amendment to remove the cap on Class B liquor licenses.

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

City Manager Gleason provided the City Manager Update. City Manager Gleason spoke about the 2025 Hardy's Race for the Lake Boat Races held on June 7 and June 8. He also provided an update to Council members on the efforts of Public Works clearing storm-related debris. Additionally, he announced that Micro-Transit forums are set to take place on June 17, 24 and 25, 2025, at the Decatur Public Library.

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

2025-51 Item A. Ordinance Annexing Territory 1st and 2nd Lots East of 1210 Broadmoor
2025-52 Item B. Ordinance Annexing Territory 3rd Lot East of 1210 Broadmoor
R2025-206 Item 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
R2025-207 Item F. Resolution Authorizing Execution and Agreement of Home Repair and Accessibility Program (HRAP) Round 2
Item G. Receiving and Filing of Minutes of Boards and Commissions
R2025-208 Item H. Resolution Authorizing Application for Bird City Illinois (Decatur, Illinois)
R2025-209 Item I. Resolution Authorizing Renewal of TKB Associates, Inc. Annual Licensing and Support for Laserfiche Document Management Suite

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

R2025-210 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, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Matt Newell, Public Works Director, answered questions from Councilman Horn about the utilization of the old truck.

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

R2025-211 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, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Culp.

Mr. Matt Newell, Public Works Director, answered questions from Councilman Horn about the ability of industrial customers to withdraw water from the Mahomet Aquifer.

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

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

Councilman Horn offered his condolences to the family of the young boy who tragically lost his life due to a drunk driver, and Councilman Cooper spoke about several upcoming local Juneteenth events and encouraged the community to attend.

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

Mayor Moore Wolfe declared the regular Council meeting adjourned at 6:15 p.m.

Approved _____
Kim Althoff
City Clerk

**Council Memo
Public Works Department
No. 2025-73**

DATE: 7/7/2025

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
Robert Weil, Water Production Manager
Jennifer Gunter, Watershed & Lake Manager

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Cothren's Custom Hardscapes for the Country Club Road Boat Ramp Improvements, City Project 2024-33

SUMMARY RECOMMENDATION: It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the Country Club Road Boat Ramp Improvements Project, City Project 2024-33, to Cothren's Custom Hardscapes as the lowest responsive and responsible bidder in the amount of \$325,159.00, and that the Mayor be authorized to execute the contract, and the City Clerk to attest.

Attachments to the Resolution include all contract documents except for standard "boilerplate" language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

BACKGROUND:

Project Description

This project is to upgrade and replace the existing Country Club Boat Ramp with a longer ramp with a reduced slope to ensure longer boats can launch safely. The current ramp is not long enough for longer boats to launch there. This infrastructure update is important to Lake Decatur boaters.

The agreement with the Staley Family Foundation includes provisions for the improvements and the ramp will be relabeled, signed and identified as the "Staley Boat Ramp" after the work is complete. The basin's new identification sign is attached.

Phase 2 of the project after the boat ramp is upgraded, is to improve the shoreline stabilization similar to the work that was completed at the Staley Hot Water Ditch last year. The Country Club Boat Ramp also fits into the long-term plan to upgrade the main boat ramps at Nelson Park, as it will provide an alternate location for boaters while those ramps are out of service.

Public Letting Results

The project plans and specifications were prepared by the Public Works Department and Martin Engineering. The project was advertised on Wednesday, May 28, 2025, and bids were opened on Wednesday, June 18, 2025. The results from the bid letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Cothren's Custom Hardscapes	\$325,159.00	20.05%
William Charles Construction	\$472,415.10	74.41%
Engineer's Estimate	\$270,857.00	

Five contractors took out bid packages and two contractors submitted a bid proposal for the project. Cothren's Custom Hardscapes providing the lowest responsive and responsible bid at 20.05% above the Engineer's Estimate. Their bid proposal has been reviewed by Martin Engineering Company and staff and has been found to be responsible and responsive, see attached recommendation letter. It is not expected that we would receive lower bids by delaying or rebidding this work, a delay would also make it difficult to complete the work this year.

Cothren's Custom Hardscapes has recently completed the Staley Basin Shoreline Stabilization at the hot water ditch and the West Main St. brick paver replacement projects with good results. Cothren's Custom Hardscapes is a local company that specializes in landscaping, retaining walls, and interlocking paver projects. Staff recommends that the City Council approve a contract with Cothren's Custom Hardscapes to perform the Country Club Boat Ramp Improvements.

MINORITY PARTICIPATION GOALS:

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts."

Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises (MBE) if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount should be for the purchase of goods, material, and equipment to MBE; and,

Eighteen (18) percent of the total hours worked should be performed by minority workers.

If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.

Subcontracting is not required for a City project. Cathren's Custom Hardscapes bid proposal identifies that they will self-perform all work with no subcontracting opportunities.

SCHEDULE:

Work on this project is expected to begin in August with work completed in late October.

LEGAL REVIEW: The project plans and specifications were reviewed and approved by the Legal Department on May 23, 2025

PRIOR COUNCIL ACTION:

- **July 18, 2022** – The City Council approved resolution R2023-40 entering into an agreement with the Staley Family Foundation for improvements to Lake Deacatur Basin #3, Staley Basin.

The 2025 Capital Improvements Plan included an allocation of funds for this project.

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

INPUT FROM OTHER SOURCES:

Martin Engineering.

STAFF REFERENCE: Matt Newell, Public Works Director, Paul Caswell, City Engineer, Robert Weil, Water Production Manager, and Jennifer Gunther, Watershed and Lake 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: Budget Impact: The adopted budget provides \$200,000 for this project. The additional funding necessary is within the balance of the Water Lake Capital fund.

Staff Impact: Staff has allocated time to manage this project.

ATTACHMENTS:

1. 2025-73 Resolution 1 Award Country Club Boat Ramp - Custom Hardscapes
2. 2025-73 - 2024-33 Council Bid Tab
3. 2025-73 2024-33 CC Boat Ramp Minority Utilization
4. 2025-73 Recommendation Letter
5. 2025-73 Location Map
6. 2025-73 Country Club Pictures
7. 2025-73 Final Sign for Staley Basin

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH COTHREN'S CUSTOM HARDSCAPES FOR THE
COUNTRY CLUB ROAD BOAT RAMP IMPROVEMENTS, CITY PROJECT 2024-
33**

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

Section 1. That the tabulation of bids received for City Project 2024-33, Country Club Road Boat Ramp Improvements Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Cothren's Custom Hardscapes the amount of \$325,159.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Cothren's Custom Hardscapes, attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$325,159.00.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000 as a bonus.

PRESENTED and ADOPTED this 7th day of July, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for**

***COUNTRY CLUB ROAD BOAT RAMP IMPROVEMENTS PROJECT CITY
PROJECT 2024-32***

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	CONCRETE PAVEMENT REMOVAL	SY	133	144.00	\$ 19,152.00
2	ASPHALT PAVEMENT REMOVAL	SY	65	90.00	\$ 5,850.00
3	SEDIMENT REMOVAL AND DISPOSAL	CY	85	90.00	\$ 7,650.00
4	ARTICULATED BLOCK REVETMENT MAT	SY	28	1,080.00	\$ 30,240.00
5	RIPRAP, RR3	SY	100	150.00	\$ 15,000.00
6	REINFORCED PCC BOAT RAMP PAVEMENT, 8"	SY	207	495.00	\$ 102,465.00
7	PCC TRANSITION PAVEMENT, 6"	SY	49	180.00	\$ 8,820.00
8	PCC SIDEWALK, 5"	SF	72	35.00	\$ 2,520.00
9	PCC SHORE ABUTMENT	SF	36	152.00	\$ 5,472.00
10	AGGREGATE BASE COURSE, TY B, 6" (CA3)	SY	160	170.00	\$ 27,200.00
11	AGGREGATE BASE COURSE, TY B, 6" (CA6)	SY	127	170.00	\$ 21,590.00
12	AGGREGATE BASE COURSE, TY B, 8" (CA7)	SY	28	150.00	\$ 4,200.00
13	COURTESY BOAT DOCK	EACH	1	35,000.00	\$ 35,000.00
14	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LUMP SUM	1	\$40,000	\$ 40,000.00
TOTAL BASE BID					\$ 324,862.00

TOTAL BASE BID IN WORDS

Three hundred, twenty four thousand, eight hundred and sixty two dollars.

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CONTRACT

THIS CONTRACT, made and entered into this 7th day of July, 2025, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Cothren's Custom Hardscapes hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **COUNTRY CLUB ROAD BOAT RAMP IMPROVEMENTS PROJECT, City Project 2024-33**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **The Completion Date for this project is *October 31, 2025*.** The Contractor shall complete all work subject to the date on or before the specified date.
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond (required for
contracts greater than \$150,000)
Addenda

Special Provisions
Project Drawings
Standard Drawings
Special Conditions
General Conditions
Supplemental Specifications
Standard Specifications
Appendices

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

Cothren's Custom Hardscapes

SECRETARY (Corporate Seal)

By _____
PRESIDENT



CONTRACT PERFORMANCE BOND

(REQUIRED FOR CONTRACTS GREATER THAN \$150,000)

Project: COUNTRY CLUB ROAD BOAT RAMP IMPROVEMENTS PROJECT

Project Number: 2024-33

We, COTHREN'S CUSTOMS HARDSCAPES 570 E. WILLIAM STREET, DECATUR, IL 62521

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of _____ ,
as PRINCIPAL, and _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of
Three Hundred Twenty-Five Thousand, One Hundred Fifty-Nine Dollars and 00/100

_____ Dollars (\$325,159.00), lawful money of
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this
instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to them for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

COTHREN'S CUSTOMS HARDSCAPES

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety)

By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

COUNTY OF _____

(SEAL)

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this 7TH day of JULY, A.D. 2025

Attest:

Kim Althoff, City Clerk

City Council

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

PROJECT NUMBER: 2024-33 PROJECT NAME: COUNTRY CLUB ROAD BOAT RAMP IMPROVEMENTS PROJECT BID DATE: 6/18/2025 TIME: 10:00 A.M. FUND: WATER CAPITAL ORGANIZATION CODE: 81808128 OBJECT CODE: 485660				Engineer's Estimate City Engineering Division		COTHREN'S CUSTOMS HARDSCAPES 570 E. WILLIAM STREET DECATUR, IL 62521 Contact Person AARON WARD 217 422-8014 AARON@CCHARDSCAPES.COM		WILLIAM CHARLES CONSTURCTION 833 FEATHERSTONE ROAD ROCKFORD, IL 61107 Contract Person JOSEPH WEISHAAR Bids@williamcharles.com	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	CONCRETE PAVEMENT REMOVAL	133.00	SY	\$165.00	\$21,945.00	\$144.00	\$19,152.00	\$62.55	\$8,319.15
2	ASPHALT PAVEMENT REMOVAL	65.00	SY	\$165.00	\$10,725.00	\$90.00	\$5,850.00	\$142.45	\$9,259.25
3	SEDIMENT REMOVAL AND DISPOSAL	85.00	CY	\$60.00	\$5,100.00	\$90.00	\$7,650.00	\$600.00	\$51,000.00
4	ARTICULATED BLOCK REVETMENT MAT	28.00	SY	\$280.00	\$7,840.00	\$1,080.00	\$30,240.00	\$1,100.00	\$30,800.00
5	STONE RIP-RAP, RR3	100.00	SY	\$120.00	\$12,000.00	\$150.00	\$15,000.00	\$218.16	\$21,816.00
6	REINFORCED PCC BOAT RAMP PAVMENT, 8"	207.00	SY	\$331.92	\$68,707.00	\$495.00	\$102,465.00	\$730.14	\$151,138.98
7	PCC TRANSITION PAVEMENT, 6"	49.00	SY	\$110.00	\$5,390.00	\$180.00	\$8,820.00	\$1,371.45	\$67,201.05
8	PCC SIDEWALK, 5"	72.00	SF	\$15.00	\$1,080.00	\$35.00	\$2,520.00	\$246.53	\$17,750.16
9	PCC SHORE ABUTMENT	36.00	SF	\$125.00	\$4,500.00	\$152.00	\$5,472.00	\$264.40	\$9,518.40
10	AGGREGATE BASE COURSE, TY B, 6" (CA3)	160.00	SY	\$65.00	\$10,400.00	\$170.00	\$27,200.00	\$83.19	\$13,310.40
11	AGGREGATE BASE COURSE, TY B, 6" (CA6)	127.00	SY	\$50.00	\$6,350.00	\$170.00	\$21,590.00	\$64.34	\$8,171.18
12	AGGREGATE BASE COURSE, TY B, 8" (CA7)	28.00	SY	\$65.00	\$1,820.00	\$150.00	\$4,200.00	\$147.45	\$4,128.60
13	COURTESY BOAT DOCK	1.00	EACH	\$75,000.00	\$75,000.00	\$35,000.00	\$35,000.00	\$40,001.93	\$40,001.93
14	ALTERATIONS,CANCELLATIONS,EXTENSIONS,DEDUCTIONS AND EXTRA WORK	1.00	LSUM	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
TOTAL BIDS (AS CORRECTED)				\$270,857.00		\$325,159.00		\$472,415.10	
Percent Over Under ENGINEER'S ESTIMATE						20.05%		74.41%	

Paul E. Caswell, City Engineer

Date



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	06/17/2025	Project Title:	COUNTRY CLUB ROAD BOAT RAMP IMPROVEMENTS PROJECT
Total Contract Value:		Project Number:	2024-33COUNTRY CLUB ROAD BOAT RAMP IMPROVEMENTS PROJECT

Section I: Prime Contractor Information

Prime Contractor: Cothren's Custom Hardscapes

Address: 5705 E. William Street Rd.
Decatur, IL 62521

Phone: 217-422-8014

Contact Person: Aaron Ward

Email: aaron@cchardscapes.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Totals				

- If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Totals			

- If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
A. Brown Trucking	Phone call and text	No response

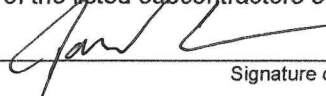
- If more firms were contacted, please copy this form and attach the additional information.

Section V:

The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.



Signature of Prime Contractor

6/18/2025

Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	06/18/2025	Project Title:	COUNTRY CLUB ROAD BOAT RAMP IMPROVEMENTS PROJECT
		Project Number:	2024-33

Prime Contractor: Cothren's Custom Hradscapes
Address: 5705 E. William Street Rd.
Decatur, IL 62521
Phone: 217-422-8014
Contact Person: Aaron Ward
Email: aaron@cchardscapes.com

We hereby request that the City waive the Minority Business Enterprise (MBE) 10% participation goal on the above named project for the following reason(s) and affirm that the stated reasons and documents provided are true and correct and not misleading. We further agree this waiver request does not waive the goal that 18% of the total hours worked should be performed by minority workers as per City Code Chapter 28, Article 10.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	An insufficient number of MBEs responded to our invitation to bid on services or materials. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☒	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
☐	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

Signature of Prime Contractor

6/18/2025

Date

FOR OFFICIAL USE ONLY

☐ APPROVED	☐ DISAPPROVED
-----------------------------------	--------------------------------------

The minority participation goals are waived on this project for the following reason(s) (see Article 28-10-7 City Code):

☐	The project is essential for City operations.
☐	Emergency circumstances require a waiver.
☐	Evidence of a good faith effort by the contractor.
☐	The contractor will self-perform all work and will not subcontract any portion of the project.
☐	The contractor proposes to meet City MBE goal. No Waiver Required

REVIEWED BY:

Public Works Director

Date



June 18, 2025

Project: Country Club Road Boat Dock Improvements Project

Project Location: Country Club Road, Decatur, IL 62521

RE: Waiver for Country Club Road Boat Dock Improvements Project.

Cothren's Custom Hardscapes is requesting a waiver for the MBE Minority Subcontractor and Material Supplier Participation Goals for the above project. We will be self-performing all scopes of work. Also, in a good effort we tried to find local MBE Trucking to hire for moving materials from our lot to the site with no luck.

Sincerely,

Cothren's Custom Hardscapes

5705 E. William Street Rd. | Decatur IL, 62521

Phone: 217-520-8378 | 217-412-1593

Website: www.cchardscapes.com



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

Notification of Change in Participation

Date:		Project Title:	COUNTRY CLUB ROAD BOAT RAMP IMPROVEMENTS PROJECT
		Project Number:	2024-33

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

If changing from a previously identified subcontractor/material supplier to another or to change from self-performing to a subcontractor, complete the following:

From Name:		To Name:	
Address:		Address:	
Phone:		Phone:	
Status:	☐ MBE	☐ Non-MBE	Status: ☐ MBE ☐ Non-MBE
		Contract Amount:	
Will the scope of work change?	☐ Yes	☐ No	

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

Signature of Prime Contractor

Date

Signature of Prime Contractor

Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:		Project Title:	COUNTRY CLUB ROAD BOAT RAMP IMPROVEMENTS PROJECT	
Total Contract Value:		Project Number:	2024-33	

Section I: Minority Business Enterprise (MBE) Information

Name: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an **MBE Information Form** signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a **Notification of Change in Participation Form** and **MBE Information Form** with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
Title	Date

Minority Business Enterprise Signature	Print
Title	Date



Final Minority Business Enterprise (MBE) Participation Documentation

Date:		Project Title:	COUNTRY CLUB ROAD BOAT RAMP IMPROVEMENTS PROJECT	
Total Contract Value:			Project Number:	2024-33

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person:

Email: _____

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Non-MBE Subcontractor Total				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				

If more MBE's are utilized, please copy this form and attach the additional information.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☐	MBE Goal of 10% <u>has been</u> reached
☐	MBE Goal of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the MBE Utilization Statement submitted at Bid
☐	MBE Goal of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the MBE Utilization Statement submitted at Bid (attach explanation)
☐	MBE Goal of 20% <u>has been</u> reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of \$50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Signature of Prime Contractor

Date



MARTIN ENGINEERING COMPANY
CONSULTING ENGINEERS/LAND SURVEYORS

3695 South 6th Street Frontage Road, Springfield, Illinois 62703

June 20, 2025

City of Decatur
1 Gary K. Anderson Plaza
Decatur, Illinois 62523
Attn: Jennifer Gunter, Watershed and Lake Manager

RE: Bid Opening
Country Club Boat Ramp Improvements
City No. 2024-33
MEC No. 24114

Dear Mrs. Gunter:

Bids were opened on June 18, 2025 for the Country Club Road Boat Ramp Improvements Project. The lowest bidder was Cotheren's Custom Hardscapes with a bid of \$324,862.00. The engineer's estimate of probable construction cost was \$270,857.00. Although the low bid was 16.6% over the estimate, MEC has reviewed the unit prices of the low bidder, and believes them to be appropriate for the proposed work.

MEC recommends that the City of Decatur enter into a contract with Cotheren's Custom Hardscapes for the above-referenced project, if the City wishes to move forward with the improvements.

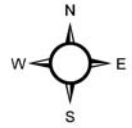
Respectfully,

MARTIN ENGINEERING COMPANY

Tyler K. Walker, P.E.
Assistant Vice President



Country Club Road Boat Ramp Improvements Project, City Project 2024-33



Existing Country Club Boat Ramp





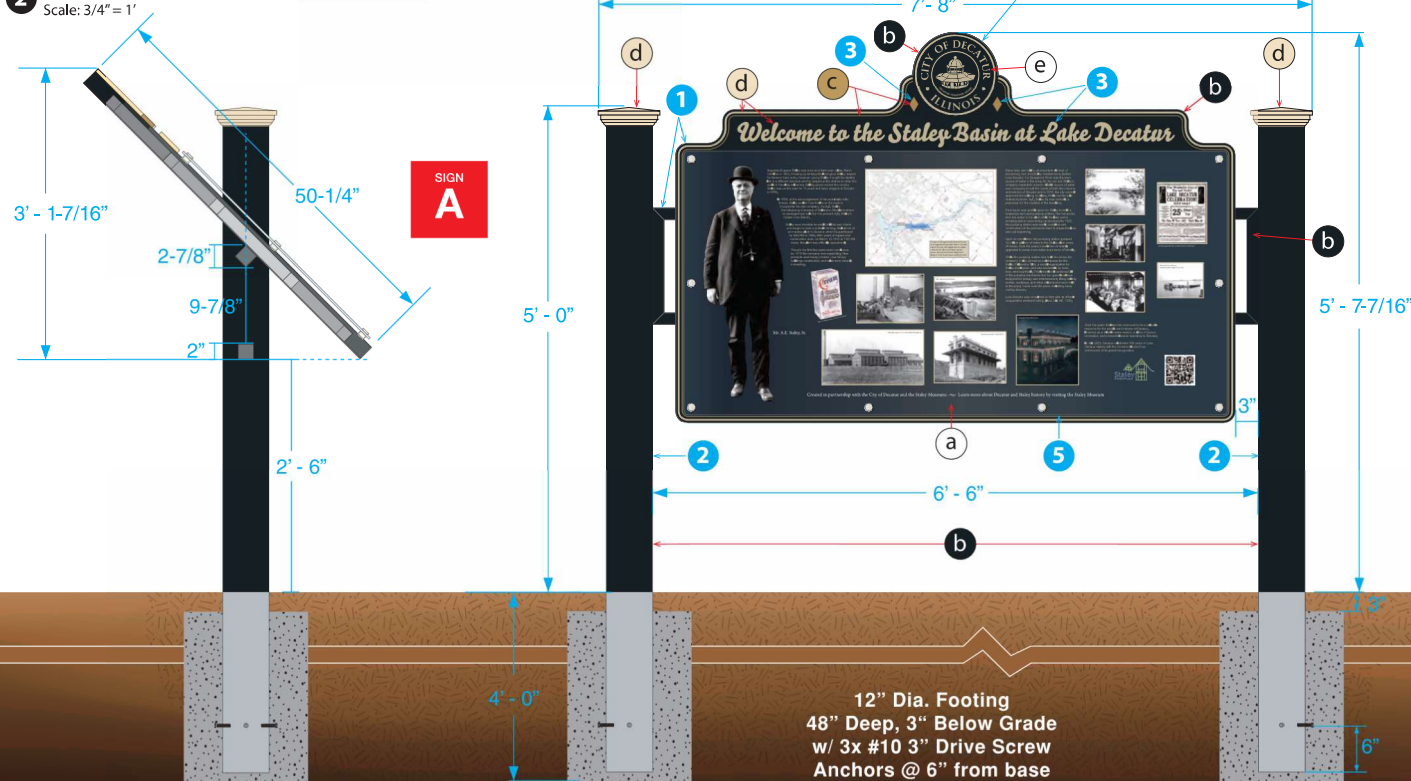
1 DETAIL DRAWING - SIGN FACE

Scale: 1/2" = 1'



2 DETAIL DRAWING - SECTION & ELEVATION

Scale: 3/4" = 1'



3 EXISTING SITE LOCATIONS

Scale: N/A



Customer / Job Site

City of Decatur

1 Gary K. Anderson Plaza
Decatur, IL 62523

Scope of Work

Wayfinding Signage

Post & Panel Signs

** Sign A **

1 Fabricate & Install
1-1/2" Steel Tube
Capture Frame
w/ Routed 2"d HDU,
Masked & Sprayed.
Back Enclosed w/
Routed .125 Alum.,
Attached to Steel Frame
w/ counter sunk screws.

2 Frame Attached to
6" Post w/
New England
Style Caps,
Masked & Sprayed.

3 1/2" PVC Elements /
Lettering
to be Sprayed &
Mounted to HDU Face.

4 "City of Decatur"
to be Digitally Printed on
Standard Clear Vinyl,
Applied to Face of
Routed 1/2" PVC.

5 Digitally Printed Vinyl
Graphics Applied to
2nd Surface of
3/8"d Clear Acrylic,
Mounted to HDU Face
w/ 1" Locking Barrel
Stand-offs.

POST & PANEL SIGN SPECS	
STYLE:	Custom
MOUNTING SURFACE:	1-1/2" Steel Tube Frame
SIDE w/ GRAPHICS:	Single-sided
POST MATERIAL:	Steel w/ New Eng. Caps
POST SIZE:	6 x 6 sq. tubes
PANEL MATERIAL:	2" HDU
PANEL SIZE:	72" w x 50-1/4" h
2nd PANEL MATERIAL:	3/8" Clear Acrylic
2nd PANEL SIZE:	70" w x 34" h
PANEL COLOR:	SEE GRAPHICS SPECS
BACKER:	Routed .125 Alum.
POST COLOR:	Forrest Green
GRAPHIC TYPE:	Printable Vinyl

GRAPHICS	
INSTANT COLOR / FINISH	METHOD
a White Printable / Full Color	digital print
b MP / Forrest Green	sprayed
c MP / Gold	sprayed
d MP / Ivory	sprayed
e Clear Printable / Full Color	digital print

ROLL TO ROLL PRINTED GRAPHICS	
PRINTABLE ROLL TYPE	PRINTABLE ROLL TYPE
Printable Clear	Standard Printable
QUANTITY	QUANTITY
1	1
SIZE	SIZE
11" x 11" w	34" x 70" w
BACKGROUND COLOR	BACKGROUND COLOR
White	White
1st SURFACE	1st SURFACE
2nd SURFACE	2nd SURFACE
BOTH	BOTH
LAMINATE	LAMINATE
Long Life	Long Life
MOUNTING SURFACE	MOUNTING SURFACE
1/2" PVC	3/8" Clear Acrylic

ROLL TO ROLL PRINTED GRAPHICS	
PRINTABLE ROLL TYPE	PRINTABLE ROLL TYPE
Printable Clear	Standard Printable
QUANTITY	QUANTITY
1	1
SIZE	SIZE
11" x 11" w	34" x 70" w
BACKGROUND COLOR	BACKGROUND COLOR
White	White
1st SURFACE	1st SURFACE
2nd SURFACE	2nd SURFACE
BOTH	BOTH
LAMINATE	LAMINATE
Long Life	Long Life
MOUNTING SURFACE	MOUNTING SURFACE
1/2" PVC	3/8" Clear Acrylic

ACE SIGN CO.

This design belongs to the ACE SIGN CO. and becomes the property of the customer only upon completion of an order, and is otherwise not to be used in whole or in part without written permission of ACE SIGN CO. • 2540 S. 1ST ST. • SPRINGFIELD, IL 62704 • 217 522-8417

JOB#: 111394

designer: DJS

PROOF DATE: 01/05/24 SCALE: Varies

☐ APPROVED AS IS ☐ APPROVED W/ CHANGES ☐ RE-DRAW W/ CHANGES

REF: ##### note

*Proofs will predict design layout, text accuracy, image proportion and placement. Colors on a digital screen or printed proof may not reflect actual color. 11" x 17" paper size

Council Memo
Public Works Department
No. 2025-65

DATE: 7/7/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works

SUBJECT:

Resolution Authorizing a Professional Engineering Services Agreement with Burns & McDonnell Engineering Company, Inc. to Provide Design Engineering Services for the Broadway and Jasper Street Sewer Rehabilitation Project, City Project 2022-01

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, to a Professional Engineering Services Agreement between the City of Decatur and Burns & McDonnell Engineering Company, Inc. to provide final design engineering services for the Broadway and Jasper Street Sewer Rehabilitation Project for a fee not to exceed \$379,700.

BACKGROUND:

The City's large diameter critical sewers are sewers with diameters ranging from 3 to 7 feet. They are major trunk sewers that serve large areas of the City and are vital to the City's sewer system. There are 5 critical sanitary sewers that are owned and operated by the City: 7th Ward Sewer, McKinley Avenue Sewer, Union Street Sewer, Lake Shore Drive Sewer, and Broadway/Jasper Sewer, see the attached Figure 1. Failure of a critical sewer could have dire consequences such as loss of service for large sections of the City, pollution of the land and our drinking water supply, very high repair costs and possibly significant private property and building damage.

The Public Works Department prepared a Critical Sewers Rehabilitation Facilities Plan which was approved by the Illinois Environmental Protection Agency (IEPA) on February 4, 2013. The plan analyzed four of the five critical sanitary sewers; Lake Shore Drive Sewer, 7th Ward Sewer, McKinley Avenue Sewer and Union Street Sewer. The City has completed all rehabilitation work on the four critical sewers analyzed in the plan.

When the City's Sanitary Sewer Master Plan was prepared in 2009, the Broadway and Jasper St Sewer did not show significant signs of deterioration and was not included in the facilities plan. Recent inspections have shown additional deterioration indicating the need for rehabilitation.

Broadway and Jasper Street Sewer

The Broadway and Jasper St sewer was originally constructed circa 1890's and is a brick pipe varying in size from 36" to 84" in diameter, both circular and egg shaped. The Jasper Street relief sewer was constructed in the 1940's, a circular concrete pipe 54" in diameter. The Broadway and Jasper Street sewers start near Grand Avenue and combine at Martin Luther King Jr., Dr. and Prairie St. The system then extends south until it connects to a diversion structure owned and operated by the Sanitary District of Decatur on South Main St. near

the Greenwood Cemetery. The total footage of pipe is approximately 22,600 feet. See the attached location maps.

Request for Qualification and Proposals

The City advertised a request for qualifications and proposals (RFQP) on January 26, 2022 and received five proposals from Clark Dietz, CDM Smith, Fehr Graham, WHKS, and Burns and McDonnell and selected Burns and McDonnell as the most qualified firm to provide the preliminary and final design work for this project.

Final Design Engineering Services

Burns and McDonnell completed the preliminary design report recommending approximately 14,000 feet of pipe ranging 36" to 72" in diameter and 39 manhole structures be fully rehabilitated along with minor spot repairs to the remaining system. The preliminary construction budget is estimated at \$13 million with the City applying for an IEPA revolving low interest loan for funding. The preliminary report also monitored and reviewed sources of sewer gas in the system that has plagued the downtown at times. It was determined that the smell is naturally formed and an initial recommendation was provided to work at sealing up the combined sewer system to prevent the sewer gasses from escaping. This sewer rehabilitation project will provide the ability to better seal up the system. If the work on the system does not reduce the smell satisfactorily, a chemical system would need to be piloted and designed following the completion of the rehabilitation work.

The professional services agreement with Burn and McDonnell includes the following work items:

1. Kick-off meeting, progress meetings, and coordination.
2. Provide flow monitoring for bypass pumping
3. Permit Coordination - IEPA, IDOT, and Railroads
4. Large industry coordination
5. IEPA project plan submittal and loan application assistance services
6. Preliminary Design and Cost Estimation
7. Prefinal Design and Cost Estimation
8. Final Design for Bid and Cost Estimation
9. Bidding question assistance and recommendation

LEGAL REVIEW: The agreement was reviewed by Legal on June 17, 2025.

PRIOR COUNCIL ACTION:

See Appendix A for a listing of prior Council actions.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Burns and McDonnell Company, Inc.

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

BUDGET/TIME IMPLICATIONS: Budget Impact: The engineering services agreement with Burns and McDonnell is for a cost not to exceed \$379,700. Funding for this project is from the Sanitary Sewer Fund which is supported by the sewer user charge. It is anticipated that design engineering will be reimbursed once the City receives the IEPA loan.

Staffing Impact: Staff time is allocated to manage the design services.

ATTACHMENTS:

1. 2025-65 Resolution Authorizing a Professional Engineering Services Agreement with Burns & McDonnell Engineering Co for the Broadway and Jasper St Sewer
2. 2025-65 Appendix A - Prior Council Action
3. 2025-65-FIGURE 1-Critical Sewers
4. 2025-65 Location Maps

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. TO
PROVIDE DESIGN ENGINEERING SERVICES FOR THE BROADWAY AND JASPER
STREET SEWER REHABILITATION PROJECT, CITY PROJECT 2022-01**

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

Section 1. That the Professional Engineering Services Agreement for Burns and McDonnell Engineering Company, Inc., presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and Burns and 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 and McDonnell Engineering Company, Inc., for a fee not to exceed \$379,700.

PRESENTED and ADOPTED this 7th day of July 2025.

Julie Moore Wolfe, Mayor

Attest:

City Clerk

Exhibit 1

CITY OF DECATUR CONSULTING SERVICES AGREEMENT FOR THE BROADWAY AND JASPER STREET SEWER REHABILITATION CITY PROJECT 2022-01

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 CO., 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 for the City in all phases of the Project, serve as the City's consulting engineering representative for the Project as set forth herein and shall give 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 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

A. FINAL DESIGN PHASE.

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

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications (Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.
2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.
4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

B. BIDDING PHASE.

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

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.
5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.
6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.
7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations.
- 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. 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 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.

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 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.

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 important in this Agreement as is consistent with the applicable professional standard of care.
- Q. 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 rendered under Section II Phases A through F an amount based on Direct Labor Costs times _____ 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 _____ .
- 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 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 60 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: 

June 25, 2025

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

RE: Proposal for Engineering Design Services
Sewer Rehabilitation – Broadway and Jasper (Phase 2)

Dear Mr. Caswell:

Burns & McDonnell Engineering Co., Inc. (BMcD) has prepared a Scope of Services (Scope) per your request for engineering services regarding the rehabilitation and improvements of certain large diameter combined sewers within the City of Decatur, primarily the Upper and Lower Broadway and Jasper Street sewers.

BACKGROUND

The City of Decatur, Illinois (City) retained BMcD to perform an assessment of the City's existing Broadway and Jasper combined sewer system in 2022.

The Jasper and Broadway sewer lines were constructed in the 1890s as combined sewers. A majority of the sewers have previously undergone rehabilitation measures including gunite lining, which is a sprayed concrete solution. The base flow volume of these sewers has been reduced over the years and typically operate far below maximum capacity; however, in addition to localized infiltration, the sewers also receive direct wet weather inflow from nearby catch basins and inlets. These sewers serve small industries, businesses, and local residences, as well as a large industrial facility (Tate & Lyle), which results in elevated waste stream temperatures. The Jasper and Broadway sewer systems converge downtown near the intersection of Prairie Street and Martin Luther King Jr Drive.

The Jasper Street sewer is brick construction varying from 36-inch by 54-inch egg-shaped on the upper end to a 72-inch circular shape on the lower portion. The Broadway sewer consists of two segments: Upper Broadway and Lower Broadway. The Upper Broadway sewer is egg-shaped brick construction varying in size from 28-inch wide by 42-inch high to 48-inch wide by 72-inch high. The Lower Broadway sewer is brick construction varying in size from 28-inch by 48-inch oval to an 84-inch circular shape.

The assessment completed by BMcD in 2023 identified several recommendations for the Broadway and Jasper Sewer Rehabilitation Project to address the poor conditions of some of the sewer pipe, manholes, and inlet structures. The total sewer study length evaluated in the previous study was approximately 22,500 feet and included approximately 85 structures. Proposed improvements to some of these existing facilities are based on the results of analysis performed by BMcD utilizing an industry standard approach. The mission of the National Association of Sewer Service Companies (NASSCO) is *"To set industry standards for the assessment, maintenance and rehabilitation of underground infrastructure, and to assure the continued acceptance and growth of trenchless technologies."* BMcD observed the interior of the existing sewer pipes based on closed circuit television (CCTV) provided by City of Decatur and rated the sewer pipe based on NASSCO's Pipeline Assessment Certification Program (PACP). Visual observation of manholes was also performed, typically by using a pole camera, along with some manned

entry. Manholes were rated in accordance with NASSCO's Manhole Assessment Certification Program (MACP). Exterior observation and assessment of pipe and manholes is not necessary to perform NASSCO's PACP and MACP ratings. Our team that performed the assessment included NASSCO certified staff. The proposed improvements included in this project are as follows (see also the attached exhibits):

Jasper Street Sewer

The vast majority of this sewer pipe will be rehabilitated using Cured-In-Place-Pipe (CIPP), including a segment of corrugated metal pipe. CIPP is not feasible for segments 19-85_19-38 and 19-83_38-20 (36-inch x 132-inch). The rehabilitation method for these segments will be determined during design but carbon fiber wrap or another industry standard method is likely.

Upper Broadway Sewer

The majority of this sewer pipe will not be rehabilitated via CIPP. Some sewer pipe segments will require spot repairs (i.e. patching of small locations where existing gunite lining has deteriorated).

Lower Broadway Sewer

The vast majority of this sewer pipe will be rehabilitated using CIPP. Segment 37-106_37-111, where the sewer pipe transitions from a circular 84" diameter sewer pipe to an 108-inch x 44-inch elliptical pipe will likely require the addition of a new structure and associated sewer pipe modifications.

East Main Street

The City identified approximately 1,000 feet of 24-inch x 36-inch brick sewer between South Water Street and Mill Street on East Main Street for rehabilitation via CIPP. This sewer was not previously assessed by BMcD.

Manhole Rehabilitation

Approximately 50 miscellaneous manholes and frames/covers are to be rehabilitated.

Project Summary

A summary of our project understanding is as follows:

1. 13,550 linear feet of pipeline to be rehabilitated by CIPP (or other method as noted above).
2. 39 structures identified for rehabilitation.
3. Miscellaneous repairs (i.e. patching) in some sewers that are not being rehabilitated via CIPP.
4. Provide direction to Contractors to address incorrect sewer sizes and changes in field conditions.
5. Segment 37-106_37-111: confirm that an additional structure is required at transition from 84-inch circular sewer to 108-inch x 44-inch elliptical sewer and design the new structure.
6. Segment 37-80_37-81 (corrugated metal pipe (CMP)). Initial discussions with a lining Contractor indicated CIPP rehabilitation is feasible, but CCTV has not yet been reviewed by a lining Contractor. This CCTV will be sent to a lining Contractor to have them confirm if CIPP rehabilitation methods are feasible.
7. Review CCTV of the existing, brick sewer segment between South Water Street and Mill Street on

East Main Street. It is assumed that the entire sewer segment can be rehabilitated by utilizing CIPP methods.

8. Segment 19-85_19-83 & 19-83_38-20: Assess structural integrity of 36-inch x 132-inch box sewer to evaluate if spray-on geopolymer, carbon fiber wrap, or other alternatives are adequate solutions.
9. Incorporate Contractor allowances or other means within the bidding documents to address the 26 manholes that were not able to be inspected during the previous phase of the project.
10. Evaluate the potential for Tate & Lyle's second outlet to be utilized during construction to reduce bypass pumping efforts.
11. The City would like all sewer cleaning within the Contractor's base scope of work. Heavy cleaning will not be paid for separately.
12. Any manhole modifications by the contractor should be designed and sealed by a licensed SE.
13. No manhole modifications will be designed by Burns & McDonnell, since manholes assessed during Phase 1 only required rehabilitation (e.g. cementitious lining).
14. The bidding documents should account for structure removal for lining effort assuming bi-directional liner launching and accounting for existing structure condition and construction material. Removed brick structures will be replaced with precast concrete structures.
15. One month of flow monitoring will be performed to estimate bypass pumping required by the Contractor.

The 2024 report prepared by BMcD suggested that for any sewer pipes that will not be rehabilitated with CIPP, the City should consider retelevising those sewer pipes in five (5) years to continue to monitor their condition and take appropriate action, as warranted.

SCOPE OF SERVICES

TASK 1: MEETINGS AND 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. Provide project financial tracking, reporting and invoicing.
3. Conduct scheduling and tracking of task completion.
4. Implement BMcD's standard quality review program.
5. Schedule and conduct meetings, including the following:
 - a. Virtual Project Kickoff Meeting, including a discussion on the following items:
 - i. Project scope review.
 - ii. Communication procedures.
 - iii. Discuss key project issues and goals.
 - iv. Review the project schedule and milestones.
 - v. Define sub-consultants, if any, and their roles.
 - vi. Identify and discuss any special City considerations.
 - vii. Outline possible community concerns, neighboring residents, businesses, easements, etc.
 - viii. Identify possible traffic control concerns and pavement issues.
 - ix. Discuss methods of construction that will be considered.

- x. Discuss agency coordination.
- b. Monthly, virtual progress meetings (8)
- c. Two (2) IDOT meetings (one in-person and one virtual)
- d. Two (2) Tate and Lyle meetings (virtual)
- e. Preliminary Design Review Meeting (in-person)
- f. Pre-final Design Review Meeting (virtual)
- g. Pre-bid Meeting (virtual)
- h. One (1) odor control meeting (virtual)
- i. One (1) project plan review meeting (virtual)

Deliverables: Meeting minutes (17)

TASK 2: SITE VISITS, FIELD VERIFICATION, AND FLOW MONITORING

- A. Site visits for up to three (3) days for two (2) staff members (6 man days total) to perform field verifications of existing manhole locations, assess traffic control impacts, and evaluate construction laydown areas.
- B. 1 month of flow monitoring to estimate average daily flows (non-wet weather) for bypass pumping. See exhibits for flow meter locations.
 - a. Install and collect dry and wet weather flow monitoring data (7 depth-velocity meters)
 - b. Maintain meters
 - c. Uninstall flow meters
- C. Data will be evaluated to estimate average dry weather flow that will be provided to the Contractor's for their design of the bypass pumping system.

Deliverables: None

TASK 3: PRELIMINARY AND FINAL DESIGN

- A. Prepare preliminary and final design plans and specifications.
- B. Two (2) virtual planning meetings to discuss the design and proposed construction with Tate & Lyle.
- C. Engineering plans will be developed using GIS data with aerial photography in the background.
- D. Sewer pipe segment and manhole locations will be shown
- E. Table(s) showing name, depth, special requirements, etc. of manholes and the manhole and sewer pipes to be rehabilitated
- F. Technical Specifications
- G. Construction details as required to perform the work
- H. Engineer's Opinion of Probable Construction Cost (OPCC)

Deliverables: Preliminary plans, specifications, and OPCC
Pre-final plans, specifications, and OPCC
Bid plans, specifications, and OPCC

TASK 4: PERMITTING

- A. Apply for Illinois Department of Transportation (IDOT) permit(s) for the following IDOT highways and intersections:
 - a. N. Main Street and E. Grand Avenue (cementitious lining for MH 15-11)
 - b. N. Franklin Street and E. Grand Avenue (cementitious lining for MH 14-91)
 - c. E. Eldorado Street and N. Martin Luther King Junior Drive (cementitious lining for MH 37-27)

- d. S. Main Street between E. Cleveland Avenue and E. Decatur Street (cementitious lining for MH 43-124)
- e. Utilize standard IDOT Maintenance of Traffic (MOT) design details.
- B. Railroad Permitting
 - a. Norfolk Southern Railroad (2)
 - b. Canadian National Railroad (1)
 - c. Decatur & Eastern Illinois Railroad (1)

All railroad permits are maintenance related and will also require access permits. BMcD will apply for the preliminary permit with the final permit to be obtained by the City's General Contractor.

Deliverable: IDOT permit applications
IDOT standard details to be incorporated into the bidding and permit documents.
Two (2) Norfolk Southern Railroad permit applications
One (1) Canadian National Railroad permit application
One (1) Decatur & Eastern Illinois Railroad permit application (administered by Watco)

TASK 5: BIDDING SERVICES

1. Provide Bid Documents. Electronic copies of the final issued for bid documents will be made available to the City in PDF format.
2. Attend one (1) virtual Pre-Bid Meeting. Prepare meeting agenda and meeting notes.
3. Provide Bidding Assistance. Review bidder questions and requests for clarification, respond to questions in writing and prepare addenda as necessary.
4. Bid Review and Recommendation. Evaluate bids for completeness, develop and review bid tabulation, verify contractor representations, check references and make a written recommendation for contract award.
5. Construction Contract Documents. Assemble and distribute documents for execution of the awarded contract.

TASK 6: IEPA PROJECT PLAN AND SRSF LOAN APPLICATION

BMcD will assist the City in applying for an IEPA SRF loan. The first step is to submit a Project Plan, which generally consists of the following items:

1. Existing System Summary
2. Proposed Project Summary
 - a. Regulatory Requirements and Project Benefits
 - b. Basis of Design
 - c. Cost Analysis
 - d. Exhibits
 - e. Schedule
3. Financial Summary
 - a. Estimated Loan Terms
 - b. Financial Arrangements, including annual debt service and Operations, Maintenance, and Replacement (O, M, & R coverage)
 - c. Proposed rate changes and analysis of average monthly residential bill
4. Sustainability Analysis
 - a. Environmental Impact Analysis

- b. Summary of “Green” Components
- 5. Funding Nomination Form (FNF), due annually on March 31st.
- 6. Environmental Review Checklist

When the project is included on the IEPA’s Intended Funding List in June, the next step is to submit the SRF Loan application, which generally consists of the following items:

- 1. Applicant Information (by BMcD and City)
- 2. Front end bidding documents (by BMcD and City)
- 3. Project Information (by BMcD)
- 4. Contact Information (by BMcD and City)
- 5. Project Schedule (by BMcD and City)
- 6. Estimated Project Costs and Requested Financing (by BMcD and City)
- 7. Loan Repayment Period and Pledged Revenues (by City)
- 8. System Information (by City with assistance from BMcD)
- 9. Current and Future Debt, including approved ordinance (by City)
- 10. Legal Opinion from the Village’s legal counsel (by City)
- 11. Property and Sales Tax Information (by City)
- 12. Financial Projections (by City)

Deliverable: Draft Project Plan (for City review)
Final Project Plan (for IEPA submittal)
Updated Project Plan (for IEPA submittal)
One (1) Funding Nomination Form (FNF) (for IEPA submittal)
One (1) Environmental Review Checklist (for IEPA submittal)
One (1) SRF Loan Application Package (for IEPA submittal)

TASK 7: ODOR CONTROL

The City performed improvements to the combined sewer collection system on up to eight (8) existing drainage structures to help reduce sewer odors that were escaping from failed half traps and inlets that were directly connected to the City’s main sewer lines. The City will perform Closed Circuit Television (CCTV) of these eight (8) locations. BMcD will review the CCTV to assess the risk level of escaping sewer odors from these locations. The risk assessment will be based on defects, such as holes and cracks in the pipe and associated structure, that can be visually observed and may be leading to atmospheric venting of sewer gases. Our site visit in Task 2 includes time to open eight (8) drainage structures and visually observe if standing water exists in structure above the outlet pipe, which indicates a functioning half trap. Burns & McDonnell will have one (1) virtual, workshop meeting to discuss the results of our assessment with the City.

Deliverable: Workshop Minutes

TASK 8: GENERAL ALLOWANCE – CONTINGENCY

A contingency allowance of \$25,000 is being provided for additional, out of scope services that may be required for additional, out of scope work that has not been identified at this time.

TASK 9: SUPPLEMENTAL MAINTENANCE OF TRAFFIC/DETOUR ALLOWANCES – CONTINGENCY

A contingency allowance of \$25,000 is being provided for additional, out of scope services that may be required for additional, out of scope work that has not been identified at this time involving maintenance of traffic or detours.

- A. Detailed Maintenance of Traffic (MOT) plans per location:
 - a. Traffic control for N. Main Street and E. Grand Avenue (cementitious lining for MH 15-11) is anticipated to involve an eastbound Grand Ave lane closure and two southbound Main Street Lane closures.
 - b. Traffic control for N. Franklin Street and E. Grand Avenue (cementitious lining for MH 14-91) is anticipated to involve one eastbound and westbound thru lane closure on Grand Ave in addition to three northbound lane closures on Franklin Street. The eastbound to northbound turning movement from Grand Ave to Franklin St is assumed to be able to be maintained.
 - c. Traffic control for E. Eldorado Street and N. Martin Luther King Junior Drive (cementitious lining for MH 37-27) is anticipated to involve closing one thru lane in each direction along Eldorado Street and Martin Luther King Junior Drive, as well as closing each leg's left turn lane. It is anticipated each left turn lane will require a detour.
 - d. Traffic control is not anticipated for E. Eldorado Street and N. Jasper Street (MHs 38-24 and 38-25 for sewer rehabilitation).
 - e. Traffic control for S. Main Street between E. Cleveland Avenue and E. Decatur Street (cementitious lining for MH 43-124) is anticipated to require a right lane closure.

ASSUMPTIONS:

See list below of assumptions:

1. The City will perform all necessary third-party coordination with local businesses, residents, and industries. This includes obtaining, as necessary, all temporary construction easements, and providing access to private property.
2. The bid documents will include provisions for BMcD to be indemnified by the City's General Contractor or Contractors performing the work. BMcD will also be listed as additional insured on the Contractor's certificate of insurance.
3. No odor control improvements are included. That is, the City has already performed the recommended improvements for the direct connected inlets and half traps to help prevent sewer odors from escaping.
4. No Geographic Information System (GIS) updates or corrections are included.
5. No confined space entry of manholes or other structures is included.
6. No topographic survey or soil borings are included.
7. Construction services are not included.
8. CMP can be rehabilitated utilizing CIPP rehabilitation.
9. Detailed bypass pumping design and MOT associated with bypass pumping will not be included.
10. No rain gauges will be installed with the flow meters.
11. Scoping for supplemental traffic control design is based on the anticipated traffic control needs described in Task 7 above. It is assumed that the traffic control layouts described will be acceptable to complete the work.
12. Traffic control designs do not anticipate nor include any temporary traffic signal designs or existing traffic signal alterations designs.
13. All traffic control layouts will be based on IDOT standards and specifications.

14. Traffic control plans will include general notes and a list of applicable IDOT standards for proposed work zones.
15. Traffic control scope assumes addressing one round of comments from each entity.
16. It is assumed no traffic control detour committee meetings will be required for anticipated detours.
17. Railroad permits will not require a standard Utility Crossing/Encroachment application, which includes detailed design (cross sections, sewer pipe profiles, etc.), topographic survey, geotechnical borings, shoring plans, dewatering plans, excavation plans, etc.; all of which are excluded from this scope of services. No casing pipe or jack and boring design is included.
18. No railroad permitting or any other permitting fees are included.
19. BMcD will package the IEPA SRF submittals (Project Plan, FNF, Environmental Checklist, and SRF Loan Application) for the City to submit to the IEPA.
20. As needed for the IEPA Project Plan and SRF Loan Application, the City will provide the following:
 - a. List of any other proposed sources of funding in addition to the loan program request.
 - b. Pledged revenues.
 - c. Annual review of the revenue system.
 - d. List of Largest Customers.
 - e. List of entities benefiting from the project.
 - f. Debt obligations.
 - g. Planned Debt Issuance.
 - h. Current bond ratings.
 - i. Property Tax Information
 - j. Sales tax collection data.
 - k. Comprehensive five-year financial projection.
 - l. Written narrative detailing assumptions used in arriving at the projections.
 - m. Audited financial statements.
 - n. Single audit report.
 - o. Project revenues, expenses, and debt coverage for pledged revenue.
 - p. Amortization schedules for all debt obligations.
 - q. Bond ordinance authorizing debt to be incurred and identifying a dedicated source of repayment.
 - r. Sewer rate ordinance defining user charges.
 - s. Signed tax certificate and agreement.
 - t. If the system is involved in a lawsuit or pending litigation in excess of \$10,000, attach a statement from the system's attorney describing the situation.
 - u. Certification regarding debarment, Suspension, and other Responsibility Matters.
 - v. Certification regarding Project Site, Rights-of-Way, Easements, and Permits.
 - w. Taxpayer ID number
 - x. Execuation compensation data (5 officer form)
 - y. Authorization of a Loan Applicant's Authorized Representative to sign loan application documents.
21. The following terms and conditions apply:
 - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (compliance with Executive Order 12549):
 - i. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
 - ii. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

- iii. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iv. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - v. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.
- b. Audit and Access to Records Clause:
- i. Books, records, documents and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency 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.
 - ii. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
 - iii. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
 - iv. The final audit report shall include the written comments, if any, of the audited parties.
 - v. Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) 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 years after the resolution of the appeal, litigation, claim or exception.
- c. Covenant Against Contingent Fees:
- i. The professional services contractor (Engineer) warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
- d. USEPA nondiscrimination clause:
- i. The Engineer shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts

awarded under EPA financial assistance agreements. Failure by the Engineer to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

- e. USEPA fair share percentage clause:
 - i. The Engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible sources of supplies, equipment, construction and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

COMPENSATION

Burns & McDonnell proposes to perform the proposed scope of services for a not to exceed fee of \$379,700 based on the attached rate schedule. A task-by-task breakdown of the fee is included herewith as an attachment. We will not exceed this fee without receiving prior written authorization from the City.

SCHEDULE

IEPA Project Plan will be submitted by October 1, 2025. Bidding will be completed by July 31, 2026. SRF loan application submittal date will be finalized upon IEPA approval of the project plan, and contingent upon the IEPA placing the City on the Intended Use Plan (IUP). See also enclosed Exhibit C for an anticipated schedule of the work.

We appreciate the opportunity to serve the City. If you have any questions regarding this proposal, please feel free to contact us.

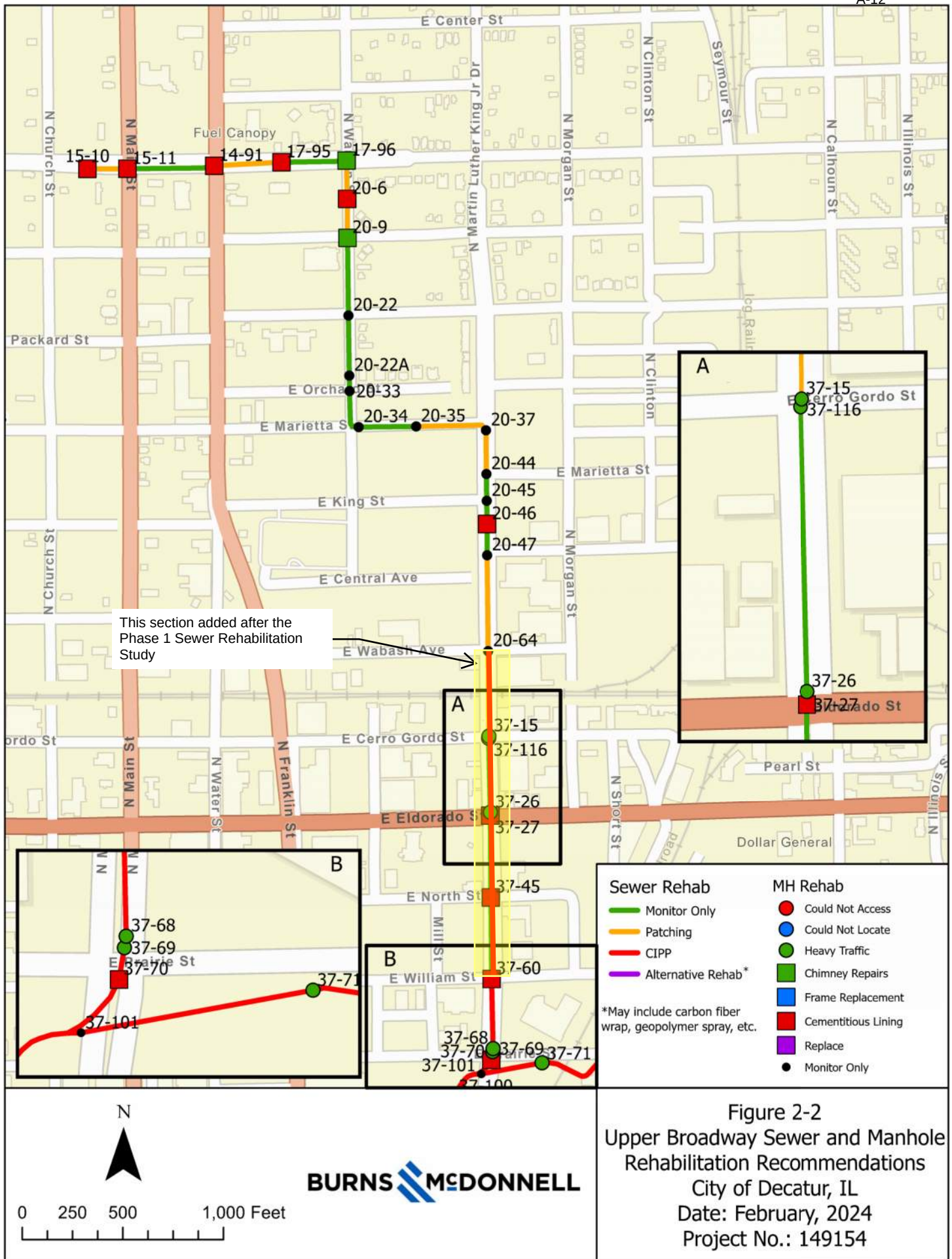
Sincerely,

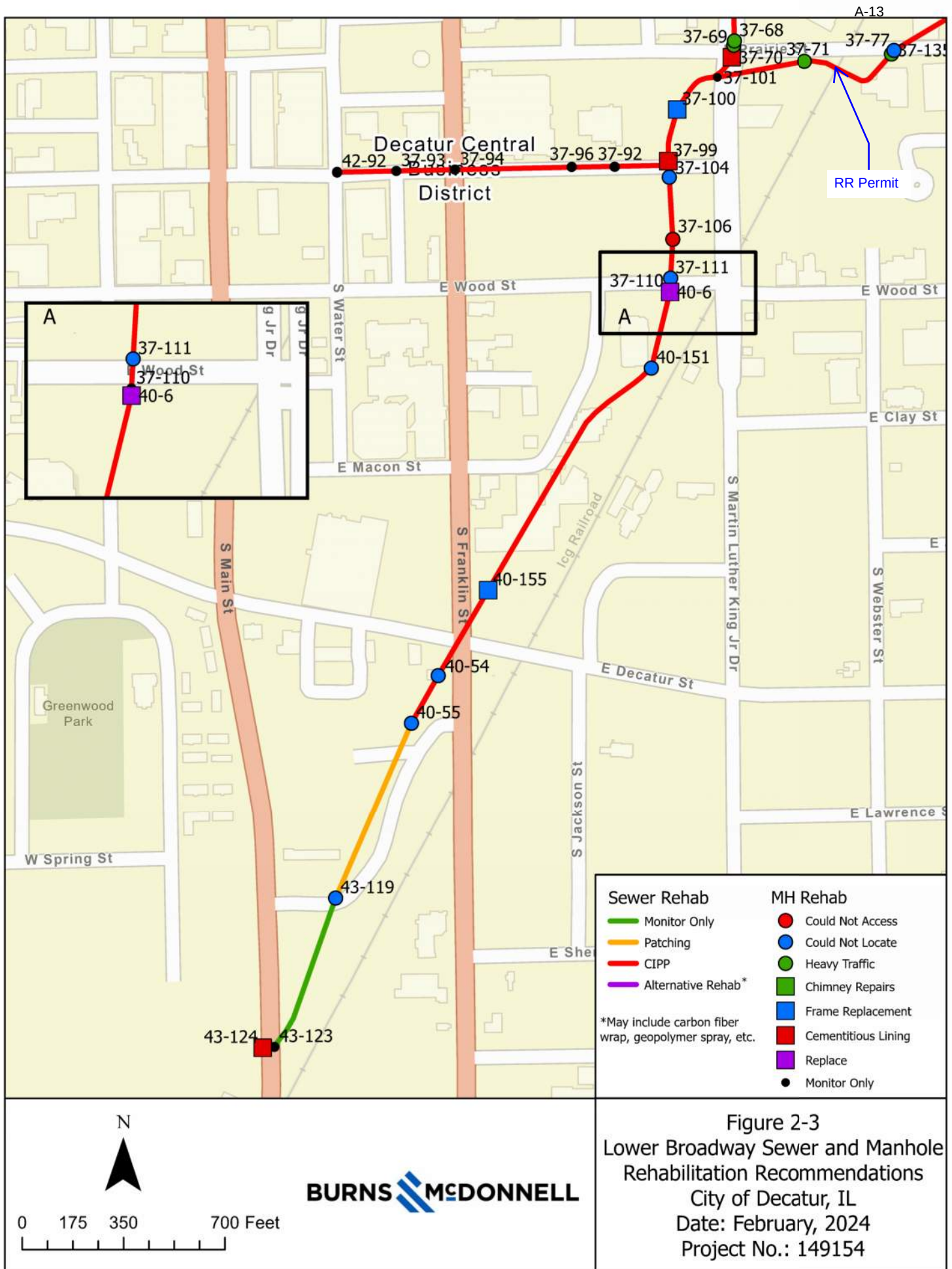


Paul St. Aubyn, PE
Project Manager



Patrick Clifford, PE
Regional Water Manager





Jasper Sewer Rehab

June, 2025

Task Description	Project Manager	Associate	Associate	Project Manager	Structural/ Engineer	Design Manager	Electrical Engineer	Staff Engineer	Assistant Engineer	Assistant Engineer	Drafter	Admin	Subcontractor / Expenses		Task Total
	17	16	15	14	13	12	11	10	9	8	7	6			
Task 1 - Meetings and Project Management															\$ 36,761
PM				16				24					\$ 579		\$ 9,579
Kick-off meeting				8		8							\$ 500		\$ 4,828
Monthly progress meetings (8)				8		8		16							\$ 7,288
IDOT meetings (2)				10		10							\$ 500		\$ 5,910
Preliminary Design Review Meeting				8		8							\$ 500		\$ 4,828
Pre-final design review meeting				2		2									\$ 1,082
Pre-bid and Bid Meetings				2		2									\$ 1,082
Odor Control				2		2									\$ 1,082
IEPA Project Plan				2		2									\$ 1,082
Task 2 - Site Visits, Field Verification, and Flow Monitoring															\$ 36,987
Evaluation and Site Visits						16		16							\$ 7,056
Flow Monitoring				1				5					\$ 28,721		\$ 29,931
Task 3 - Preliminary and Final Design															\$ 181,835
Review 1,000' of CCTV (brick sewer between South Water and Mill Street)				2		16		4							\$ 5,406
Preliminary Engineering Plans				24		40		135			135				\$ 56,905
Preliminary specifications				16		24		60							\$ 21,804
Structural Engineering			4		20			76							\$ 20,768
Preliminary OPCC					60										\$ 16,680
Pre-final Engineering Plans			16	16		40		60			60				\$ 37,092
Pre-final specifications				8		16		16							\$ 9,336
Pre-final OPCC					24										\$ 6,672
Final Bidding Plans, specifications, OPCC				4		12		16							\$ 7,172
Task 4 - Permitting															\$ 35,773
IDOT Permit Applications				2		4		16							\$ 4,554
Maintenance of Traffic Standard Details				2		4		16							\$ 4,554
Four (4) railroad permits				20		24		80					\$ 21		\$ 26,665
															\$ -
Task 5 - Bidding Services															\$ 9,336
Bidding Services				8		16		16							\$ 9,336
Task 6 - IEPA Project Plan															\$ 14,910
Project Plan and FNF				2			4	4							\$ 2,210
Environmental Review Checklist				4			12	16							\$ 6,800
Loan Application				4			8	16							\$ 5,900
Task 7 - Odor Control Assessment															\$ 4,098
CCTV Review				2		8		8							\$ 4,098
Task 8 - General Allowance															\$ 35,000
Miscellaneous										217			\$ 63		\$ 35,000
Task 9 - Supplemental Maintenance of Traffic/Detour Allowance															\$ 25,000
Detailed MOT and Detours				11		36		60					\$ 229		\$ 25,000
Subtotal	0	0	20	184	104	298	24	60	600	217	195	0			
Hourly Billing Rate	\$294	\$289	\$287	\$285	\$278	\$256	\$225	\$207	\$185	\$161	\$110	\$93			
Subtotals	\$0	\$0	\$5,740	\$52,440	\$28,912	\$76,288	\$5,400	\$12,420	\$111,000	\$34,937	\$21,450	\$0	\$	\$ 31,092	\$ 21

BMR 25-3

Total Hours	1702
Total Fee	\$ 379,700

Schedule of Hourly Professional Service Billing Rates

Position Classification	Classification Level	Hourly Billing Rate
General Office *	5	\$84.00
Technician *	6	\$103.00
Assistant *	7	\$120.00
	8	\$161.00
	9	\$185.00
Staff *	10	\$207.00
	11	\$225.00
Senior	12	\$256.00
	13	\$278.00
Associate	14	\$285.00
	15	\$287.00
	16	\$289.00
	17	\$294.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, shipping, printing and reprographics, transportation and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
5. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, or related or associated entity shall be billed to Owner at a flat rate of \$110/hour.
6. The rates shown above are effective for services through December 31, 2025, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.



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 - 2025 SCHEDULE													
	2025						2026						
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Task 1: Kickoff Meeting and Project Management													
Task 2: Site Visits, Field Verification, and Flow Monitoring													
Task 3: Preliminary and Final Design													
Task 4: IDOT Permitting													
Task 5: Bidding Services													
Task 6: General Allowance - Contingency													
Task 7: Supplemental Allowance - MOT Contingency													



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

EXHIBIT E

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 kctsu@lockton.com	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED 1328360 BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 HANKEL, LEANN	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Liberty Mutual Fire Insurance Company		23035
	INSURER B : Westchester Fire Insurance Company		10030
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

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 ☐ PROJECT ☐ LOC OTHER:	N	N	TB2-641-432888-472	12/1/2022	12/1/2023	EACH OCCURRENCE 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 ☒ OCCUR ☐ CLAIMS-MADE 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	Y/N N	N/A	WC2-641-432888-012	12/1/2022	12/1/2023	☒ PER STATUTE ☐ OTHER 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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	

The corporate officers are as follows:

President: Ray Kowalik

Vice President: Scott Newland

Secretary: Heather Schmitz

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).

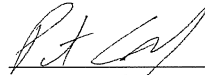
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

Patrick Clifford

Printed Name

Regional Water Manager

Title

SUBSCRIBED and SWORN to before me this 24th day of October, 2023



Notary Public

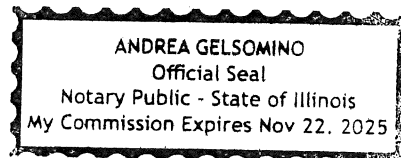


Exhibit H		
HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name: DeWitt Wellfield Raw Water Pipeline Planning Study		
Consulting Engineer: Burns & McDonnell Engineering Company, Inc.		
Classification	Minimum	Maximum
Principal	\$280	\$298
Project Manager	\$272	\$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

\$

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:

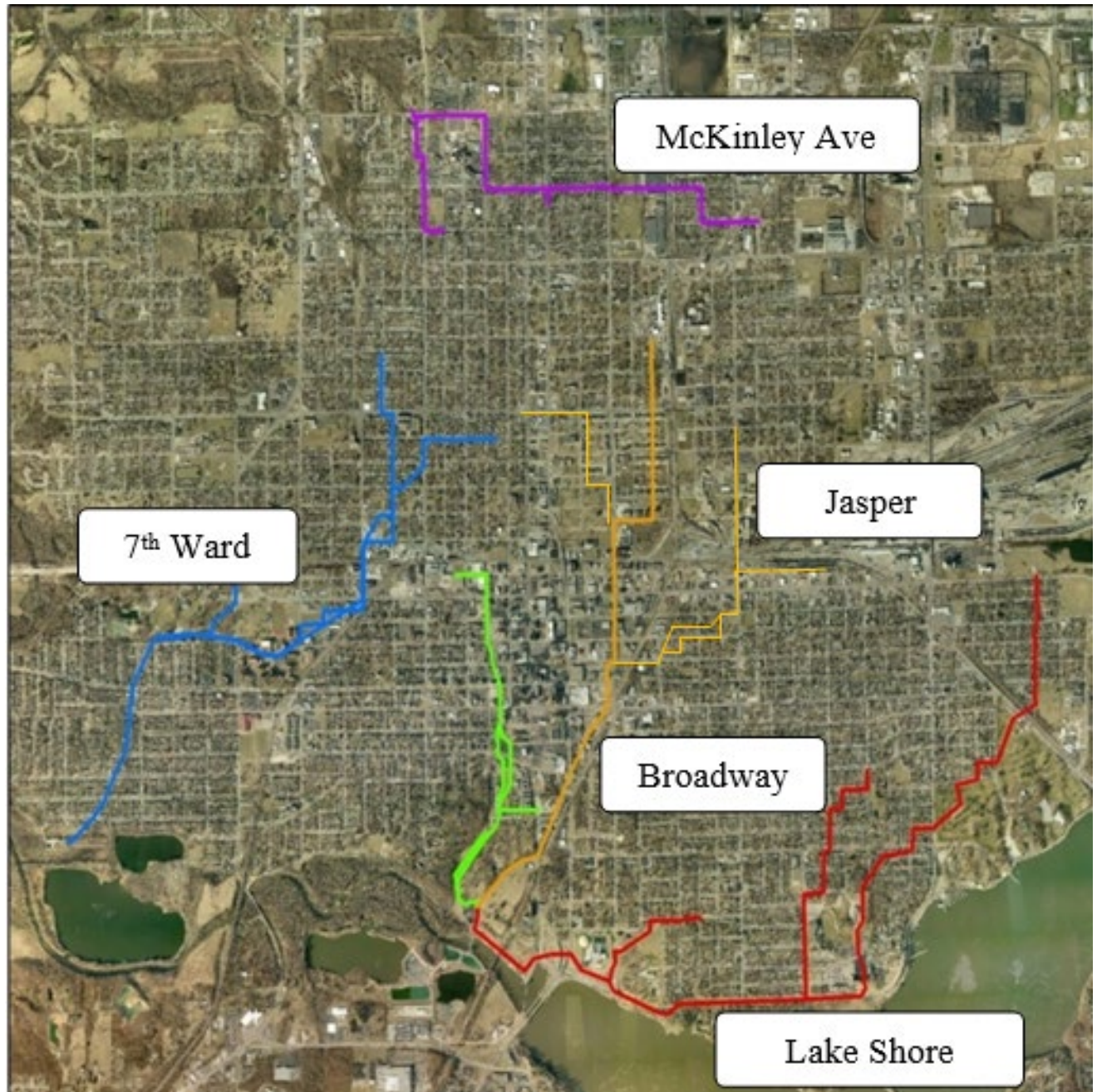
Title:

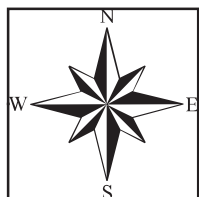
Appendix A. Prior Council Action

- **October 6, 2008** – The City Council approved resolution R2008-160 authorizing \$135,000 to Bainbridge, Gee, Milanski & Associates (BGM) to prepare a master plan for the sanitary sewer system.
- **October 26, 2009** – The City Council received Council Memorandum 2009-102 that provided an update to the work being done on the Sanitary and Stormwater Master Plans.
- **June 3, 2010** – The City Council received Council Memorandum 2010-31 that provided an update on when the Stormwater Master Plan Funding Supplement, Sanitary Sewer Master Plan and Water Main Tapping Fee Update would be presented to council.
- **November 1, 2010** – The City Council met in Study Session to discuss the Big Four Projects; Water Infrastructure, Sanitary Sewer Infrastructure, Stormwater Infrastructure and the Police Department Space Needs. The Sanitary Sewer Master Plan discusses the need for rehabilitation of the City's Large Diameter Critical Sewers.
- **January 18, 2011** – The City Council approved resolution R2011-03 authorizing \$166,250 to Bainbridge, Gee, Milanski and Associates, Inc. to prepare the Critical Sewers Facilities Plan for Illinois Environmental Protection Agency (IEPA) approval. IEPA requires a Facility Plan to receive state administered loan program funds.
- **February 7, 2011** – The City Council approved Ordinance 2011-07 amending Chapter 74, Sanitary Sewer System, to provide a \$0.12 per year increase to the sewer rate each year for 5 years beginning on May 1, 2011.
- **May 7, 2012** – The City Council approved resolution R2012-96 authorizing \$390,471 to Bainbridge, Gee, Milanski and Associates, Inc. to Design the Lake Shore Drive Sewer Rehabilitation Project.
- **April 15, 2013** – The City Council approved Ordinance 2013-28 authorizing the City of Decatur to borrow funds from the Water Pollution Control Revolving Loan Fund.
- **April 15, 2013** – The City Council approved resolution R2013-36 authorizing an agreement with Bainbridge, Gee, Milanski and Associates, Inc. for a fee of \$550,000 to provide construction inspection services for the Lake Shore Drive Sewer Rehabilitation Project.
- **April 15, 2013** – The City Council approved resolution R2013-37 exempting the Lake Shore Drive Sewer Rehabilitation project from the hours of construction limitation required by Chapter 48, Section 12 of the City Code.
- **May 20, 2013** – The City Council approved resolution R2013-50 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. to design the Union Street Sewer Rehabilitation for a fee not to exceed \$198,700.
- **April 21, 2014** – The City Council approved Ordinance 2014-16 authorizing the City of Decatur to borrow funds up to \$2,608,700 from the Water Pollution Control Loan Program to cover engineering and construction costs for the Union Street Sewer Rehabilitation project.

- **April 21, 2014** – The City Council approved resolution R2014-26 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. for construction engineering and resident inspection services for the Union Street Sewer Rehabilitation project for a fee not to exceed \$204,000.
- **September 2, 2014** – The City Council approved resolution R2014-104 accepting the bid and authorizing a contract with Insituform Technologies USA, LLC for the Union Street Sewer Rehabilitation project contingent upon approval of award and loan offer from the Illinois Environmental Protection Agency. The awarded amount with contingencies was for a fee not to exceed \$2,133,811.09.
- **March 16, 2015** – The City Council approved resolution R2015-28 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. to design the 7th Ward and McKinley Sewer Rehabilitation for a fee not to exceed \$297,000.
- **June 6, 2016** – The City Council approved Ordinance 2016-30 authorizing the City of Decatur to borrow funds up to \$15,296,160 from the Water Pollution Control Loan Program to cover engineering and construction costs for the 7th Ward Sewer Rehabilitation project.
- **June 6, 2016**– The City Council approved resolution R2016-64 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. for construction engineering and resident inspection services for the 7th Ward Sewer Rehabilitation project for a fee not to exceed \$944,000.
- **January 17, 2017** – The City Council approved resolution R2017-01 accepting the bid and authorizing a contract with SAK Construction, LLC for the 7th Ward Sewer Rehabilitation project contingent upon approval of award and loan offer from the Illinois Environmental Protection Agency. The awarded amount with contingencies was for a fee not to exceed \$7,978,113.12.
- **August 7, 2017**– The City Council approved resolution R2017-22 authorizing a change order Chastain and Associates, LLC for design engineering for the McKinley Sewer Rehabilitation Project for a fee not to exceed 41,300.
- **November 5, 2018** – The City Council approved Ordinance 2018-60 authorizing the City of Decatur to borrow funds up to \$7,900,000 from the Water Pollution Control Loan Program to cover engineering and construction costs for the McKinley Sewer Rehabilitation project.
- **June 3, 2019** – The City Council approved resolution R2019-79 authorizing an agreement with Crawford, Murphy & Tilly, Inc. for construction engineering and resident inspection services for the McKinley Sewer Rehabilitation project for a fee not to exceed \$490,383.
- **September 3, 2019** – The City Council approved resolution R2019-121 accepting the bid and authorizing a contract with SAK Construction, LLC for the McKinley Sewer Rehabilitation project contingent upon approval of award and loan offer from the Illinois Environmental Protection Agency. The awarded amount with contingencies was for a fee not to exceed \$5,379,460.31
- **July 18, 2022** – The City Council approved resolution R2022-113 accepting the bid and authorizing a professional services agreement with Burns and McDonnell for preliminary design services for the Broadway and Jasper St Sewer Rehabilitation for a fee not to exceed \$192,704.

Figure 1-Critical Sewers





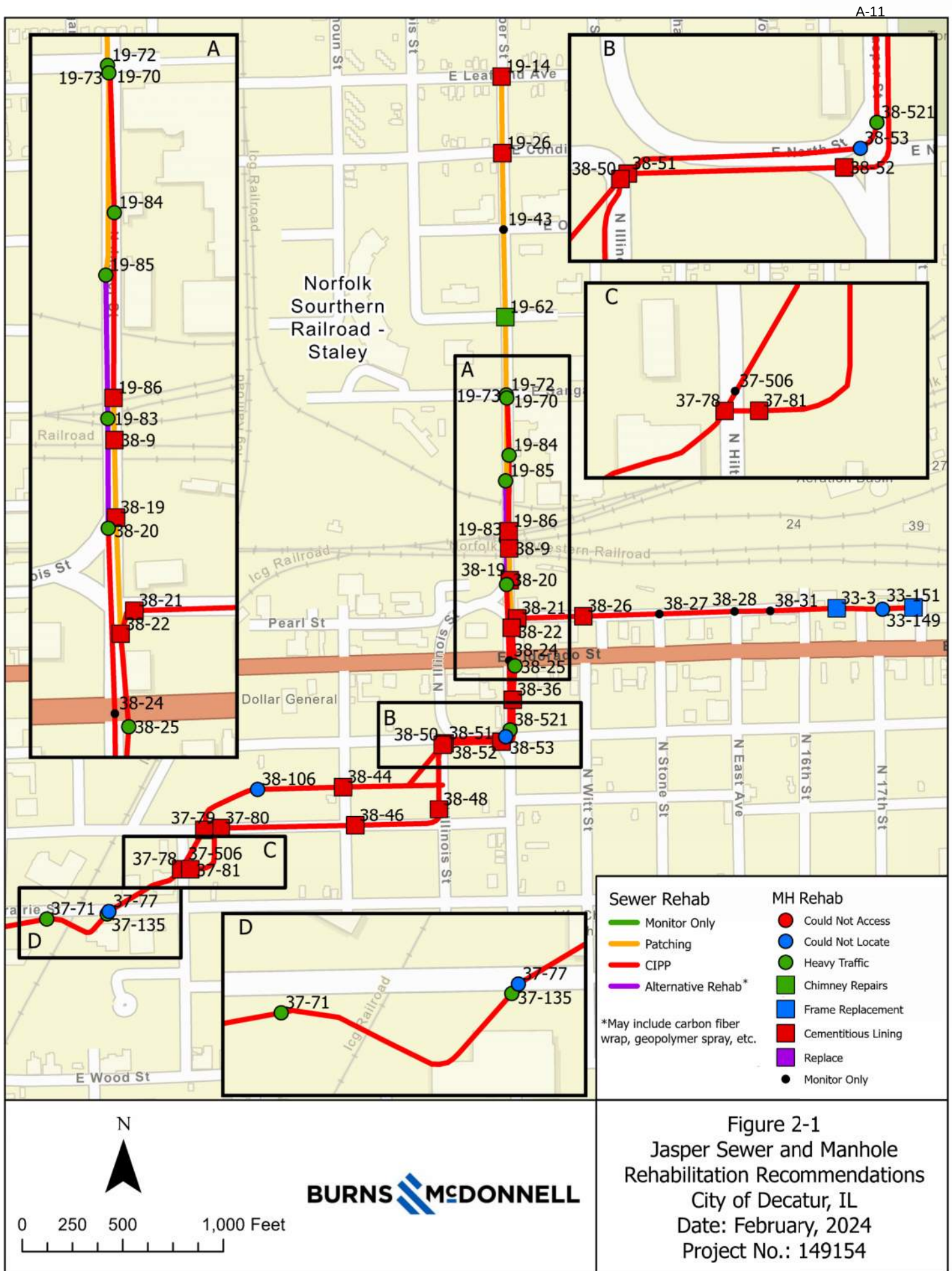
Overall Sewer Location Map

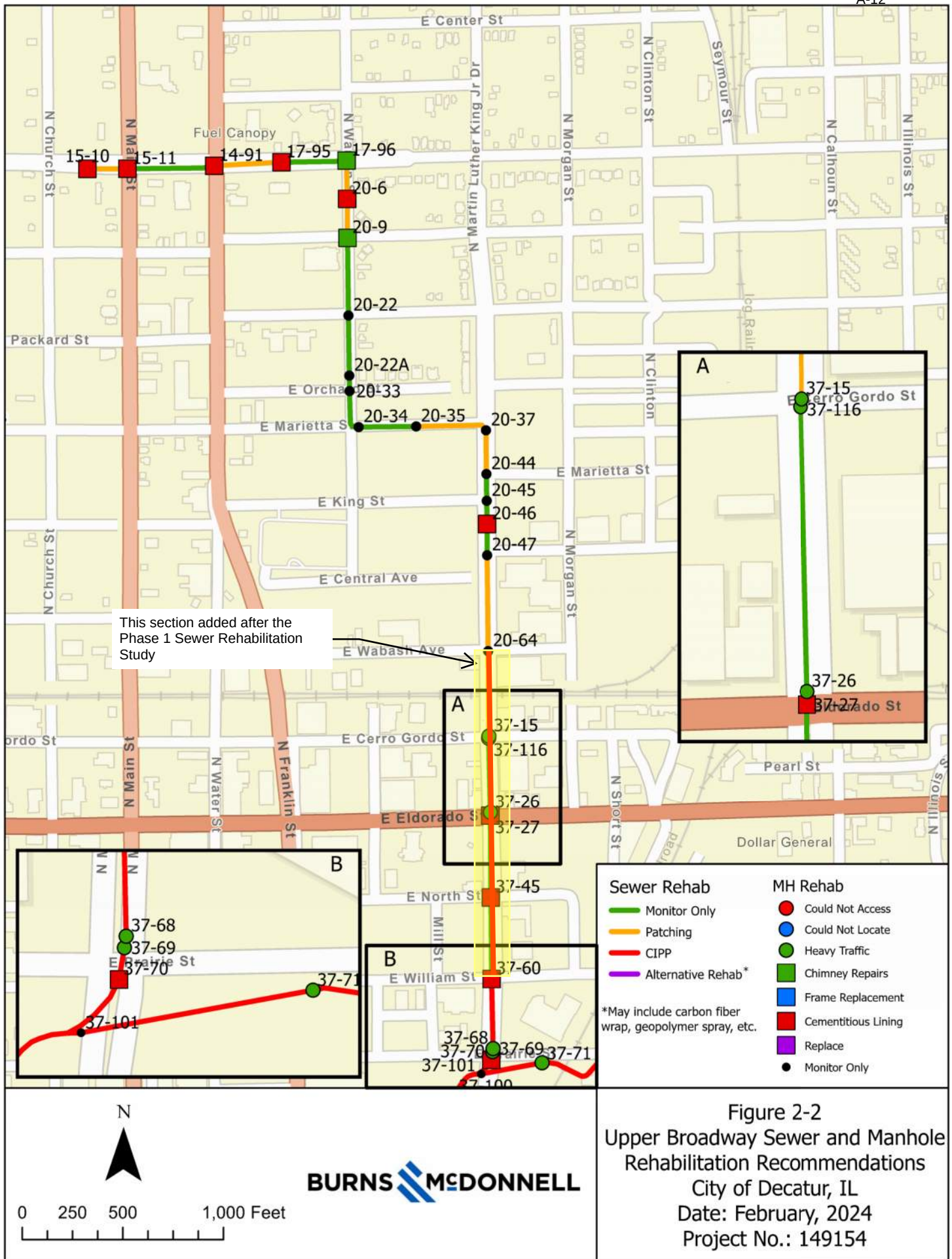
1,400 700 0 1,400 Feet

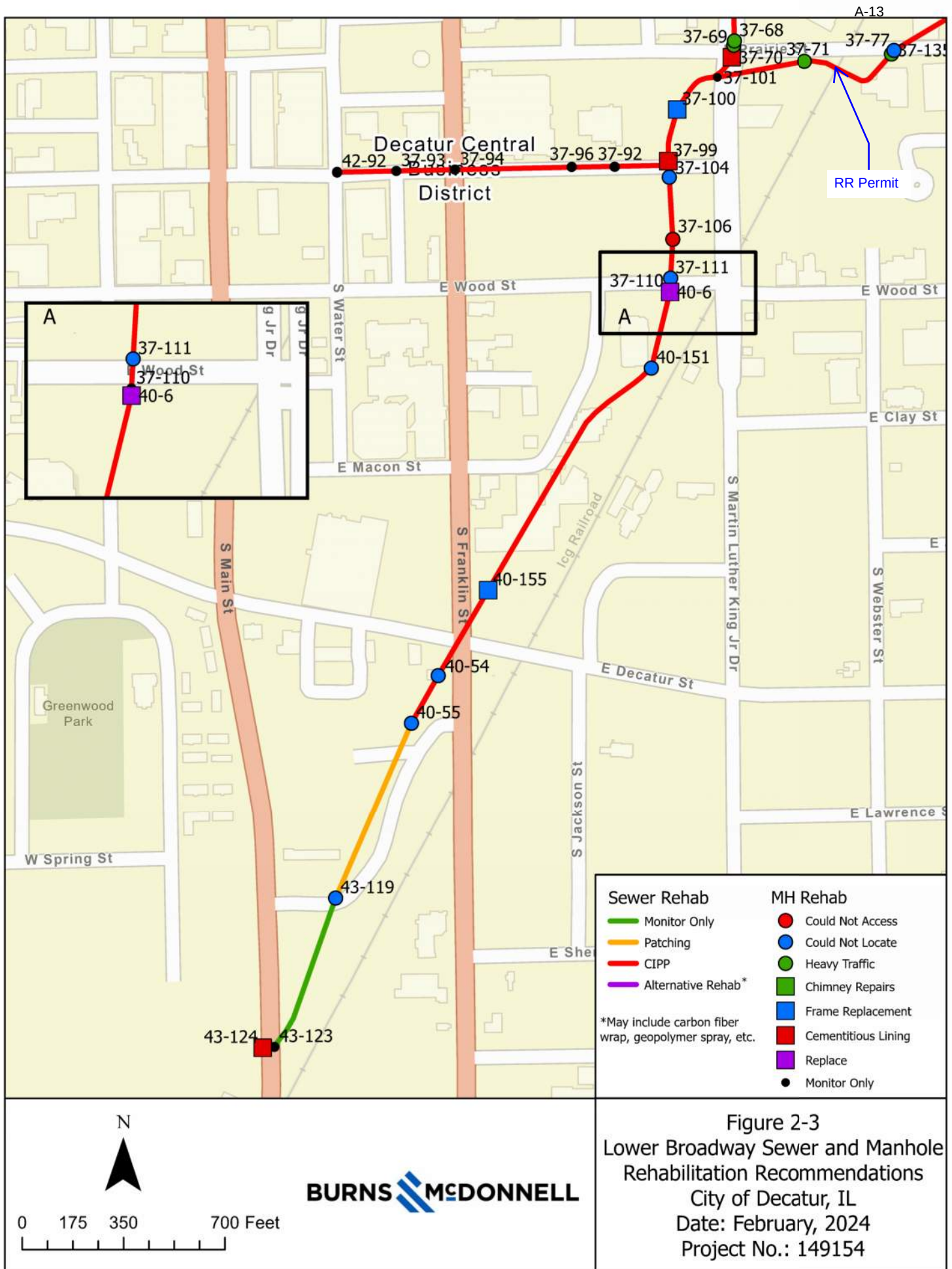


Legend

- Jasper_Sewer
- Jasper_Relief_Sewer
- Upper_Broadway_Sewer
- Lower_Broadway_Sewer
- Street_Centerlines







**Council Memo
Police Department
No. 25-20**

DATE: 7/7/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Brad Allen, Chief of Police

SUBJECT:

Resolution Authorizing Execution of an Interagency Agreement with the Illinois State Police and the McLean County Sheriff's Office to Establish the Illinois Trafficking Enforcement Group Task Force

SUMMARY RECOMMENDATION: It would be the recommendation of staff that the Interagency Agreement presented between the Decatur Police Department, the Illinois State Police and the McLean County Sheriff's Office to form the Illinois Trafficking Enforcement Group (ITEG) be approved.

BACKGROUND:

According to the Department of Homeland Security, human trafficking is the crime of compelling a person to provide labor or services, or to engage in commercial sex acts. Exploitation of a minor for commercial sex is human trafficking, regardless of whether any form of force, fraud, or coercion was used. According to the United Nations' Labour Organization, human traffickers victimize an estimated 27.6 million people worldwide. Although accurate estimates in the US are not available, human trafficking has been reported in all 50 states, the District of Columbia, on tribal land and within US territories. (Security, n.d.)

The Illinois State Police have authority to establish task force operations within the State of Illinois, and ISP intends to form the Illinois Trafficking Enforcement Group (ITEG) task force. The ITEG task force will operate out of a Decatur location and serve as a central Illinois location for related human trafficking enforcement efforts. The ITEG task force will be organized under the authority of a policy board with each participating agency having representation on the policy board.

ISP will assign the Task Force Director and Deputy Director and assume the day-to-day operations of the task force. ISP will provide the facilities and expenses to operate the task force to include evidence storage, training related to the operations, and equipment to include specialized equipment. Participating agencies may elect to assign personnel to the task force to include credentialing participants as inspectors of the ISP. ISP and/or the State of Illinois shall provide representation and indemnification to the extent permitted by law to Task Force Inspectors.

LEGAL REVIEW: Legal reviewed the agreement.

PRIOR COUNCIL ACTION:

None.

POTENTIAL OBJECTIONS: None anticipated.

INPUT FROM OTHER SOURCES:

None.

STAFF REFERENCE: Brad Allen, Chief of Police, ballen@decaturil.gov, 217-424-2745

BUDGET/TIME IMPLICATIONS: No budget implications.

ATTACHMENTS:

1. ITEG Council Resolution
2. ITEG Task Force Agreement

RESOLUTION NO. R2025-_____

**RESOLUTION AUTHORIZING EXECUTION OF AN INTERAGENCY AGREEMENT
WITH THE ILLINOIS STATE POLICE AND THE MCLEAN COUNTY SHERIFF'S
OFFICE TO ESTABLISH THE ILLINOIS TRAFFICKING ENFORCEMENT GROUP
TASK FORCE**

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

Section 1. That the interagency agreement between the City of Decatur on behalf of the Decatur Police Department, the Illinois State Police and the McLean County Sheriff's Office, as presented to the City Council herewith, is hereby received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and they are hereby, authorized and directed to execute said interagency agreement between the City of Decatur on behalf of the Decatur Police Department, the Illinois State Police and the McLean County Sheriff's Office.

PRESENTED, PASSED, APPROVED, AND RECORDED this 7th day of July 2025.

JULIE MOORE-WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

ILLINOIS TRAFFICKING ENFORCEMENT GROUP INTERAGENCY AGREEMENT

The undersigned public agencies, charged with the duty of enforcing the law and protecting their citizens from illegal activity including the trafficking of narcotics, guns, and humans, and recognizing that the jurisdiction and authority to each is limited and that such limitations are detrimental in combating crime within the designated counties and among the major municipalities within said counties, and recognizing that the most effective means to accomplish that duty is through the pooling of their resources and the joint exercise of their respective authorities; each of them does now enter into this Interagency Agreement to provide to their citizens the most effective law enforcement protection against those who engage in actions detrimental to the public safety.

In consideration of the terms herein set forth and the mutual covenants and obligations of the parties hereto, the undersigned parties agree to the following:

I. PARTIES

The parties to this agreement are:

Illinois State Police
Decatur Police Department
McLean County Sheriff's Office

II. AUTHORITY

Parties hereby enter into this Agreement in accordance with the authority vested in them by Article VII, Section 10, of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1).

III. ORGANIZATION

A. Policy Board

The Illinois Trafficking Enforcement Group (ITEG) Policy Board shall be composed of the Sheriff of McLean County, Illinois, or their designee, the City Manager of Decatur, Illinois, or their designee, and the Director of the ISP, or their designee. The Policy Board shall supervise and oversee the operations of the ITEG.

B. Task Force Director

Task Force Director will be an ISP officer holding the rank of Acting Master Sergeant or Master Sergeant acting under the direct supervision of the ISP Investigative Support Commander;

IV. PURPOSE

The purpose of this agreement is to create a multi-jurisdictional authority to be known as Illinois Trafficking Enforcement Group, hereinafter referred to as the Task Force. The Agreement will set forth the rules, policies, and understanding between the departments. The Task Force will direct its primary enforcement efforts in the following areas:

- A. Covert and overt investigations concerning individuals engaged in illicit criminal activities with specific emphasis on trafficking of humans;
- B. Development of intelligence data regarding criminal activity;
- C. Assist local agencies with case development for those investigations that are beyond capabilities of the requesting agency and/or those investigations that indicate Human Trafficking;
- D. Dissemination of intelligence activities to the appropriate federal, state, and local law enforcement agencies;
- E. Establishment of liaison with the State's Attorney's Offices and the United States Attorney's Office for legal advice and encouragement of vigorous prosecution of developed cases.

V. DURATION

This agreement will be effective upon its execution by all the signed parties and will supersede any and all previous agreements. This agreement will be reviewed and renewed on a yearly basis.

VI. DUTIES OF THE ILLINOIS STATE POLICE

ISP agrees to supply the following facilities, equipment and services to be utilized in support of Task Force activities:

- A. Facilities to house the Task Force operations; Any offsite work location utilized will be at the discretion of the unit Director and the Policy Board and shall be the responsibility of said unit.
- B. Training in proactive enforcement techniques and covert investigative methods as well as continuing training as outlined in the Onboarding agreement;

- C. Specialized equipment and/or communications devices; Subject to availability
- D. Appointment of Task Force officers as “Inspectors” of the Illinois State Police and the issuance of credentials pursuant to the authority in 20 ILCS 2620/4;
- E. Facilities for storage of evidence obtained during Task Force investigations and resources to dispose of said evidence upon authority of the appropriate prosecuting authority and/or within the guidelines as established by the Illinois State Police policy;
- F. Provide personnel in the rank of Lieutenant or Captain to serve as a voting board member to the Task Force. The Chairman of the Policy Board is to be determined by the unit’s policy.

Any credentials, equipment and components assigned or issued by the Task Force or ISP to any officer or participant must be surrendered to the ISP upon termination of the officer’s affiliation with the Task Force.

VII. OPERATIONAL PROCEDURES

The parties agree that the following operations duties/assignments shall prevail throughout the duration of the Agreement:

A. Task Force Director:

1. Will be an ISP officer holding the rank of Acting Master Sergeant or Master Sergeant acting under the direct supervision of the ISP Investigative Support Commander;
2. Be responsible for the overall direction and supervision of the assigned work force;
3. Will devise, implement, arrange and administer training for personnel assigned to the Task Force;
4. Will review the use and documentation of Official Advance Funds to ensure it is used in accordance with ISP policy;
5. Be responsible for the submission of grant proposals and monetary requests to the Illinois Criminal Justice Information Authority or other entities offering potential funding opportunities;
6. Be responsible for oversight of the Task Force asset forfeiture program in accordance with ISP Policy, as well as the approval of all expenditures of Task

Force funds acquired through State and Federal asset forfeitures and court fines and fees;

7. Be responsible for reviewing and approving investigative documents in accordance with ISP report writing practices and directives;

B. Task Force Deputy Director:

1. Will act under the direction of the Task Force Director; TF Supervisor will hold the rank of ISP Sergeant or Master Sergeant
2. Will be responsible for the daily operations of their assigned squad and the direct supervision of the assigned work force;
3. Develop, implement, and arrange/administer training for personnel assigned to their supervision;
4. Review, analyze, document and approve use of official advance funds in accordance with ISP reporting practices and directives;
5. Be responsible for overtime approval and assuring accurate procedures are being followed by Task Force officers;
6. Is responsible for apprising the Task Force Director of the unit's operations and assist in the formulation of activity reports;
7. Be responsible for other duties as prescribed by the Task Force Director.

C. Task Force Members

1. If personnel are assigned, officers will be of full-time status from the ISP or local agencies. Such officers shall, prior to appointment, pass an ISP background investigation. The officer shall not be subject to any current or pending disciplinary actions;
2. The Inspector will enter into an onboarding agreement with the Task Force which will outline the expectations during the time as a Task Force member. The officer will adhere to all aspects of the agreement during their time on the Task Force.
3. Will adhere to all laws of the State of Illinois and the United States of America;
4. Will comply with their respective agency's policies and procedures as they apply to personnel issues, i.e. salary, overtime, vacation, holiday, sick time, and authorized weapons;

5. Will agree to participate in the ISP random drug testing Policy and to submit to an ISP sanctioned drug test upon request.

VIII. OTHER OPERATIONAL CONSIDERATIONS

- A. ISP report writing and case preparation procedures shall be utilized to document enforcement activities undertaken by the Task Force.
- B. All investigations should be deconflicted through the Illinois Statewide Terrorism and Intelligence Center.
- C. The ISP Confidential Source, Official Advance Funds, and Evidence Handling policies will govern Task Force operations.
- D. A copy of the directives expected to be followed will be given to the Task Force officer with their onboarding information.

IX. MISCONDUCT

- A. Misconduct by officers of the Task Force shall include the following:
 1. Commission of a criminal offense;
 2. Neglect of duties;
 3. Violation of Task Force policies and/or rules of procedures;
 4. Conduct which may tend to reflect unfavorably upon any of the parties to this agreement.
- B. Upon receipt of a complaint from a law enforcement agency, a states attorney's office, or any other credible source alleging misconduct by a Task Force officer, the following procedures will be initiated:
 1. The Task Force Director shall conduct a preliminary review of the allegations to verify the complaint and to determine the nature, scope, and need to conduct a follow up investigation;
 2. In the event the allegations appear to be credible, the Task Force Director will notify the Zone Commander and the chief executive of the officer's parent agency;
 3. If the complaint is of a non-criminal nature, the Task Force Director and Chief Executive of the Inspector's parent agency will determine who will conduct

the investigation. If the complaint is verified, the parent agency will implement disciplinary action as deemed necessary;

4. If the complaint is of a criminal nature, the Task Force Director and agency head shall require a criminal investigation be conducted by the ISP Division of Internal Investigation. The investigation will be forwarded to the respective States Attorney's office for decision on prosecution.

X. REPORTING

- A. The Task Force Director will notify the respective departments if requested by parent agency, of any time earned or used by the officer during each payroll period;
- B. The Task Force Director will immediately notify the respective departments if there are any issues concerning the assigned Inspector;
- C. The Task Force Director will evaluate officers on a yearly basis; the evaluation tool will be determined by the Task Force Director in agreement with the parent agency and retained as part of the Inspector's personnel file. The Inspector will stay on the unit if both parties agree the Inspector is performing their duties to the best of their ability and is proactively seeking new investigations, making arrests, and effectively impacting the community. If the Task Force Director and parent agency determine the Inspector is no longer effective in the unit, the Inspector will be removed and reassigned as the parent agency sees fit;
- D. The Task Force Director will present statistics for investigations, arrests, seizures and search warrants for the assigned Inspector at each board meeting, which will convene at least quarterly or as needed as directed by the unit Policy Board.
- E. The Task Force Director will submit statistics, table of organizations, budgets, and any additional information requested by the ISP immediately upon request.

XI. LIABILITY

- A. The ISP and/or the State of Illinois shall provide representation and indemnification to the extent permitted by law to Task Force Inspectors in the event that any civil proceeding is commenced against such Task Force officer alleging the deprivation of a civil or constitutional right arising out of any act or omission occurring within the scope of task force activities provided that such actions were not the result of the officers intentional, willful, or wanton misconduct;

- B. Each Task Force unit shall also maintain a policy of insurance to cover any civil proceedings commenced against such Task Force for instances of a conflict of interest or acts or omissions occurring outside the scope of the Task Force activities, including but not limited to the result of officers intentional, willful, or wanton misconduct;
- C. Each agency will accept liability, to the extent required by the Illinois Workers' Compensation Act (820 ILCS 305/1) for personal injuries occurring to its officers while engaged in Task Force activities.

XII. TERMINATION/MODIFICATION OF AGREEMENT

- A. Any party may withdraw from this agreement 90 days after providing written notice of withdrawal to all other parties. Withdrawal of any party will not affect the agreement with respect to the remaining parties. Any modification of this agreement requires written approval by all parties.
- B. The Task Force Policy Board may disband the operation of this Task Force at any time by a majority vote where upon this agreement will be terminated. All Task Force property obtained through grants from the Illinois Criminal Justice Information Authority shall be disposed of consistent with current property management or disposition guidelines issued by the Authority's Office of Federal Assistance Programs.
- C. At the time of termination, the active participating agencies will vote on the disbursement of the non-grant Task Force assets and forfeited assets.

XIII. REVIEW AND ACCEPTANCE VERIFICATION

I certify that I am the Chief Executive Officer for my agency or that I have the authority to represent said agency in the execution of the herein Interagency Agreement. I further certify that I have reviewed and accept the terms and conditions of said Interagency Agreement.

Name: _____	Name: _____
Signature: _____	Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____
Agency: _____	Agency: _____

Name: _____
Signature: _____
Title: _____
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Name: _____
Signature: _____
Title: _____
Date: _____
Agency: _____

**Council Memo
Public Works Department
No. 2025-70**

DATE: 7/7/2025

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 2992 South Wheatland Road

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 2992 South Wheatland Road be approved.

BACKGROUND:
The subject property is being annexed due to a water service agreement.

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. 2025-70 Ordinance Annexing Territory 2992 South Wheatland Road

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2992 SOUTH WHEATLAND ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Jessica M. Brinegar and Ryle A.K. Frey, requesting that there be annexed to the City territory described as:

LOT NINETEEN (19) IN BLOCK TWO (2) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN# 17-12-36-127-008

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of July 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 represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Jessica M. Brinegar

Ryle A. K. Frey

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2992 South Wheatland Road, and legally described as follows:

LOT NINETEEN (19) IN BLOCK TWO (2) OF LAKELAND HEIGHTS, AS PER PLAT RECORDED IN BOOK 982, PAGE 36 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. SITUATED IN MACON COUNTY, ILLINOIS.

PIN # 17-12-36-127-008

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

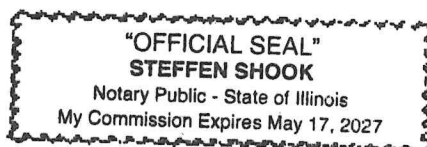
STREET ADDRESS, CITY, STATE

Jessica Brinegar
[Signature]

Jessica Brinegar
Ryle Frey

2992 S. Wheatland Rd., Decatur, IL
2992 S. Wheatland Rd., Decatur, IL 6252

Signed and sworn to before me this 7th day of June, 2025



[Signature]
Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2992 SOUTH WHEATLAND ROAD



indicates territory annexed



indicates existing corporate limits

0.50± acres

AREA 0.00075± sq. miles

28± lin. ft. of public road

SOUTH WHEATLAND 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.

Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2025

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Exhibit B

DATE: _____

**Council Memo
Public Works Department
No. 2025-71**

DATE: 7/7/2025

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 3157 Kathy Court

SUMMARY RECOMMENDATION: Staff recommends that the following Ordinance annexing territory 3157 Kathy Court be approved.

BACKGROUND:
The subject property is being annexed due to a water service agreement.

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. 2025-71 Ordinance Annexing Territory 3157 Kathy Court

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3157 KATHY COURT**

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 Sydney M. Price, requesting that there be annexed to the City territory described as:

LOT ONE (1) OF LAKELAND HEIGHTS 3RD ADDITION AS PER PLAT RECORDED IN BOOK 300 PAGE 349 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN# 17-12-36-178-010

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 7th day of July 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 represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Sydney M. Price

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3157 Kathy Court, and legally described as follows:

LOT ONE (1) OF LAKELAND HEIGHTS 3RD ADDITION AS PER PLAT RECORDED IN BOOK 300 PAGE 349 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 17-12-36-178-010

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.

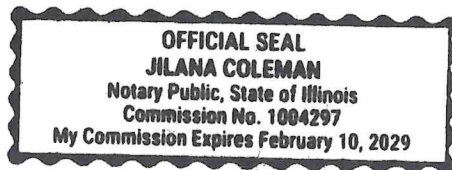
SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

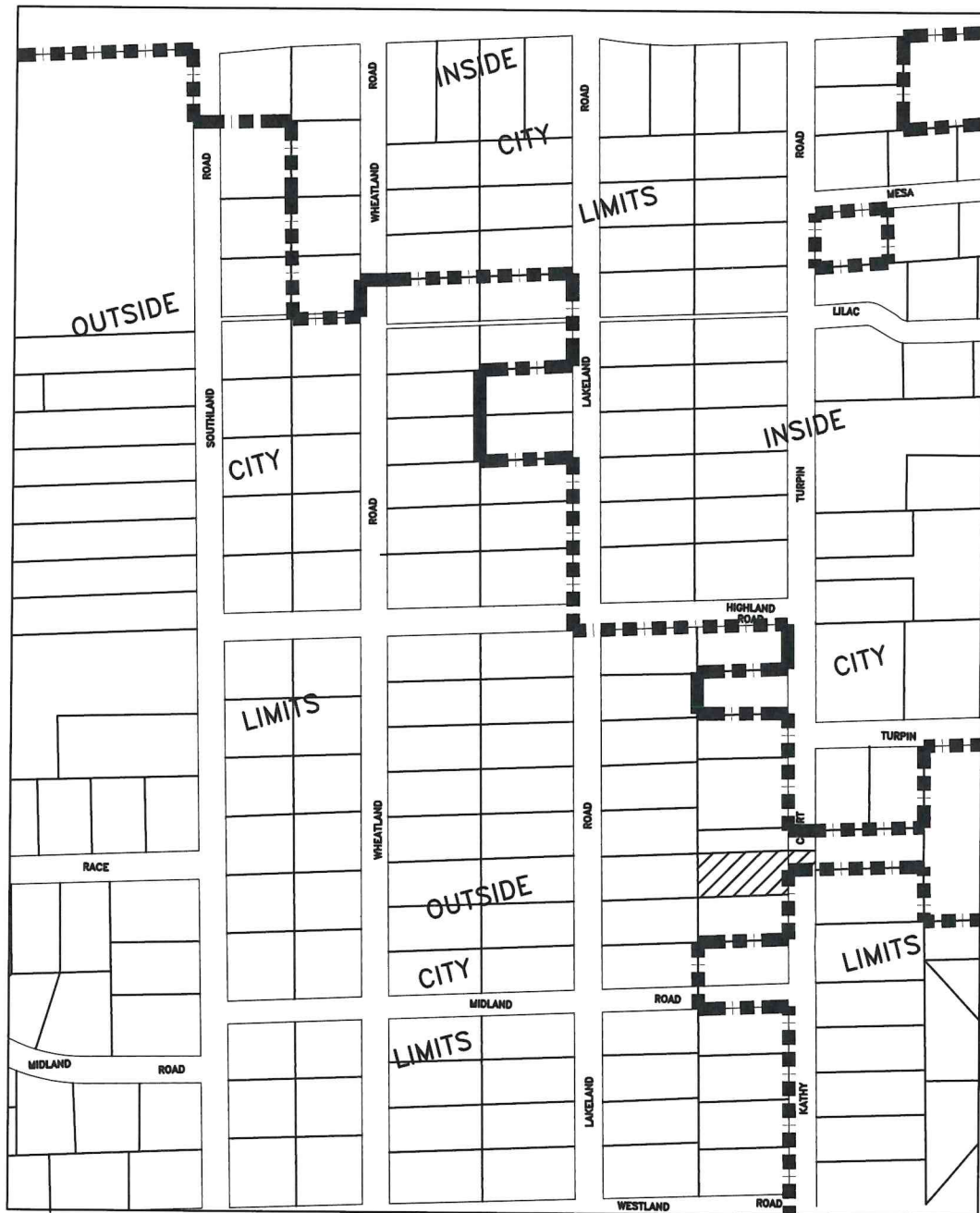
Sydney M. Price - Sydney M. Price - 3157 Kathy Ct.

Signed and sworn to before me this 13th day of June, 20 25

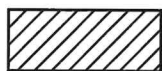


Jilana Coleman
Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3157 KATHY COURT



indicates territory annexed



indicates existing corporate limits

0.49± acres

AREA 0.00071± sq. miles

38± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



Director of Public Works - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER #062-048941
LICENSE EXPIRES NOV. 30, 2024

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

ORDINANCE NO: _____

DATE: _____

Council Memo
Public Works Department
No. 2025-72

DATE: 7/7/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Ezell Excavating Inc. for 2024 Annual Water Main Project, City Project 2024-10

SUMMARY RECOMMENDATION: It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2024 Annual Water Main Project, City Project 2024-10, to Ezell Excavating Inc. as the lowest responsive and responsible bidder in the amount of \$2,779,993.00, and that the Mayor be authorized to execute the contract, and the City Clerk to attest.

Attachments to the Resolution include all contract documents except for standard “boilerplate” language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

BACKGROUND:

Project Description

The 2024 Annual Water Main Extension Project is focused in various areas of the City shown on the attached location maps:

1. Highland Road – Project includes approximately 1040’ of 6” water main to loop 2 dead end feeds on Wheatland and Lakeland Road.
2. Martin Luther King, Jr. Drive – Project includes approx. 2210’ of 6” and 8” water main to replace the existing water main along McKinley Ave, Morgan St, Rose St and Pythian Ave just west of Martian Luther King.
3. Highland Place and Court – Project includes the approximately 2800’ replacement of watermain along Highland Ct, Highland Pl, and Vine St.
4. Marietta St. and Farview Ave. – Project includes the installation of 11 private services that are currently connected on a shared service.
5. Deer Run Court – Project includes approximately 460’ of 8” watermain to loop 2 dead end feeds on Deer Run Ct. and Kathy Ct.
6. Various valve replacement - Includes various valve replacement and the insertion of new valves near Pershing and 22nd and on Oakland Ave near Millikin

The overall project includes the installation of new water mains, fire hydrants, valves, services, traffic control, and associated restoration and sitework.

Public Letting Results

The project plans and specifications were prepared by the Public Works Department. The project was advertised on Wednesday, May 21, 2025, and bids were opened on Friday, June 13, 2025. The results from the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Ezell Excavating Inc.	\$2,779,993.00	(8.1%)
A & R Mechanical Services Inc.	\$2,961,024.00	(2.1%)
Burdick Plumbing & Heating Co., Inc.	\$3,268,114.00	8.1%
EL Pruitt Company	\$3,550,440.00	17.4%
Engineer's Estimate	\$3,024,060.00	

Five contractors took out bid packages and four contractors submitted a bid proposal for the project. Ezell Excavating Inc provided the lowest responsive and responsible bid at 8.1% below the Engineer's Estimate.

Ezell Excavating has not completed a water main project for the City but has successfully completed demolitions. Ezell has focused on excavation and demolition work but has recently expanded to underground infrastructure work. City staff reviewed references and received positive feedback about their work however this will be their largest water main project to date. Staff recommends that the City Council approve a contract with Ezell Excavating Inc. to perform the 2024 Annual Water Main Extension Project.

MINORITY PARTICIPATION GOALS:

Contractors for City Projects shall comply with City Code Chapter 28, Article 10, "Minority Participation Goals for Public Works Contracts."

Contractors for City projects shall make a good faith effort to comply with the following minimum goals:

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises (MBE) if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount should be for the purchase of goods, material, and equipment to MBE; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.
3. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.

Subcontracting is not required for a City project. Ezell Excavating plans to subcontract work for boring, asphalt paving and trucking. Ezell has indicated 10% of the subcontracted work will be for trucking and will be provided by a Minority Business Enterprise meeting the goal.

LEGAL REVIEW: The project plans and specifications were reviewed by the Legal Department on May 20, 2025.

PRIOR COUNCIL ACTION:

The 2025 Capital Improvements Plan included an allocation of funds for this project. The water main extension and replacement projects are annual projects issued by the City.

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

INPUT FROM OTHER SOURCES:

None

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

BUDGET/TIME IMPLICATIONS: Budget Impact: Funding for this project is allocated in the Capital Bond Fund which is paid for by water fees. The total project cost is \$2,779,993.00.

Staff Impact: Staff has allocated time to manage this project.

ATTACHMENTS:

1. 2025-72 Resolution 1 Award water main replacement - Ezell (1) w EXHIBIT A
2. 2025-72 Minority Utilization Information
3. 2025-72 2024-10 Council Bid Tab
4. 2025-72 Watermain Location Maps

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH EZELL EXCAVATING INC FOR 2023 THE 2024
ANNUAL WATER MAIN REPLACEMENT PROJECT, CITY PROJECT 2024-10**

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

Section 1. That the tabulation of bids received for City Project 2024-10, 2024 Annual Water Main Replacement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Ezell Excavating Inc., in the amount of \$2,779,993.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Ezell Excavating Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$2,779,993.00.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000 as a bonus.

PRESENTED and ADOPTED this 7th day of July 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2024 ANNUAL WATER MAIN PROJECT
CITY PROJECT 2024-10

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

PAY CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
X5611104	4 INCH POLYWRAPPED D.I.P. WATER MAIN	Feet	40	\$ 80.00	\$ 3,200.00
X5611106	6 INCH POLYWRAPPED D.I.P. WATER MAIN	Feet	1,640	\$ 90.00	\$ 147,600.00
X5611108	8 INCH POLYWRAPPED D.I.P. WATER MAIN	Feet	3,960	\$ 125.00	\$ 495,000.00
56109108	12 INCH X 8 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	Each	2	\$ 1,400.00	\$ 2,800.00
56109106	12 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	Each	3	\$ 1,900.00	\$ 5,700.00
56105300	16 INCH SIDE OPERATOR VALVE W/BYPASS, MJ, W/VALVE BOX	Each	2	\$ 17,000.00	\$ 34,000.00
X5610616	16 INCH GRIP RINGS	Each	12	\$ 600.00	\$ 7,200.00
X1200020	16 IN SLEEVE, MJ	Each	4	\$ 800.00	\$ 3,200.00
56105000	8 INCH VALVE, MJ, W/VALVE BOX	Each	8	\$ 2,400.00	\$ 19,200.00
56100010	8 INCH X 4 INCH TEE, MJ	Each	1	\$ 550.00	\$ 550.00
56100001	8 INCH X 6 INCH CROSS, MJ	Each	1	\$ 650.00	\$ 650.00
56101150	8 INCH X 6 INCH REDUCER, MJ	Each	1	\$ 250.00	\$ 250.00
X0100018	8 INCH CAP/PLUG, MJ	Each	1	\$ 250.00	\$ 250.00
56109434	8 INCH 90 DEGREE BENDS, MJ	Each	2	\$ 350.00	\$ 700.00
56109398	8 INCH 45 DEGREE BENDS, MJ	Each	6	\$ 250.00	\$ 1,500.00
56100015	8 INCH X 6 INCH HYDRANT TEE, MJ	Each	13	\$ 650.00	\$ 8,450.00
X1200020	8 INCH SLEEVE, MJ	Each	2	\$ 350.00	\$ 700.00
X5610608	8 INCH GRIP RING ACCESSORY KITS	Each	70	\$ 250.00	\$ 17,500.00
X5610618	8 INCH FIELDLOCK GASKETS	Each	64	\$ 250.00	\$ 16,000.00
56104900	6 INCH VALVE, MJ WITH VALVE BOX	Each	29	\$ 1,300.00	\$ 37,700.00
56105500	6 INCH INSERTING VALVES, MJ WITH VALVE BOX	Each	2	\$ 11,000.00	\$ 22,000.00
56109432	6 INCH 90 DEGREE BENDS, MJ	Each	2	\$ 250.00	\$ 500.00
56109418	6 INCH 45 DEGREE BENDS, MJ	Each	9	\$ 250.00	\$ 2,250.00

RETURN WITH BID

56100005	6 INCH X 6 INCH TEE, MJ	Each	35	\$ 350.00	\$ 12,250.00
56100004	6 INCH X 6 INCH HYDRANT TEE, MJ	Each	9	\$ 450.00	\$ 4,050.00
X5610606	6 INCH GRIP RING ACCESSORY KITS	Each	100	\$ 200.00	\$ 20,000.00
X5610616	6 INCH FIELDLOCK GASKETS	Each	41	\$ 150.00	\$ 6,150.00
X1200020	6 INCH SLEEVE, MJ	Each	12	\$ 250.00	\$ 3,000.00
56400601	6 INCH ANCHOR COUPLING	Each	10	\$ 350.00	\$ 3,500.00
56400602	6 INCH OFFSET NIPPLE	Each	7	\$ 450.00	\$ 3,150.00
56104800	4 INCH VALVE, MJ WITH VALVE BOX	Each	1	\$ 1,900.00	\$ 1,900.00
56109416	4 INCH 45 DEGREE BENDS, MJ	Each	2	\$ 150.00	\$ 300.00
X5610604	4 INCH GRIP RING ACCESSORY KITS	Each	1	\$ 150.00	\$ 150.00
X0324929	4 INCH SLEEVE, MJ	Each	1	\$ 150.00	\$ 150.00
56400605	FIRE HYDRANT, 4.5' BURY	Each	20	\$ 3,600.00	\$ 72,000.00
56200320	1 INCH X 20 FT WATER SERVICE (SHORT) W/CORP & CURB STOP, BORED. TYPE II	Each	28	\$ 2,000.00	\$ 56,000.00
56200350	1 INCH X 50 FT WATER SERVICE (LONG) W/CORP & CURB STOP, BORED. TYPE II	Each	27	\$ 5,000.00	\$ 135,000.00
56200400	1.25 INCH X 20 FT WATER SERVICE (SHORT) W/CORP & CURB STOP, BORED. TYPE II	Each	5	\$ 2,000.00	\$ 10,000.00
X5620096	1 INCH X 100 FT WATER SERVICE (LONG) W/CORP & CURB STOP, BORED. TYPE II	Each	6	\$ 10,000.00	\$ 60,000.00
X5620101	1.25 INCH X 150 FT WATER SERVICE (LONG) W/CORP & CURB STOP, BORED. TYPE II	Each	5	\$ 13,000.00	\$ 65,000.00
X5620000	INCIDENTAL PLUMBING REPAIRS	Each	11	\$ 3,500.00	\$ 38,500.00
56400500	REMOVE FIRE HYDRANT AND ABANDON EXISTING VALVE	Each	12	\$ 3,000.00	\$ 36,000.00
56108200	ABANDON EXISTING VALVE (REMOVE VALVE BOX)	Each	16	\$ 3,000.00	\$ 48,000.00
X5630006	CUT AND CAP EXISTING 6" MAIN	Each	7	\$ 2,500.00	\$ 17,500.00
20800150	TRENCH BACKFILL	Cu Yds	4,260	\$ 25.00	\$ 106,500.00
44213200	PAVEMENT SAW CUTS	Feet	17,000	\$ 5.00	\$ 85,000.00
44000600	5 INCH SIDEWALK REMOVAL	Sq Feet	220	\$ 6.00	\$ 1,320.00
42400200	5 INCH PORTLAND CEMENT CONCRETE SIDEWALK REPLACEMENT	Sq Feet	220	\$ 12.00	\$ 2,640.00
44000500	CURB AND GUTTER REMOVAL AND REPLACEMENT	Feet	100	\$ 7.00	\$ 700.00
59300100	CONTROLLED LOW STRENGTH MATERIAL	Cu Yds	115	\$ 150.00	\$ 17,250.00
X4060205	TEMPORARY PATCHES, 2 INCH	Sq Yds	660	\$ 50.00	\$ 33,000.00

RETURN WITH BID

44211701	CLASS D PATCHES, 5 INCH PAVEMENT	Sq Yds	4,391	\$ 130.00	\$ 570,830.00
44200976	CLASS B PATCHES, TY IV, 10 INCH PAVEMENT	Sq Yds	60	\$ 130.00	\$ 7,800.00
X4420684	CLASS B PATCHES, SPECIAL, 10 INCH PAVEMENT	Sq Yds	10	\$ 200.00	\$ 2,000.00
44213206	NO. 6 TIE BARS	Each	72	\$ 10.00	\$ 720.00
44201298	NO. 12 DOWEL BARS	Each	36	\$ 15.00	\$ 540.00
44000200	DRIVEWAY PAVEMENT REMOVAL	Sq Yds	20	\$ 30.00	\$ 600.00
44201681	ASPHALT DRIVEWAY REPLACEMENT, 4 INCH	Sq Yds	20	\$ 400.00	\$ 8,000.00
28000250	TEMPORARY EROSION CONTROL, SEEDING	LB	80	\$ 5.00	\$ 400.00
28000400	TEMPORARY EROSION CONTROL, PERIMETER BARRIER	Feet	800	\$ 5.00	\$ 4,000.00
25000100	SEEDING, CLASS 1 (LAWN MIXTURE) (100 lb/Acre)	LB	70	\$ 15.00	\$ 1,050.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT (90 lb/Acre)	LB	57	\$ 3.00	\$ 171.00
25000600	POTASSIUM FERTILIZER NUTRIENT (90 lb/Acre)	LB	57	\$ 3.00	\$ 171.00
25000400	NITROGEN FERTILIZER NUTRIENT (90 lb/Acre)	LB	57	\$ 3.00	\$ 171.00
25100105	MULCH, METHOD 1 (2 Tons/acre)	Tons	2	\$ 1,500.00	\$ 3,000.00
X0327679	EXPLORATION EXCAVATIONS	Each	19	\$ 2,500.00	\$ 47,500.00
X0327651	12 INCH CASING PIPE	Feet	20	\$ 100.00	\$ 2,000.00
70100010	TRAFFIC CONTROL	LSUM	1	\$ 8,000.00	\$ 8,000.00
67100100	MOBILIZATION	LSUM	1	\$ 12,000.00	\$ 12,000.00
Z0090000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LSUM	1	\$375,000.00	\$ 375,000.00
				TOTAL BASE BID	\$ 2,709,863.00

TOTAL BASE BID IN WORDS

TWO MILLION, SEVEN-HUNDRED + NINE THOUSAND, EIGHT-HUNDRED + SIXTY-THREE DOLLARS

RETURN WITH BID

ALTERNATE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
X5611108	8 INCH POLYWRAPPED D.I.P. WATER MAIN	Feet	460	\$125.00	\$57,500.00
56108806	6 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	Ea	1	\$1,000.00	\$1,000.00
56105000	8 INCH VALVE, MJ	Ea	1	\$2,000.00	\$2,000.00
56101150	8 INCH X 6 INCH REDUCER, MJ	Ea	1	\$300.00	\$300.00
X1200022	8 INCH SLEEVE, MJ	Ea	1	\$400.00	\$400.00
X5610608	8 INCH GRIP RING ACCESSORY KITS	Ea	9	\$300.00	\$2,700.00
X5610618	8 INCH FIELDLOCK GASKETS	Ea	4	\$300.00	\$1,200.00
X5610606	6 INCH GRIP RING ACCESSORY KITS	Ea	2	\$200.00	\$400.00
20800150	TRENCH BACKFILL	Cu Yds	10	\$35.00	\$350.00
44213200	PAVEMENT SAW CUTS	Feet	100	\$8.00	\$800.00
X4060205	TEMPORARY PATCHES, 2 INCH	Sq Yds	10	\$90.00	\$900.00
44200976	CLASS B PATCHES, 8 INCH PAVEMENT	Sq Yds	10	\$200.00	\$2,000.00
25000100	SEEDING, CLASS 1 (LAWN MIXTURE) (100 lb/Acre)	LB	7	\$20.00	\$140.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT (90 lb/Acre)	LB	6	\$5.00	\$30.00
25000600	POTASSIUM FERTILIZER NUTRIENT (90 lb/Acre)	LB	6	\$5.00	\$30.00
25000400	NITROGEN FERTILIZER NUTRIENT (90 lb/Acre)	LB	6	\$5.00	\$30.00
25100105	MULCH, METHOD 1 (2 Tons/acre)	Tons	0.2	\$1,750.00	\$350.00

TOTAL ALTERNATE BID \$70,130.00

TOTAL ALTERNATE BID IN WORDS SEVENTY THOUSAND ONE HUNDRED THIRTY DOLLARS

TOTAL BASE BID AND ALTERNATE BID IN WORDS

TWO MILLION, SEVEN HUNDRED SEVENTY-NINE THOUSAND, NINE HUNDRED NINETY-THREE DOLLARS

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. _____

PRINCIPAL

Ezell Excavating Inc. _____
(Company Name) (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

Attest: _____ Attest: _____
(Signature & Title) (Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

SURETY

(Name of Surety) By: _____
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS, (SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public (SEAL)

CITY OF DECATUR

Approved this 7th day of July, A.D. 2025

Attest:

Kim Althoff, City Clerk

City Council

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

CONTRACT

THIS CONTRACT, made and entered into this 7th day of July ,2025, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Ezell Excavating Inc. hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "**2024 ANNUAL WATER MAIN PROJECT, City Project 2024-10**", all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **The Completion Date for this project is July 31, 2026.** The Contractor shall complete all work subject to the date on or before the specified date.
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid Proposal
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond (required for
contracts greater than \$150,000)
Addenda

Special Provisions
Project Drawings
Standard Drawings
Special Conditions
General Conditions
Supplemental Specifications
Standard Specifications
Appendices

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

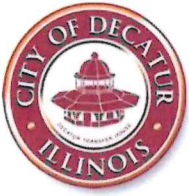
CITY CLERK

By _____
MAYOR

Ezell Excavating Inc.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



CONTRACT PERFORMANCE BOND

(REQUIRED FOR CONTRACTS GREATER THAN \$150,000)

Project: 2024 ANNUAL WATER MAIN PROJECT

Project Number: 2024-10

We, Ezell Excavating Inc. 1574 County Road 100 N, Villa Grove, IL 61956-9639

a/an) ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of _____ ,

as PRINCIPAL, _____

_____ as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of
Two Million, Seven Hundred, Seventy-Nine Thousand, Nine Hundred Ninety-Three Dollars and 00/100

_____ Dollars (\$2,779,993.00), lawful money of
United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our
heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this
instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the CITY for the construction of work on the above City Project, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to them for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the CITY harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	06/10/25	Project Title:	2024 ANNUAL WATER MAIN PROJECT
Total Contract Value:	\$ 2,780,693.00	Project Number:	2024-10

Section I: Prime Contractor Information

Prime Contractor: EZEEL EXCAVATING INC.

Address: 1574 Co Rd 100 N
UDIA GLOVE, IL, 61956

Phone: 217-832-9066

Contact Person: ALEX EZEEL

Email: EZEEL EXCAVATING@OUTLOOK.COM

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
JP EXCAVATING + TRUCKING INC.	MBE	\$278,069.30	10%	TRUCKING
Totals		\$278,069.30	10%	

• If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Totals			

• If more firms were contacted, please copy this form and attach the additional information.

Section IV: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial

- If more firms submitted quotes, please copy this form and attach the additional information.

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome

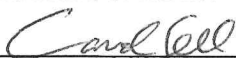
- If more firms were contacted, please copy this form and attach the additional information.

Section V:

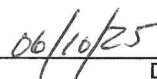
The City of Decatur is committed to promoting minority participation in public works construction projects and in accordance with Article 28-10 of the City Code, has established a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

This form must be completed and submitted with the bid proposal. All subcontractors and MBE's intended for use on this project shall be listed in the columns above; along with the total estimated amount to be paid; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor utilizes an MBE not listed above, they must submit a **Notification of Change in Participation** with the necessary support documentation.

The undersigned certifies that the information included herein is true and correct; the MBE's listed above have agreed to perform the scope of work described. The undersigned further certifies that it has no controlling, dominating, or conflict of interest in any of the listed subcontractors or MBEs.



Signature of Prime Contractor



Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	06/10/25	Project Title:	2024 ANNUAL WATER MAIN PROJECT
Total Contract Value:	\$ 2,780,693.00	Project Number:	2024-10

Section I: Minority Business Enterprise (MBE) Information

Name: JPerexcavating and Trucking INC
 Address: 410 east 9th street Danville IL
 Phone: 217-202-7295
 Contact Person: William Powell
 Email: William.jpinc@tt.net

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
TRUCKING Tandem	\$105 / hr	
TRUCKING semi	\$175 / hr	

This form must be completed and submitted with the bid proposal for each MBE. All MBEs intended for use on this project shall have an MBE Information Form signed by the prime contractor and MBE. If for whatever reason the Prime Contractor changes or adds an MBE, a Notification of Change in Participation Form and MBE Information Form with the necessary support documentation must be submitted and approved.

The undersigned certifies that the information included herein is true and correct and the MBE subcontractor or material supplier has agreed to the scope of services described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor/Material Supplier.

Prime Contractor Signature	Print
<u>Carol Gee</u>	<u>CAROL EZE</u>
Title	Date
<u>PRESIDENT / OWNER</u>	<u>06/10/25</u>

Minority Business Enterprise Signature	Print
<u>William Powell</u>	<u>William Powell</u>
Title	Date
<u>PM</u>	<u>6-10-25</u>



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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:	06/10/25	Project Title:	2024 ANNUAL WATER MAIN PROJECT
Total Contract Value:	\$2,780,693.00	Project Number:	2024-10

Section I: Prime Contractor Information

Prime Contractor: EZEEL EXCAVATING INC.
Address: 1574 Co Rd 100 N
VIA GROVE, IL, 61956
Phone: 217-832-9066
Contact Person: ALIX EZEEL
Email: EZEELXCAVATING@OUTLOOK.COM

Section II: Selected Non-MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
JP EXCAVATING & TRUCKING INC	\$278,069.30	10%		
Non-MBE Subcontractor Total				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				

If more subcontractors are utilized, please copy this form and attach the additional information.

Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Totals				

If more MBE's are utilized, please copy this form and attach the additional information.

CHECK ALL THAT APPLY. SPECIFIC SUPPORTING DOCUMENTATION MUST BE SUBMITTED AS INDICATED.

☒	MBE Goal of 10% <u>has been</u> reached
☐	MBE Goal of 10% <u>has not been</u> reached but Contractor <u>has</u> met the goal estimated on the MBE Utilization Statement submitted at Bid
☐	MBE Goal of 10% <u>has not been</u> reached and Contractor <u>has not</u> met the goal estimated on the MBE Utilization Statement submitted at Bid (attach explanation)
☐	MBE Goal of 20% <u>has been</u> reached and qualifies for a 2% Bonus of the final Contract Value up to a maximum of \$50,000
☐	Other – (State reason and attach explanation)

The undersigned certifies that the information included herein is true and correct, failure to submit this form may result in delay of the final payment.

Card Jell
Signature of Prime Contractor

06/10/25
Date

PROJECT NUMBER: 2024-10 PROJECT NAME: 2024 ANNUAL WATER MAIN PROJECT BID DATE: 6/13/2025 TIME: 11:00 A.M. FUND: WATER CAPITAL ORGANIZATION CODE: 81808118 OBJECT CODE: 488800				Engineer's Estimate City Engineering Division		EZELL EXCAVATING INC. 1574 COUNTY ROAD 100 N VILLA GROVE, IL 61956-9639 Contact Person ALEX EZELL 217-832-9066 EZELLEEXCAVATING@OUTLOOK.COM		A&R 711 KETTERING PARK DRIVE URBANA, IL 61801 Contact Person JUSTIN WEIDNER 217-367-4227 JWEIDNER@AR-MECH.COM		BURDICK PLUMBING & HEATING P.O. BOX 496 DECATUR, IL 62525 Contact Person JEFFREY BURDICK 217-429-2385 JARED@BUDICKPLUMBING.COM		E.L. PRUITT COMPANY 3090 COLT ROAD SPRINGFIELD, IL 62707 Contact Person JOHN PRUITT BBARLOON@ELPRUITT.COM	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
X5611104	4 INCH POLYWRAPPED D.I.P. WATER MAIN	40	Feet	50.00	\$2,000.00	\$80.00	\$3,200.00	\$87.69	\$3,507.60	\$120.00	\$4,800.00	\$115.00	\$4,600.00
X5611106	6 INCH POLYWRAPPED D.I.P. WATER MAIN	1,640	Feet	75.00	\$123,000.00	\$90.00	\$147,600.00	\$84.07	\$137,874.80	\$80.00	\$131,200.00	\$89.25	\$146,370.00
X5611108	8 INCH POLYWRAPPED D.I.P. WATER MAIN	3,960	Feet	80.00	\$316,800.00	\$125.00	\$495,000.00	\$96.88	\$383,644.80	\$85.00	\$336,600.00	\$98.00	\$388,080.00
56109108	12 INCH X 8 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	2	Ea	9,000.00	\$18,000.00	\$1,400.00	\$2,800.00	\$6,937.89	\$13,875.78	\$4,500.00	\$9,000.00	\$9,000.00	\$18,000.00
56109106	12 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	3	Ea	5,000.00	\$15,000.00	\$1,900.00	\$5,700.00	\$5,749.40	\$17,248.20	\$4,000.00	\$12,000.00	\$8,500.00	\$25,500.00
56105300	16 INCH SIDE OPERATOR VALVE W/BYPASS, MJ, W.VALVE BOX	2	Ea	25,000.00	\$50,000.00	\$17,000.00	\$34,000.00	\$26,176.17	\$52,352.34	\$33,000.00	\$66,000.00	\$33,750.00	\$67,500.00
X5610616	16 INCH GRIP RINGS	12	Ea	1,750.00	\$21,000.00	\$800.00	\$7,200.00	\$405.56	\$4,866.72	\$800.00	\$9,600.00	\$680.00	\$8,160.00
X12000020	16 IN SLEEVE, MJ	4	Ea	2,000.00	\$8,000.00	\$800.00	\$3,200.00	\$422.93	\$1,691.72	\$2,000.00	\$8,000.00	\$3,550.00	\$14,200.00
56105000	8 INCH VALVE, MJ, W/VALVE BOX	8	Ea	2,750.00	\$22,000.00	\$2,400.00	\$19,200.00	\$3,075.43	\$24,603.44	\$2,750.00	\$22,000.00	\$3,450.00	\$27,600.00
56100010	8 INCH X 4 INCH TEE, MJ	1	Ea	1,000.00	\$1,000.00	\$550.00	\$550.00	\$517.49	\$517.49	\$1,200.00	\$1,200.00	\$650.00	\$650.00
56100001	8 INCH X 6 INCH CROSS, MJ	1	Ea	1,000.00	\$1,000.00	\$650.00	\$650.00	\$617.63	\$617.63	\$1,500.00	\$1,500.00	\$750.00	\$750.00
56101150	8 INCH X 6 INCH REDUCER, MJ	1	Ea	700.00	\$700.00	\$250.00	\$250.00	\$369.88	\$369.88	\$800.00	\$800.00	\$750.00	\$750.00
X0100018	8 INCH CAP/PLUG,MJ	1	Ea	700.00	\$700.00	\$250.00	\$250.00	\$183.08	\$183.08	\$700.00	\$700.00	\$275.00	\$275.00
56109434	8 INCH 90 DEGREE BENDS, MJ	2	Ea	700.00	\$1,400.00	\$350.00	\$700.00	\$240.75	\$481.50	\$900.00	\$1,800.00	\$815.00	\$1,630.00
56109398	8 INCH 45 DEGREE NENDS, MJ	6	Ea	700.00	\$4,200.00	\$250.00	\$1,500.00	\$427.96	\$2,567.76	\$900.00	\$5,400.00	\$800.00	\$4,800.00
56100015	8 INCH X 6 INCH HYDRANT TEE, MJ	13	Ea	1,000.00	\$13,000.00	\$650.00	\$8,450.00	\$551.79	\$7,173.27	\$1,200.00	\$15,600.00	\$950.00	\$12,350.00
X12000020	8 INCH SLEEVE, MJ	2	Ea	800.00	\$1,600.00	\$350.00	\$700.00	\$483.94	\$967.88	\$900.00	\$1,800.00	\$660.00	\$1,320.00
X5610608	8 INCH GRIP RING ACCESSORY KITS	70	Ea	200.00	\$14,000.00	\$250.00	\$17,500.00	\$174.67	\$12,226.90	\$225.00	\$15,750.00	\$300.00	\$21,000.00
X5610618	8 INCH FIELDLOCK GASKETS	64	Ea	150.00	\$9,600.00	\$250.00	\$16,000.00	\$190.10	\$12,166.40	\$180.00	\$11,520.00	\$250.00	\$16,000.00
56104900	6 INCH VALVE, MJ WITH VALVE BOX	29	Ea	2,000.00	\$58,000.00	\$1,300.00	\$37,700.00	\$1,820.49	\$52,794.21	\$2,250.00	\$65,250.00	\$2,750.00	\$79,750.00
56105500	6 INCH INSERTING VALVES, MJ WITH VALVE BOX	2	Ea	15,000.00	\$30,000.00	\$11,000.00	\$22,000.00	\$11,912.92	\$23,825.84	\$16,000.00	\$32,000.00	\$14,000.00	\$28,000.00
56109432	6 INCH 90 DEGREE BENDS, MJ	2	Ea	600.00	\$1,200.00	\$250.00	\$500.00	\$457.30	\$914.60	\$750.00	\$1,500.00	\$675.00	\$1,350.00
56109418	6 INCH 45 DEGREE BENDS, MJ	9	Ea	600.00	\$5,400.00	\$250.00	\$2,250.00	\$363.75	\$3,273.75	\$750.00	\$5,625.00	\$650.00	\$5,850.00
56100005	6 INCH X 6 INCH TEE, MJ	35	Ea	900.00	\$31,500.00	\$350.00	\$12,250.00	\$480.26	\$16,809.10	\$1,000.00	\$35,000.00	\$950.00	\$33,250.00
56100004	6 INCH X 6 INCH HYDRANT TEE, MJ	9	Ea	1,000.00	\$9,000.00	\$450.00	\$4,050.00	\$520.35	\$4,683.15	\$1,100.00	\$9,900.00	\$850.00	\$7,650.00
X5610606	6 INCH GRIP RING ACCESSORY KITS	100	Ea	175.00	\$17,500.00	\$200.00	\$20,000.00	\$130.85	\$13,085.00	\$200.00	\$20,000.00	\$275.00	\$27,500.00
X5610616	6 INCH FIELDLOCK GASKETS	41	Ea	150.00	\$6,150.00	\$150.00	\$6,150.00	\$141.04	\$5,782.64	\$160.00	\$6,560.00	\$200.00	\$8,200.00
X12000020	6 INCH SLEEVE, MJ	12	Ea	700.00	\$8,400.00	\$250.00	\$3,000.00	\$380.92	\$4,571.04	\$750.00	\$9,000.00	\$600.00	\$7,200.00
56400601	6 INCH ANCHOR COUPLING	10	Ea	700.00	\$7,000.00	\$350.00	\$3,500.00	\$443.47	\$4,434.70	\$750.00	\$7,500.00	\$900.00	\$9,000.00
56400602	6 INCH OFFSET NIPPLE	7	Ea	750.00	\$5,250.00	\$450.00	\$3,150.00	\$613.95	\$4,297.65	\$800.00	\$5,600.00	\$750.00	\$5,250.00
56104800	4 INCH VALVE, MJ WITH VALVE BOX	1	Ea	1,750.00	\$1,750.00	\$1,900.00	\$1,900.00	\$1,573.47	\$1,573.47	\$2,000.00	\$2,000.00	\$1,950.00	\$1,950.00
56109416	4 INCH 45 DEGREE BENDS, MJ	2	Ea	500.00	\$1,000.00	\$150.00	\$300.00	\$314.45	\$628.90	\$700.00	\$1,400.00	\$350.00	\$700.00
X5610604	4 INCH GRIP RING ACCESSORY KITS	1	Ea	150.00	\$150.00	\$150.00	\$150.00	\$115.67	\$115.67	\$175.00	\$175.00	\$200.00	\$200.00
X0324929	4 INCH SLEEVE, MJ	1	Ea	500.00	\$500.00	\$150.00	\$150.00	\$320.65	\$320.65	\$700.00	\$700.00	\$485.00	\$485.00
56400605	FIRE HYDRANT, 4.5' BURY	20	Ea	5,000.00	\$100,000.00	\$3,600.00	\$72,000.00	\$5,139.37	\$102,787.40	\$6,000.00	\$120,000.00	\$7,000.00	\$140,000.00
56200320	1 INCH X 20 FT WATER SERVICE (SHORT) W/CORP & CURB STOP, BORED. TYPE II	28	Ea	3,000.00	\$84,000.00	\$2,000.00	\$56,000.00	\$2,570.56	\$71,975.68	\$3,500.00	\$98,000.00	\$4,500.00	\$126,000.00
56200350	1 INCH X 50 FT WATER SERVICE (LONG) W/CORP & CURB STOP, BORED. TYPE II	27	Ea	3,500.00	\$94,500.00	\$5,000.00	\$135,000.00	\$5,067.89	\$136,833.03	\$4,300.00	\$116,100.00	\$5,000.00	\$135,000.00
56200400	1.25 INCH X 20 FT WATER SERVICE (SHORT) W/CORP & CURB STOP, BORED. TYPE II	5	Ea	4,000.00	\$20,000.00	\$2,000.00	\$10,000.00	\$2,819.89	\$14,099.45	\$6,400.00	\$32,000.00	\$4,600.00	\$23,000.00
X5620096	1 INCH X 100 FT WATER SERVICE (LONG) W/CORP & CURB STOP, BORED. TYPE II	6	Ea	6,000.00	\$36,000.00	\$10,000.00	\$60,000.00	\$6,539.43	\$39,236.58	\$7,800.00	\$46,800.00	\$5,500.00	\$33,000.00
X5620101	1.25 INCH X 150 FT WATER SERVICE (LONG) W/CORP & CURB STOP, BORED. TYPE II	5	Ea	7,000.00	\$35,000.00	\$13,000.00	\$65,000.00	\$10,007.24	\$50,036.20	\$10,000.00	\$50,000.00	\$7,000.00	\$35,000.00
X5620000	INCIDENTAL PLUMBING REPAIRS	11	Ea	3,000.00	\$33,000.00	\$3,500.00	\$38,500.00	\$6,833.07	\$75,163.77	\$4,100.00	\$45,100.00	\$10,000.00	\$110,000.00
56400500	REMOVE FIRE HYDRANT AND ABANDON EXISTING VALVE	12	Ea	1,100.00	\$13,200.00	\$3,000.00	\$36,000.00	\$840.23	\$10,082.76	\$1,600.00	\$19,200.00	\$1,350.00	\$16,200.00
56108200	ABANDON EXISTING VALVE (REMOVE VALVE BOX)	16	Ea	800.00	\$12,800.00	\$3,000.00	\$48,000.00	\$153.08	\$2,449.28	\$1,400.00	\$22,400.00	\$975.00	\$15,600.00
X5630006	CUT AND CAP EXISTING 6" MAIN	7	Ea	1,400.00	\$9,800.00	\$2,500.00	\$17,500.00	\$1,443.02	\$10,101.14	\$1,500.00	\$10,500.00	\$2,000.00	\$14,000.00
20800150	TRENCH BACKFILL	4,260	Cu Yds	80.00	\$340,800.00	\$25.00	\$106,500.00	\$93.01	\$396,222.60	\$105.00	\$447,300.00	\$95.00	\$404,700.00
44213200	PAVEMENT SAW CUTS	17,000	Feet	7.00	\$119,000.00	\$5.00	\$85,000.00	\$1.87	\$31,790.00	\$5.25	\$89,250.00	\$5.00	\$85,000.00
44000600	5 INCH SIDEWALK REMOVAL	220	Sq Ft	5.00	\$1,100.00	\$6.00	\$1,320.00	\$4.82	\$1,060.40	\$10.00	\$2,200.00	\$4.50	\$990.00
42400200	5 INCH PORTLAND CEMENT CONCRETE SIDEWALK REPLACEMENT	220	Sq Ft	25.00	\$5,500.00	\$12.00	\$2,640.00	\$20.14	\$4,430.80	\$36.00	\$7,920.00	\$23.50	\$5,170.00
44000500	CURB AND GUTTER REMOVAL AND REPLACEMENT	100	Feet	200.00	\$20,000.00	\$7.00	\$700.00	\$125.93	\$12,593.00	\$190.00	\$19,000.00	\$165.00	\$16,500.00
59300100	CONTROLLED LOW STRENGTH MATERIAL	115	Cu Yds	250.00	\$28,750.00	\$150.00	\$17,250.00	\$158.09	\$18,180.35	\$155.00	\$17,825.00	\$160.00	\$18,400.00
X4060205	TEMPORARY PATCHES, 2 INCH	660	Sq Yds	80.00	\$52,800.00	\$50.00	\$33,000.00	\$73.29	\$48,371.40	\$60.00	\$39,600.00	\$75.00	\$49,500.00
44201701	CLASS D PATCHES, 5 INCH PAVEMENT	4,391	Sq Yds	120.00	\$526,920.00	\$130.00	\$570,830.00	\$108.31	\$475,589.21	\$100.00	\$439,100.00	\$130.00	\$570,830.00
44200976	CLASS B PATCHES, TY IV, 10 INCH PAVEMENT	60	Sq Yds	125.00	\$7,500.00	\$130.00	\$7,800.00	\$204.78	\$12,286.80	\$430.00	\$25,800.00	\$150.00	\$9,000.00
X4420684	CLASS B PATCHES, SPECIAL, TY IV, 10 INCH PAVEMENT	10	Sq Yds	175.00	\$1,750.00	\$200.00	\$2,000.00	\$555.57	\$5,555.70	\$740.00	\$7,400.00	\$500.00	\$5,000.00

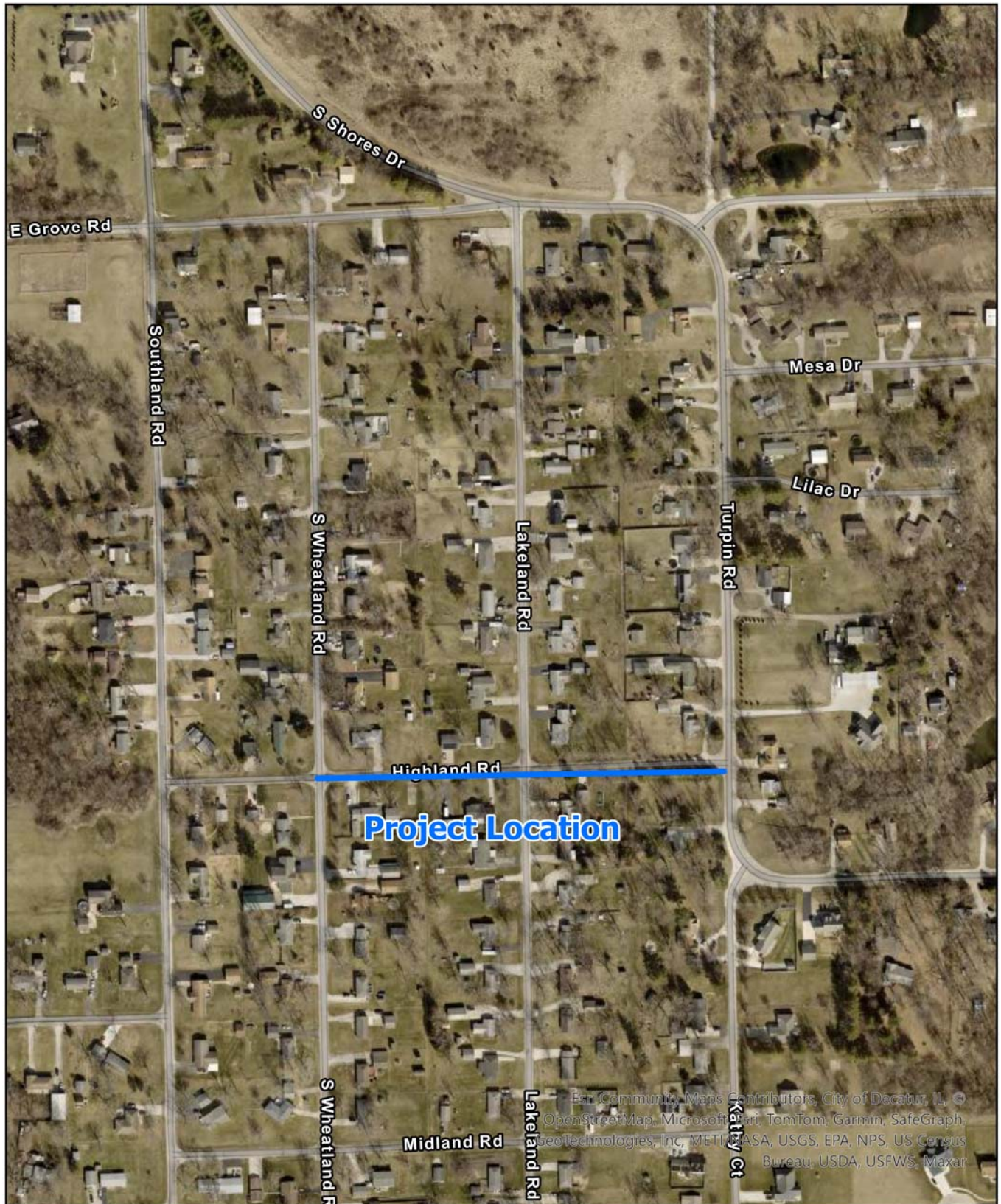
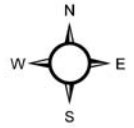
PROJECT NUMBER: 2024-10 PROJECT NAME: 2024 ANNUAL WATER MAIN PROJECT BID DATE: 6/13/2025 TIME: 11:00 A.M. FUND: WATER CAPITAL ORGANIZATION CODE: 81808118 OBJECT CODE: 488800					Engineer's Estimate City Engineering Division		EZELL EXCAVATING INC. 1574 COUNTY ROAD 100 N VILLA GROVE, IL 61956-9639 Contact Person ALEX EZELL 217-832-9066 EZELLEXCAVATING@OUTLOOK.COM		A&R 711 KETTERING PARK DRIVE URBANA, IL 61801 Contact Person JUSTIN WEIDNER 217-367-4227 JWEIDNER@AR-MECH.COM		BURDICK PLUMBING & HEATING P.O. BOX 496 DECATUR, IL 62525 Contact Person JEFFREY BURDICK 217-429-2385 JARED@BUDICKPLUMBING.COM		E.L. PRUITT COMPANY 3090 COLT ROAD SPRINGFIELD, IL 62707 Contact Person JOHN PRUITT BBARLOON@ELPRUITT.COM	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
44213206	NO. 6 TIE BARS	72	Ea	20.00	\$1,440.00	\$10.00	\$720.00	\$16.36	\$1,177.92	\$12.00	\$864.00	\$20.00	\$1,440.00	
44201298	NO. 12 DOWEL BARS	36	Ea	40.00	\$1,440.00	\$15.00	\$540.00	\$18.23	\$656.28	\$20.00	\$720.00	\$45.00	\$1,620.00	
44000200	DRIVEWAY PAVEMENT REMOVAL	20	Sq Yds	25.00	\$500.00	\$30.00	\$600.00	\$25.65	\$513.00	\$140.00	\$2,800.00	\$30.00	\$600.00	
44201681	ASPHALT DRIVEWAY REPLACEMENT	20	Sq Yds	175.00	\$3,500.00	\$400.00	\$8,000.00	\$285.60	\$5,712.00	\$315.00	\$6,300.00	\$200.00	\$4,000.00	
28000250	TEMPORARY EROSION CONTROL, SEEDING	80	LB	35.00	\$2,800.00	\$5.00	\$400.00	\$27.59	\$2,207.20	\$35.00	\$2,800.00	\$45.00	\$3,600.00	
28000400	TEMPORARY EROSION CONTROL, PERIMETER BARRIER	800	Feet	6.00	\$4,800.00	\$5.00	\$4,000.00	\$5.76	\$4,608.00	\$4.75	\$3,800.00	\$6.50	\$5,200.00	
25000100	SEEDING, CLASS 1 (LAWN MIXTURE) (100 lb/Acre)	70	LB	500.00	\$35,000.00	\$15.00	\$1,050.00	\$227.80	\$15,946.00	\$300.00	\$21,000.00	\$250.00	\$17,500.00	
25000500	PHOSPHORUS FERTILIZER NUTRIENT (90 lb/Acre)	57	LB	40.00	\$2,280.00	\$3.00	\$171.00	\$3.15	\$179.55	\$70.00	\$3,990.00	\$20.00	\$1,140.00	
25000600	POTASSIUM FERTILIZER NUTRIENT (90 lb/Acre)	57	LB	40.00	\$2,280.00	\$3.00	\$171.00	\$3.15	\$179.55	\$70.00	\$3,990.00	\$20.00	\$1,140.00	
25000400	NITROGEN FERTILIZER NUTRIENT (90 lb/Acre)	57	LB	40.00	\$2,280.00	\$3.00	\$171.00	\$3.15	\$179.55	\$70.00	\$3,990.00	\$20.00	\$1,140.00	
25100105	MULCH, METHOD 1 (2 Tons/acre)	2	Tons	2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$1,837.50	\$3,675.00	\$6,000.00	\$12,000.00	\$10,000.00	\$20,000.00	
X0327678	EXPLORATION EXCAVATIONS	19	Ea	800.00	\$15,200.00	\$2,500.00	\$47,500.00	\$943.27	\$17,922.13	\$1,200.00	\$22,800.00	\$900.00	\$17,100.00	
X0327651	12 INCH CASING PIPE	20	Feet	25.00	\$500.00	\$100.00	\$2,000.00	\$152.73	\$3,054.60	\$200.00	\$4,000.00	\$160.00	\$3,200.00	
70100010	TRAFFIC CONTROL	1	LSUM	89,000.00	\$89,000.00	\$8,000.00	\$8,000.00	\$39,505.61	\$39,505.61	\$50,000.00	\$50,000.00	\$150,000.00	\$150,000.00	
67100100	MOBILIZATION	1	LSUM	75,000.00	\$75,000.00	\$12,000.00	\$12,000.00	\$86,530.50	\$86,530.50	\$160,000.00	\$160,000.00	\$90,000.00	\$90,000.00	
Z0090000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	LSUM	375,000.00	\$375,000.00	\$375,000.00	\$375,000.00	\$375,000.00	\$375,000.00	\$375,000.00	\$375,000.00	\$375,000.00	\$375,000.00	
TOTAL					\$2,963,240.00		\$2,709,863.00		\$2,889,940.00		\$3,188,154.00		\$3,481,440.00	
ALTERNATE A														
X5611108	8 INCH POLYWRAPPED D.I.P. WATER MAIN	460	Feet	80.00	\$36,800.00	\$125.00	\$57,500.00	\$106.08	\$48,796.80	\$100.00	\$46,000.00	\$98.00	\$45,080.00	
56108806	6 INCH X 6 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	1	Ea	9,000.00	\$9,000.00	\$1,000.00	\$1,000.00	\$5,376.82	\$5,376.82	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	
56105000	8 INCH VALVE, MJ	1	Ea	2,750.00	\$2,750.00	\$2,000.00	\$2,000.00	\$2,928.70	\$2,928.70	\$3,500.00	\$3,500.00	\$3,450.00	\$3,450.00	
56101150	8 INCH X 6 INCH REDUCER, MJ	1	Ea	700.00	\$700.00	\$300.00	\$300.00	\$376.20	\$376.20	\$1,400.00	\$1,400.00	\$750.00	\$750.00	
X1200022	8 INCH SLEEVE, MJ	1	Ea	700.00	\$700.00	\$400.00	\$400.00	\$493.15	\$493.15	\$1,500.00	\$1,500.00	\$660.00	\$660.00	
X5610608	8 INCH GRIP RING ACCESSORY KITS	9	Ea	200.00	\$1,800.00	\$300.00	\$2,700.00	\$151.33	\$1,361.97	\$600.00	\$5,400.00	\$300.00	\$2,700.00	
X5610618	8 INCH FIELDLOCK GASKETS	4	Ea	150.00	\$600.00	\$300.00	\$1,200.00	\$48.73	\$194.92	\$400.00	\$1,600.00	\$250.00	\$1,000.00	
X5610606	6 INCH GRIP RING ACCESSORY KITS	2	Ea	175.00	\$350.00	\$200.00	\$400.00	\$129.58	\$259.16	\$500.00	\$1,000.00	\$275.00	\$550.00	
20800150	TRENCH BACKFILL	10	Cu Yds	80.00	\$800.00	\$35.00	\$350.00	\$81.11	\$811.10	\$200.00	\$2,000.00	\$95.00	\$950.00	
44213200	PAVEMENT SAW CUTS	100	Feet	7.00	\$700.00	\$8.00	\$800.00	\$2.10	\$210.00	\$10.00	\$1,000.00	\$5.00	\$500.00	
X4060205	TEMPORARY PATCHES, 2 INCH	10	Sq Yds	80.00	\$800.00	\$90.00	\$900.00	\$118.89	\$1,188.90	\$100.00	\$1,000.00	\$75.00	\$750.00	
44200976	CLASS B PATCHES, 8 INCH PAVEMENT	10	Sq Yds	120.00	\$1,200.00	\$200.00	\$2,000.00	\$477.00	\$4,770.00	\$600.00	\$6,000.00	\$150.00	\$1,500.00	
25000100	SEEDING, CLASS 1 (LAWN MIXTURE) (100 lb/Acre)	7	LB	500.00	\$3,500.00	\$20.00	\$140.00	\$538.92	\$3,772.44	\$300.00	\$2,100.00	\$250.00	\$1,750.00	
25000500	PHOSPHORUS FERTILIZER NUTRIENT (90 lb/Acre)	6	LB	40.00	\$240.00	\$5.00	\$30.00	\$3.60	\$21.60	\$70.00	\$420.00	\$20.00	\$120.00	
25000600	POTASSIUM FERTILIZER NUTRIENT (90 lb/Acre)	6	LB	40.00	\$240.00	\$5.00	\$30.00	\$3.60	\$21.60	\$70.00	\$420.00	\$20.00	\$120.00	
25000400	NITROGEN FERTILIZER NUTRIENT (90 lb/Acre)	6	LB	40.00	\$240.00	\$5.00	\$30.00	\$3.60	\$21.60	\$70.00	\$420.00	\$20.00	\$120.00	
25100105	MULCH, METHOD 1 (2 Tons/acre)	0.2	Tons	2,000.00	\$400.00	\$1,750.00	\$350.00	\$2,395.19	\$479.04	\$6,000.00	\$1,200.00	\$10,000.00	\$2,000.00	
TOTAL					\$60,820.00		\$70,130.00		\$71,084.00		\$79,960.00		\$69,000.00	
TOTAL BIDS (AS CORRECTED)					\$2,963,240.00		\$2,709,863.00		\$2,889,940.00		\$3,188,154.00		\$3,481,440.00	
Percent Over Under ENGINEER'S ESTIMATE							-8.60%		-2.47%		7.59%		17.49%	
TOTAL ALTERNATE A (AS CORRECTED)					\$60,820.00		\$70,130.00		\$71,084.00		\$79,960.00		\$69,000.00	
TOTAL BASE BID + ALTERNATE A (AS CORRECTED)					\$3,024,060.00		\$2,779,993.00		\$2,961,024.00		\$3,268,114.00		\$3,550,440.00	
PERCENT OVER UNDER ENGINEER'S ESTIMATE														

Paul E. Caswell, City Engineer

Date

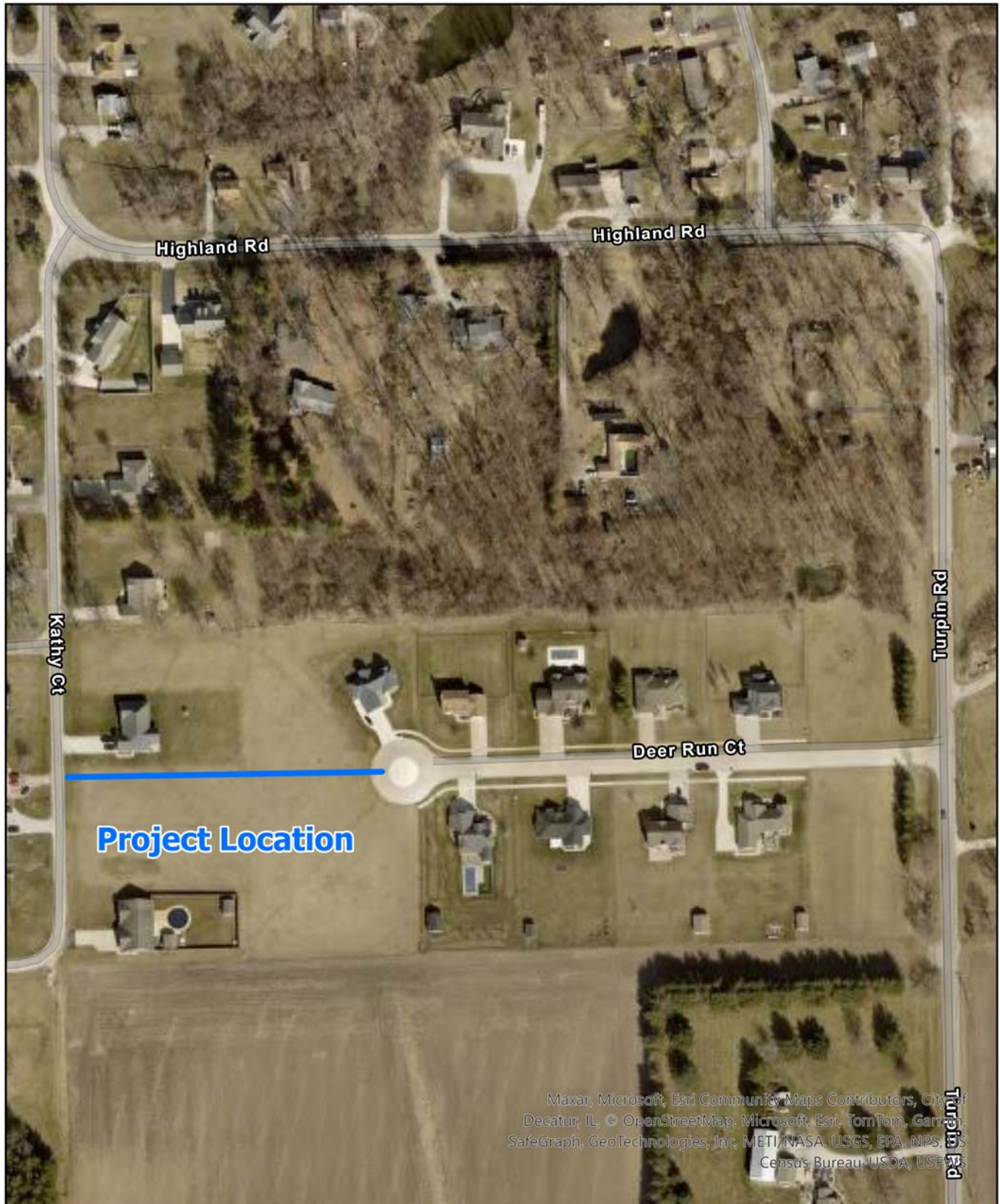
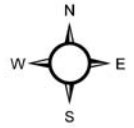


2024 Water Main Project Project 2024-10 Highland Road Extension



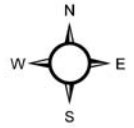


2024 Water Main Project Project 2024-10 Deer Run Extension



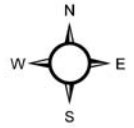


2024 Water Main Project Project 2024-10 Highland Place Replacement





2024 Water Main Project Project 2024-10 Martin Luther King Jr Drive Replacement



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Council Memo
Public Works Department
No. 2025-74

DATE: 7/7/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works
Lacie Elzy, Director of Transportation Services
Paul Caswell, City Engineer

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors, Inc. for the Transit Center Parking Lot Improvements Project, City Project 2024-13

SUMMARY RECOMMENDATION: It is recommended that the City Council approve the attached resolution awarding the contract for the Transit Center Parking Lot Improvements Project, City Project 2024-13, to Kinney Contractors, Inc., as the lowest responsible bidder in the amount of \$192,660.00 and that the Mayor be authorized to execute the contract and the City Clerk to attest.

Attachments to the Resolution include all contract documents except for standard “boilerplate” language and project specific drawings and specifications, general conditions, and standard provisions, common to all City Contracts. Anyone wishing to review the full set of contract documents may obtain copies from the City Clerk.

BACKGROUND:

Project Description

The Transit Center Parking Lot Improvements Project is funded by a Federal and State Grant provided to the City of Decatur Public Transit System (DPTS) for the improvement of the Senator Severns Transit Center Parking Lot which is heavily utilized. The purpose of the project is to remove and replace damaged pavement including driveway approaches, sidewalks, drive lanes, and curbing along with some of ADA improvements.

Project Location

Senator Severns Transit Center, 353 E William Street.

Letting Results

The project scope and specifications were prepared by the Engineering Division with input from the Decatur Public Transit staff. The project was advertised on April 2, 2025 and bids were opened on May 6, 2025. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Compared to Engineer’s Est. Over (Under)</u>
Kinney Contractors, Inc.	\$192,660.00	(30.44%)
Christy-Foltz Inc.	\$231,698.90	(16.34%)
Engineer’s Estimate	\$276,959.10	-----

Five contractors took out bid packages for the Transit Center Parking Lot Improvements Project, and two submitted bids. Kinney Contractors provided the lowest responsible bid at 30.44% below the engineer's estimate. Kinney Contractors has successfully completed many projects of this type for the City and the DPTS. Following approval by the Mayor and City Council, the contracts and bid tabulation will be forwarded to the Illinois Department of Transportation (IDOT) for final approval in accordance with the rules governing the disbursement of Federal and State Grant Funds.

The City's Minority Participation Goals cannot be used on this project using State and Federal grant funds. Federal and State guidelines must be followed.

LEGAL REVIEW: The project plans and specifications were sent to the Legal Department on June 5, 2025. Pre-bid and pre-award concurrence were approved by the State of Illinois.

PRIOR COUNCIL ACTION:

No previous Council actions have been taken on this project.

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

INPUT FROM OTHER SOURCES:

DPTS and IDOT

STAFF REFERENCE: Matthew Newell, Public Works Director; Paul Caswell, City Engineer; and Lacie Elzy, Economic & Community Development Director. Paul Caswell and Lacie Elzy will attend the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS: Budget Impact: Funding for this project is provided through a Federal and State Grant given to the DPTS. The total contract amount is \$192,660.00.

Staff Impact: Staff time has been allocated for this project.

ATTACHMENTS:

1. 2025-74 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Kinney Contractors for the Transit Center Praking Lot Improvemen
2. 2025-74 2024-13 Council Bid Tab

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH KINNEY CONTRACTORS, INC. FOR THE TRANSIT
CENTER PARKING LOT IMPROVEMENTS PROJECT, CITY PROJECT 2024-13**

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

Section 1. That the tabulation of bids received for City Project 2024-13, Transit Center Parking Lot Improvements Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Kinney Contractors, Inc. be accepted, and a contract awarded accordingly, and that said contract between Kinney Contractors, Inc. and the City of Decatur is for a total amount of \$192,660.00.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Kinney Contractors, Inc. attached hereto as Exhibit A and made part hereof, for said plan, in the amount of \$192,660.00.

PRESENTED and ADOPTED this 7th day of July, 2025.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 2nd day of June, 2025, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Kinney Contractors Inc., hereinafter called the "Contractor".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Owner agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"Transit Center Parking Lot Improvements" City Project 2024-13**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete by 11/28/2025.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids
Information for Bidders
Bid
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond
Addenda

General Conditions
Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Supplemental Specifications
Standard Drawings
Appendices

CONTRACT

The above-named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

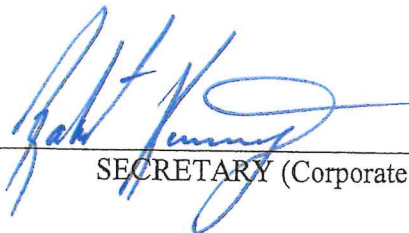
6. It is agreed by the parties to this Contract that this Contract shall be executed in quadruplicate, one copy for the Contractor, and three copies for the Owner.

ATTEST:

CITY OF DECATUR, ILLINOIS

DEPUTY CITY CLERK

By _____
MAYOR



SECRETARY (Corporate Seal)

Kinney Contractors Inc.

By 

PRESIDENT

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 2nd day of June

A.D. 25

PRINCIPAL

William L Kinney
Kinney Contractors, Inc.

By: William L Kinney Pres
(Signature & Title)

Attest: Robert J Kinney V. Pres
(Signature & Title)

By: _____
(Company Name)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF Montgomery

I, Mark Viehweg, a Notary Public in and for said county, do hereby certify that

William L Kinney and Robert J Kinney

(Insert names of individuals signing on behalf of PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this

16th day of May A.D. 2025

My commission expires 2/7/28

Mark Viehweg
Notary Public



(SEAL)

Selective Insurance Company Of America

(Name of Surety)

SURETY

By: Connie Smith
(Signature of Attorney-in-Fact)

(SEAL)

STATE OF ~~ILLINOIS~~ WICOUNTY OF St. Croix

I, Samuel Duchow, a Notary Public in and for said county, do hereby certify that

Connie Smith

(Insert names of individuals signing on behalf of SURETY)

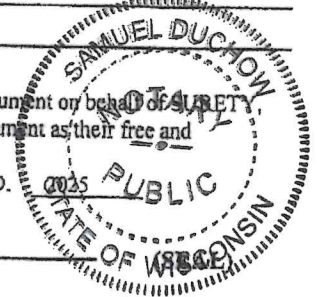
who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this

2nd day of June A.D. 2025

My commission expires 10/12/2025

Samuel Duchow
Notary Public



CITY OF DECATUR

Approved this _____ day of _____, A.D. _____

Attest:

Kim Althoff, City Clerk

City Council

City of Decatur, Illinois

City

Clerk

Mayor

SELECTIVE

BE UNIQUELY INSUREDSM

Selective Insurance Company of America

40 Wantage Avenue

Branchville, New Jersey 07890

973-948-3000

Bond No. B 1334641

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Connie Smith**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **One Hundred Ninety Two Thousand Six Hundred Sixty Dollars (\$192,660.00)**

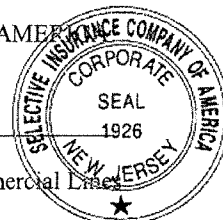
Signed this 2nd day of June, 2025

SELECTIVE INSURANCE COMPANY OF AMERICA

By:

Brian C. Sarisky

Its SVP, Strategic Business Units, Commercial Lines



STATE OF NEW JERSEY :

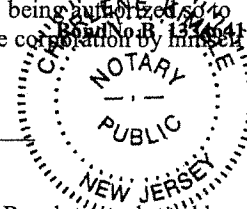
:ss. Branchville

COUNTY OF SUSSEX :

On this 2nd day of June, 2025 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being duly sworn, do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

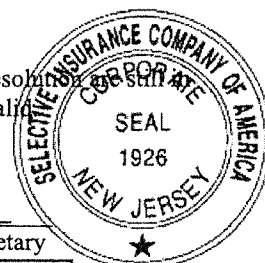
"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 2nd day of June, 2025

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)

CERTIFIED COPY

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
TRANSIT CENTER PARKING LOT IMPROVEMENTS
CITY PROJECT 2024-13

Base Bid						
WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION	
28000500	INLET AND PIPE PROTECTION	EACH	7.0	<u>250.00</u>	<u>1,750.00</u>	
35101600	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	418.7	<u>24.00</u>	<u>10,048.80</u>	
42400200	PCC SIDEWALK, 5 INCH	SQ FT	202.0	<u>26.00</u>	<u>5,252.00</u>	
42400420	PCC SIDEWALK, 9 INCH	SQ FT	414.3	<u>31.00</u>	<u>12,843.30</u>	
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	55.3	<u>36.00</u>	<u>1,990.80</u>	
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	108.7	<u>35.00</u>	<u>3,804.50</u>	
44000600	SIDEWALK REMOVAL	SQ FT	202.0	<u>10.00</u>	<u>2,020.00</u>	
44200956	CLASS B PATCHES, TYPE II, 9 INCH	SQ YD	31.7	<u>230.00</u>	<u>7,291.00</u>	
44200962	CLASS B PATCHES, TYPE III, 9 INCH	SQ YD	74.4	<u>228.00</u>	<u>16,963.20</u>	
44200964	CLASS B PATCHES, TYPE IV, 9 INCH	SQ YD	118.9	<u>226.00</u>	<u>26,871.40</u>	
44201297	DOWEL BARS, 1 INCH	EACH	230.0	<u>30.00</u>	<u>6,900.00</u>	
44213200	SAWCUTS	FOOT	1,800.0	<u>10.00</u>	<u>18,000.00</u>	
44213204	TIE BARS, 3/4"	EACH	260.0	<u>22.00</u>	<u>5,720.00</u>	
60260100	INLETS TO BE ADJUSTED	FOOT	6.0	<u>1,100.00</u>	<u>6,600.00</u>	
60604500	COMB CONCRETE CURB AND GUTTER TYPE B-6.18(ABUT PVT)	FOOT	108.7	<u>130.00</u>	<u>14,131.00</u>	
X6060068	COMB CONCRETE CURB AND GUTTER TYPE B (SPL)(ABUT PVT)	FOOT	249.8	<u>130.00</u>	<u>32,474.00</u>	
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LSUM	1.00	<u>\$20,000</u>	<u>\$20,000</u>	

Total Base Bid: \$ 192,660.00

Total Base Bid in Words: one hundred ninety two thousand six hundred and sixty dollars

PROJECT NUMBER: 2024-13 PROJECT NAME: TRANSIT CENTER PARKING LOT IMPROVEMENTS BID DATE: 5/6/2025 TIME: 10:00 a.m. FUND: MASS TRANSIT CAPITAL ORGANIZATION CODE: 70417055 OBJECT CODE: 450300					Engineer's Estimate City Engineering Division		KINNEY CONTRACTORS INC. 19342 E. FRONTAGE RD. RAYMOND, IL 62560 Contact Person MARK KENNEY 217-229-3322 kinney@roadbuilder.net		CHRISTY-FOLTZ INC. 740 S. MAIN ST. DECATUR, IL 62521 Contact Person KIM KENNEY 217-428-8601 TYLERM@CHRISTY-FOLTZ.COM	
---	--	--	--	--	--	--	--	--	--	--

Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
28000500	INLET AND PIPE PROTECTION	7.00	EACH	\$200.00	\$1,400.00	\$250.00	\$1,750.00	\$330.00	\$2,310.00
35101600	AGGREGATE BASE COURSE, TYPE B 4"	418.70	SQ YD	\$50.00	\$20,935.00	\$24.00	\$10,048.80	\$30.00	\$12,561.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	202.00	SQ FT	\$35.00	\$7,070.00	\$26.00	\$5,252.00	\$20.00	\$4,040.00
42400420	PORTLAND CEMENT CONCRETE SIDEWALK 9 INCH	414.30	SQ FT	\$55.00	\$22,786.50	\$31.00	\$12,843.30	\$30.00	\$12,429.00
44000200	DRIVEWAY PAVEMENT REMOVAL	55.30	SQ UD	\$60.00	\$3,318.00	\$36.00	\$1,990.80	\$73.00	\$4,036.90
44000500	COMBINATION CURB AND GUTTER REMOVAL	108.70	FOOT	\$40.00	\$4,348.00	\$35.00	\$3,804.50	\$40.00	\$4,348.00
44000600	SIDEWALK REMOVAL	202.00	SQ FT	\$7.00	\$1,414.00	\$10.00	\$2,020.00	\$18.00	\$3,636.00
44200956	CLASS B PATCHES, TYPE II, 9 INCH	31.70	SQ YD	\$275.00	\$8,717.50	\$230.00	\$7,291.00	\$275.00	\$8,717.50
44200962	CLASS B PATCHES, TYPE III, 9 INCH	74.40	SQ YD	\$275.00	\$20,460.00	\$228.00	\$16,963.20	\$275.00	\$20,460.00
44200964	CLASS B PATCHES, TYPE IV, 9 INCH	118.90	SQ YD	\$250.00	\$29,725.00	\$226.00	\$26,871.40	\$275.00	\$32,697.50
44201297	DOWEL BARS 1"	230.00	EACH	\$28.87	\$6,640.10	\$30.00	\$6,900.00	\$19.00	\$4,370.00
44213200	SAW CUTS	1800.00	FOOT	\$10.00	\$18,000.00	\$10.00	\$18,000.00	\$13.00	\$23,400.00
44213204	TIE BARS 3/4"	260.00	EACH	\$25.00	\$6,500.00	\$22.00	\$5,720.00	\$17.00	\$4,420.00
60260100	INLETS TO BE ADJUSTED	6.00	EACH	\$2,400.00	\$14,400.00	\$1,100.00	\$6,600.00	\$3,000.00	\$18,000.00
60604500	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18 (ABUTTING EXISTING PAVEMENT)	108.70	FOOT	\$150.00	\$16,305.00	\$130.00	\$14,131.00	\$150.00	\$16,305.00
X6060068	COMBINATION CONCRETE CURB AND GUTTER, TYPE B (SPECIAL) (ABUTTING EXISTING PAVEMENT)	249.80	FOOT	\$300.00	\$74,940.00	\$130.00	\$32,474.00	\$160.00	\$39,968.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1.00	LSUM	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
TOTAL BIDS (AS CORRECTED)					\$276,959.10		\$192,660.00		\$231,698.90
Percent Over Under ENGINEER'S ESTIMATE							-30.44%		-16.34%



Paul E. Caswell, City Engineer

5/9/2025

Date

Council Memo
Public Works Department
No. 2025-76

DATE: 7/7/2025

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Matt Newell, Director of Public Works

SUBJECT:

Resolution Authorizing the Execution of an Agreement for the Park Place Brick Entryway Improvement Project City Project 2025-26

SUMMARY RECOMMENDATION: It is recommended that the City Council authorize the Mayor to sign, and the City Clerk to attest, to a resolution authorizing an agreement between the City of Decatur and Bruckner Masonry in the amount of \$37,780, which includes the agreement amount of \$33,780 and a \$4,000 project contingency.

BACKGROUND:

The brick entryway for the Park Place neighborhood is located on public right of way and under City maintenance. The condition of the entryway continues to deteriorate and is in need of improvement to bring it back into a stable condition where it can continue as an ongoing enhancement to the neighborhood. Qualified local brick contractors are difficult to find. The City approached Western Specialty Contractors (Quote: \$64,035) and Bruckner Masonry (Quote: \$33,780) to review the entryway and propose on the improvement work needed. Bruckner Masonry submitted the low quote for the proposed improvements in the amount of \$33,780. Bruckner has completed acceptable work for the City previously and have a good reputation for masonry work. Due to the limited nature of this project, minority goals were not required. Bruckner will complete all work with their own forces. Prevailing Wage requirements will be followed for this work.

LEGAL REVIEW:

PRIOR COUNCIL ACTION:

There has been no prior Council action on this project.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Purchasing Division

STAFF REFERENCE: Matt Newell, Public Works Director; Paul Caswell, City Engineer. Paul Caswell will be at the City Council meeting to answer any questions the Council may have about this project.

BUDGET/TIME IMPLICATIONS: Budget Impact: The project authorization amount is \$37,780, which includes the agreement amount of \$33,780 and a \$4,000 project contingency. Funding will be from the Council Economic Development Fund.

Staff Impact: City staff will manage this project with current staffing.

ATTACHMENTS:

1. 2025-76 Resolution Authorizing the Execution of an Agreement for the Park Place Brick Entryway Improvement Project, City Project 2025-26
2. 2025-76 Park Place Brick Entryway Photos

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
THE PARK PLACE BRICK ENTRYWAY IMPROVEMENT PROJECT
CITY PROJECT 2025-26**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A, regarding the Park Place Brick Entryway Improvement Project, City Project 2025-26, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Bruckner Masonry in the amount of 33,780 and that a project contingency of \$4,000 be authorized for a total authorized expenditure of \$37,780.

PRESENTED AND ADOPTED THIS 7th day of July 2025.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2025, by and between BRUCKNER MASONRY, hereinafter called the Contractor, and THE CITY OF DECATUR, ILLINOIS, hereinafter called the City.

WITNESSETH, that the Contractor and the City for the consideration stated herein mutually agree as follows:

1. STATEMENT OF WORK

The Contractor shall furnish all required supervision, labor, materials, machinery, tools, equipment, insurance and services and in an efficient and workmanlike manner perform and complete the following specified work and in accordance with the proposal provided in Exhibit A hereto attached and hereby made a part of this agreement; which form a part of this contract as fully as if they were herein repeated.

This project is to perform masonry restoration work on the Park Place entrance located at Park Place/West Main Street. The work will include:

- a. The repair of stone patching to match as close as possible the existing stonework.
- b. Perform tuckpointing where necessary.
- c. Remove and replace loose or damaged bricks to match existing.
- d. Power wash and seal the entire entry way structures/pillars on the east and west sides of the street.

2. THE CONTRACT PRICE

The City will pay the Contractor for performance of the contract, in current funds, the sum of **Thirty Three Thousand Seven Hundred Eighty Dollars** (\$33,780). The City before making payment may require the contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, for work under this contract if it is deemed necessary to protect its interests.

3. SUBCONTRACTS

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has received from the City written approval of such agreement or permission other than those subcontracts required under Federal, State and local laws, ordinances, codes and regulations.

4. PERMITS AND CODES

The contractor shall give all notices required by, and shall comply with all applicable Federal, State, and local laws and ordinances, codes and regulations; and shall obtain a permit for all work described herein for which such a permit is required.

5. CARE OF WORK

The Contractor shall be responsible for all damages to person or property that occur as a result of their fault or negligence in the connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the City whether or not the same has been covered in whole or in part by payments made by the City.

6. IDEMNIFICATION OF THE CITY OF DECATUR

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois from liability for any injury or damages to persons or property resulting from his prosecution of work under the contract or failure to comply with any of the conditions or provisions of this contract.

7. INSURANCE

- a. The Contractor shall carry or require that there be carried Workmen's Compensation for all his employees and those of his subcontractors engaged in work at the various sites in accordance with laws of the State of Illinois.
- b. The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance in an amount not less than \$500,000 per occurrence combined single limit for bodily injury and property damage, which insurance shall include contractual liability coverage, to protect the contractor and his subcontractor and the City against claims for injury or death or damage to property due to accidents which may occur or result from operations under this contract. Such insurance shall cover the use of all equipment, hoists and motor vehicles on the site or otherwise engaged in the prosecution of the work required hereunder.

8. GUARANTEE

The Contractor shall guarantee the work performed for a period of one year from the date of final acceptance of all the work required by this agreement. Furthermore, the Contractor must furnish the City of Decatur, acting on behalf of the owner, all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the Contract. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall, upon written direction of the City of Decatur, acting on behalf of the owner, be corrected and made good by the Contractor at the contractor's expense.

9. INTEREST OF CERTAIN OFFICIALS

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this contract pertains, shall have any private interest, direct or indirect, in this contract.

10. INSPECTION BY CITY

The City shall have the right to inspect the work at all times and at the completion thereof. The City, through the representatives designated by it, shall determine whether the Contractor has or is complying with the terms hereof and whether the Contractor has completed the work required in accordance with the terms hereof. Decisions of such representatives shall be final.

11. TIME FOR COMPLETION AND TERMINATION OF CONTRACT

- a. The work which the Contractor is required to perform under this contract shall be commenced within fifteen (15) days after the execution of this contract and written authorization to proceed from the City. NO WORK SHALL BEGIN PRIOR TO RECEIVING WRITTEN AUTHORIZATION TO PROCEED FROM THE CITY. The work which the Contractor is required to perform under this contract shall be fully completed within _____ consecutive calendar days following execution of this contract and written authorization to proceed from the City. A 1% per day penalty may be assessed for work exceeding the required completion days. Such penalty may be set off by the City against any final payment otherwise due and owing under this agreement. City may further delay commencement of the work by notifying contractor in writing. Thereafter, contractor shall commence work within fifteen (15) days after notice from City canceling the delay.
- b. In the alternative, if the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified, or as amended, the City may, by written notice, terminate the Contractor's right to proceed with the work. Upon such termination, the City may take over the work and prosecute same to completion, by contract or otherwise. The Contractor shall be liable to the City for any additional cost incurred by the City in its completion of the work.

12. DEBRIS DISPOSAL

The Contractor will be required to deposit all waste resulting from the demolition in a properly licensed landfill. All documentation required and provided to the City before payment under the terms of this contract.

13. CANCELLATION

The City reserves the right to terminate this agreement for convenience or any other reason at any time prior to the start of work by notifying the contractor in writing without any liability or damages or claim to damages from the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

BRUCKNER MASONRY

By: _____

THE CITY OF DECATUR, ILLINOIS
Purchasing & Internal Services Division

By: _____
Kelly Harrison
Procurement Officer

Attachments: Exhibit A

EXHIBIT A

Bruckner Masonry
10107 N. Woods Trail
Argenta, IL 62501

May 20, 2025

Re: City of Decatur Park Place Column Work

We propose to supply all the equipment, material, labor, insurance, and applicable taxes to complete column restoration/replacement for Park Place, Decatur, IL.

South Side Columns - \$33,780

- Tuckpointing
- Stone replacement
- Full restoration and clean up/trash removal

North Side Columns - \$27,135

- Tear down and removal of columns and foundations
- Replacement of foundations
- Replacement of columns to match the South Side columns
- Clean up/trash removal

If you have any questions, please feel free to contact me.

Ken Luttrell

217-201-2217





ORDINANCE NO. 2025-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR IN CENTRAL PARK
-UNITED WAY OF DECATUR AND MID ILLINOIS-**

WHEREAS, United Way of Decatur and Mid Illinois has planned a music festival, “Music in the Park”, on Friday, July 11, 2025, and Friday, August 15, 2025, in Central Park; and,

WHEREAS, it is the intention of United Way of Decatur and Mid Illinois to offer alcoholic beverages for sale to its patrons 21 and older for consumption on Friday, July 11, 2025, and Friday, August 15, 2025; and,

WHEREAS, such consumption of alcoholic liquor in Central Park requires the express approval of the City Council; and,

WHEREAS, the Council finds that it would be in the best interest of the United Way of Decatur and Mid Illinois and of the City of Decatur that such consumption of alcoholic liquor as described be permitted for said limited time period.

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

Section 1. That on the days listed herein, and only on such days, between the hours listed, alcoholic beverages may be consumed in Central Park located in downtown Decatur, on said days and hours being particularly described as follows:

Friday, July 11, 2025, from 5pm-11pm
Friday, August 15, 2025, from 5pm-11pm

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon United Way of Decatur and Mid Illinois providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending these events and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by United Way of Decatur and Mid Illinois.

Section 5. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 7th day of July 2025.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



United Way of Decatur & Mid-Illinois

June 20, 2025

Mayor Julie Moore-Wolfe & City Council
City of Decatur
One Gary K. Anderson Plaza
Decatur, IL 62522

Dear Mayor Wolf and City Council Members:

We are writing to formally request permission to host two evenings of live music in Central Park this summer, in partnership with Neill Dresen of Donnie's Homespun Pizza. Mr. Dresen and his experienced team will manage the events, providing live musical entertainment as well as food and beverage service, including the sale of alcoholic beverages.

These events—"Donnie's Homespun Pizza's Music in the Park, benefiting United Way of Decatur & Mid-Illinois"—are designed to raise public awareness about the programs offered by United Way of Decatur & Mid-Illinois. Additionally, they will provide an opportunity to generate further financial support for our work in the community.

The proposed event dates are Friday, July 11, and Friday, August 15, 2025. Each event will run from 5:00 p.m. to 11:00 p.m., with setup beginning at 1:00 p.m. and cleanup concluding by 12:00 a.m.

These nights will be structured as Open Mic Nights, with a lineup of quality entertainers curated by Mr. Dresen, whose reputation for booking outstanding talent is well known in the area.

Thank you for your consideration of this request. We believe these events will be a fun and meaningful way to engage the community while supporting a great cause.

Sincerely,

A handwritten signature in black ink, appearing to read "Debbie Bogle".

Debbie Bogle, President
United Way of Decatur & Mid-Illinois



UNITWAY-01

CHRISTIB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/20/2025

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 Dansig Incorporated 111 East Decatur St. Decatur, IL 62521	CONTACT NAME: Christi Boland	
	PHONE (A/C, No, Ext): (217) 451-9034	FAX (A/C, No): (217) 451-9034
	E-MAIL ADDRESS: christib@dansig.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED United Way of Decatur and Mid-Illinois 201 West Eldorado Street Decatur, IL 62522	INSURER A : CSU Producer Resources, Inc	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		CSU 0258138	7/11/2025	8/16/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$
	☐ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR						PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB ☐ CLAIMS-MADE						
	☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N		N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐
A	Liquor Liability			CSU 0258138	7/11/2025	8/16/2025	E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Music in the Park - 214 N Franklin St, Decatur, IL 62523 7/11/25, 8/15/25

The following is listed as additional insured - City of Decatur

CERTIFICATE HOLDER

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

City of Decatur
1 Gary K Anderson Plaza
Decatur, IL 62523

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

United Way of Decatur and Mid Illinois, hereafter referred to as the “sponsoring agency”, for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property for “Music in the Park” on Friday, July 11, 2025 and Friday, August 15, 2025 by the sponsoring agency, its officers, agents, employees and registrants:

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency’s insurance will be primary.

For City of Decatur, Illinois:

For Sponsoring Agency:
United Way of Decatur and Mid Illinois



Authorized Representative

Authorized Representative

6/20/2025

Date

Date