

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN AGREEMENT WITH PINION LLC, FOR SERVICES, WITH THE REGIONAL CONSERVATION PARTNERSHIP PROGRAM

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, and made a part hereof, between the City of Decatur, Illinois, and Pinion LLC, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager be, and is hereby, authorized and directed to execute said agreement between the City of Decatur, Illinois and Pinion LLC, for a cost not to exceed \$900,000.

PRESENTED and ADOPTED this 15th day of April 2024.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Exhibit A

CITY OF DECATUR
STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into between the City of Decatur, Illinois, an Illinois home rule municipal corporation (“City”), and Pinion LLC (“Contractor/Consultant”), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SECTION 1. SCOPE OF WORK

A. DESCRIPTION

The professional services to be provided to the City under this Agreement shall be:

Pinion will provide Technical Service Provider (TSP) and other design services for the Lake Decatur Water Quality Initiative (RCPP Project ID #2024-55). Specific professional services will be further outlined in “Exhibit A”.

and/or as more particularly set forth as Exhibit “A,” attached and incorporated by reference herein and made a part of this Agreement hereof.

B. NAME/NUMBER

The name of the Project under which this Agreement applies is the Regional Conservation Partnership Program grant and the City Project Number is 2024-55.

C. CHANGE

The only work that shall be performed is that as described and set forth in Exhibit A and is the only work authorized to be performed under this Agreement. Should the size, complexity or other variable of the project exceed the amount of work contemplated by this contract or set forth in the Scope of Work, **WRITTEN** authorization in the form of a Change Order **MUST** be obtained from the Director of Public Works of the City to perform extra work **PRIOR** to any extra work actually being performed or undertaken. The cost or expenses incurred in performing any work prior to written authorization as described in paragraph 1(C) shall not be paid by the City nor reimbursed by the City. The sum of all work authorized by this agreement plus any change orders that may be approved shall not exceed that which is authorized by the City Council.

SECTION 2. TIME

A. START DATE

The Parties agree that the start date for the work to be performed as set forth in Exhibit A shall be April 20, 2024.

B. COMPLETION DATE

The Parties agree that the estimated completion date shall be December 1, 2028.

C. TIME

The Parties recognize and agree that time is an important element of this Agreement.

SECTION 3. GENERAL

A. SUCCESSORS AND ASSIGNS.

The parties each agree to bind 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 set forth elsewhere in this Agreement, neither party shall assign, sublet, or transfer their respective interests in this Agreement 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 parties to this Agreement.

B. DOCUMENTS.

All drawings, specifications, reports, records, plans, electronic files or other documents that are produced or developed for the City as part of the Scope of Work of this Agreement are public documents and shall be deemed to be owned by the City and shall remain property of the City whether the Project is completed or not.

C. INFORMATION

The City shall furnish, at the City's expense, all information, requirements, reports, data, surveys and other records required by this Agreement. The parties agree that such information may be used in performing services required under this Agreement and that the parties are entitled to rely upon the accuracy and completeness thereof.

D. SEVERABILITY

If any section, terms or provisions of this Agreement or the application thereof shall 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.

E. DRUG FREE WORKPLACE

The Contractor/Consultant agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq.. If the Contractor/Consultant has twenty-five (25) or more employees or this Agreement is for more than Five Thousand Dollars (\$5000.00), the City shall be provided the Drug Free Workplace Certification .

F. BID RIGGING, ROTATION

In accordance with the Illinois Criminal Code, the Contractor/Consultant certifies that it is not barred from bidding on contracts as a result of a violation of any section or subsection of the Bid Rigging or Bid Rotating Statutes of the Illinois Criminal Code.

G. FEDERAL FUNDING

If Federal funds are utilized as a source of Project funding, the Contractor/Consultant shall abide by the terms of all Federal requirements in the performance of duties hereunder.

H. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Agreement shall be construed to make the Contractor/Consultant an employee or partner of the City. The Contractor/Consultant shall at all times hereunder be construed to be an independent contractor.

E. EQUAL EMPLOYMENT OPPORTUNITY.

The Contractor/Consultant agrees to abide by and comply with the City's Equal Employment Opportunity Clause attached as Exhibit B, attached and incorporated by reference herein and made a part of this Agreement hereof.

SECTION 4. PAYMENT

A. AMOUNT.

Payment for services under this Agreement shall be no more than \$720,000 Dollars (\$180,000.00) for each of the 5 years.

B. METHOD OF COMPENSATION.

The basis for compensation shall be payment for all hours worked on the project based on the indicated rate for the class of personnel shown on the current Direct Hourly Labor Costs in effect, as shown on Exhibit C, attached and incorporated by reference herein and made a part of this Agreement hereof, plus reimbursable expenses with a fixed upper limit as noted above in paragraph 4(A).

C. REIMBURSABLE EXPENSES

Reimbursable Expenses means the actual expenses incurred directly or indirectly in connection with the work including but not limited to transportation and subsistence, toll telephone calls, reproduction of printing and outside consultants.

D. INVOICE

Monthly invoices for services and reimbursable expenses may be submitted to the City based upon the proportion of the actual work completed at the time of billing. Invoices shall include a description of work completed, work remaining to be completed and the percentage completed based on the scope of work. Each invoice shall be accompanied by an Invoice Data Sheet as shown in Exhibit D, attached and incorporated by reference herein and made a part of this Agreement hereof. If the Contractor/Consultant prefers, the Invoice Data sheet may serve as the Consultant/Contractor's invoice.

E. TIME OF PAYMENT

Unless provided for otherwise, payments for professional services will be due and payable upon the receipt of the invoice for services and reimbursable expenses.

F. LATE PAYMENT

The parties agree that the Local Government Prompt Payment Act does not apply to this Agreement and no penalty for late payment shall apply or be sought against the City.

SECTION 5. TERMINATION

A. NOTICE

This Agreement may be terminated in whole or in part in writing by either party after giving written notice of not less than (15) calendar days to the other party of the intent to terminate.

B. WORK PRODUCT

Upon receipt of a notice to terminate from the City pursuant to this Agreement, all services affected shall be discontinued by the other party and the other party shall 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 in performing the work under this Agreement, whether completed or in process.

C. COMPLETION OF WORK

Upon termination pursuant to this Agreement, the City may take over the work and complete the same by agreement with another party or otherwise.

D. PAYMENT

Upon termination pursuant to this Agreement, the City shall pay for all services and reimbursable expenses rendered to the date of termination as set forth in Section 4 of this Agreement.

SECTION 6. NOTICES

Any notices sent or required to be sent pursuant to the terms of this Agreement shall be sent via United States Postal Delivery first class and shall be made to the parties as set forth below and shall be considered sent on the date mailed.

CITY OF DECATUR:
Watershed and Lake Manager
City of Decatur
#1 Gary K. Anderson Plaza
Decatur, IL 62523
217.424.2834

CONTRACTOR/CONSULTANT:
Contact Person Name: Theodore J. "Quint" Shambaugh
Firm: Pinion
Street: 2700 N. Main Street
City, State, Zip: Moweaqua, IL 62550
Office Phone: 217.561.8009
Mobile Phone: 217.561.8009

SECTION 7. HOLD HARMLESS AND INDEMNIFICATION.

Contractor/Consultant 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 Contractor/Consultant in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Contractor/Consultant or its subcontractors.

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

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Contractor/Consultant under the terms of the Agreement. The Contractor/Consultant shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Contractor/Consultant's own judgment, may be necessary for the Contractor/Consultant'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.

SECTION 8. GUARANTEE

The Contractor/Consultant shall perform its services in compliance with applicable standards of professional care and warrants its work and that of any Sub-Contractors/Sub-Consultants employed by the Contractor/Consultant meets such standards of professional care. The Contractor/Consultant shall not be required to guarantee the work of any Contractor/Consultant or Sub-Contractors/Sub-Consultants employed by the City. Unless specifically included in the scope of work for this project, the Contractor/Consultant shall have no authority to stop the work of contractors or consultants employed by the City, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids.

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

DATED this _____ day of _____, 2_____.

THE CITY OF DECATUR, ILLINOIS

BY: _____
MAYOR

ATTEST:

CITY CLERK

CONTRACTOR/CONSULTANT

BY: 

ITS: Principal


ATTEST:

ITS: Manager

Exhibit A

SCOPE OF WORK

Theodore J. "Quint" Shambaugh V, MBA
NRCS TSP Level III Conservationist
Principal
Pinion
2700 N. Main St. Moweaqua, IL 62550

2/12/2024

Keith Alexander
Water Production Manager
City of Decatur, Illinois
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523

Scope of Services - Lake Decatur Watershed Initiative (RCPP Project ID #2024-55),

Pinion will provide Technical Service Provider (TSP) and other design services for the Lake Decatur Water Quality Initiative (RCPP Project ID #2024-55). Pinion will dedicate the staff outlined in **Appendix A**. Task 1 services described herein are provided for reference and will not be billed to the City of Decatur. Task 1 represents services provided directly to landowners enrolled in the RCPP through practice payments awarded by the United States Department of Agriculture (USDA). Task 2 services will be billed to the City under the RCPP supplemental funding pool and fully reimbursed by the USDA.

Nutrient Management Plans, Conservation Planning, & Associated Compensation

Task 1 – Land Management Practice Payment TSP Services

When specifically developing Nutrient Management Plans (Code 157) and Conservation Plans (Code 199), through Land Management practice payments, Pinion will charge no more than the **published practice reimbursement rate**. The **published practice rate** sheet and images of the plans and specific practices follow: [Illinois-RCPP18-2724-FY24-Payment-Schedule.pdf](https://www.usda.gov/sites/default/files/2024-02/illinois-rcpp18-2724-fy24-payment-schedule.pdf) ([usda.gov](https://www.usda.gov))

Published Practice Rates

157	Nutrient Management Design and Implementation Activity	Design Nutrient Management for 101 to less than 300 Acres and No Manure	No	\$4,340.34
157	Nutrient Management Design and Implementation Activity	Design Nutrient Management for greater than 101 Acres and less than or equal to 300 Acres Fertilizer and Manure	No	\$7,595.59
157	Nutrient Management Design and Implementation Activity	Design Nutrient Management for greater than 300 Acres and No Manure	No	\$5,425.42
157	Nutrient Management Design and Implementation Activity	Design Nutrient Management for greater than 300 Acres Fertilizer and Manure	No	\$9,223.22
157	Nutrient Management Design and Implementation Activity	Design Nutrient Management for less than or equal to 100 Acres and No Manure	No	\$3,255.25
157	Nutrient Management Design and Implementation Activity	Design Nutrient Management for less than or equal to 100 Acres Fertilizer and Manure	No	\$5,425.42
157	Nutrient Management Design and Implementation Activity	HU-Design Nutrient Management for 101 to less than 300 Acres and No Manure	No	\$4,340.34
157	Nutrient Management Design and Implementation Activity	HU-Design Nutrient Management for greater than 101 Acres and less than or equal to 300 Acres Fertilizer and Manure	No	\$7,595.59
157	Nutrient Management Design and Implementation Activity	HU-Design Nutrient Management for greater than 300 Acres and No Manure	No	\$5,425.42
157	Nutrient Management Design and Implementation Activity	HU-Design Nutrient Management for greater than 300 Acres Fertilizer and Manure	No	\$9,223.22

157	Nutrient Management Design and Implementation Activity	HU-Design Nutrient Management for less than or equal to 100 Acres and No Manure	No	\$3,255.25
157	Nutrient Management Design and Implementation Activity	HU-Design Nutrient Management for less than or equal to 100 Acres Fertilizer and Manure	No	\$5,425.42
199	Conservation Plan	High Complexity Plan, <200 acres	No	\$8,249.46
199	Conservation Plan	High Complexity Plan, >1,000 acres	No	\$11,600.46
199	Conservation Plan	High Complexity Plan, 200-1,000 acres	No	\$10,053.00
199	Conservation Plan	Low Complexity Plan, <200 acres	No	\$4,208.34
199	Conservation Plan	Low Complexity Plan, >1,000 acres	No	\$8,249.46
199	Conservation Plan	Low Complexity Plan, 200-1,000 acres	No	\$6,189.83
199	Conservation Plan	Medium Complexity Plan, <200 acres	No	\$6,189.83
199	Conservation Plan	Medium Complexity Plan, >1,000 acres	No	\$10,053.00
199	Conservation Plan	Medium Complexity Plan, 200-1,000 acres	No	\$8,249.46
199	Conservation Plan	Small Farm - less than or equal to 10 acres	No	\$3,311.93
199	Conservation Plan	HU-High Complexity Plan, <200 acres	No	\$8,249.46
199	Conservation Plan	HU-High Complexity Plan, >1,000 acres	No	\$11,600.46
199	Conservation Plan	HU-High Complexity Plan, 200-1,000 acres	No	\$10,053.00
199	Conservation Plan	HU-Low Complexity Plan, <200 acres	No	\$4,208.34
199	Conservation Plan	HU-Low Complexity Plan, >1,000 acres	No	\$8,249.46
199	Conservation Plan	HU-Low Complexity Plan, 200-1,000 acres	No	\$6,189.83
199	Conservation Plan	HU-Medium Complexity Plan, <200 acres	No	\$6,189.83
199	Conservation Plan	HU-Medium Complexity Plan, >1,000 acres	No	\$10,053.00
199	Conservation Plan	HU-Medium Complexity Plan, 200-1,000 acres	No	\$8,249.46
199	Conservation Plan	HU-Small Farm - less than or equal to 10 acres	No	\$3,311.93

Task 2 - Hourly Support Services, Supplemental Funding Pool

For TSP services that fall under the RCPP supplemental TA-I, Pinion will support the USDA-NRCS field offices and City of Decatur, and provide the following services:

1. Conservation planning, steps 1-6 **Appendix B** necessary to complete the CPA-52 sheet under guidance from the NRCS field staff.
2. All necessary job sheets for RCPP approved practices, steps 7, and 8 **Appendix B**.
3. Step 9 **Appendix B** and practice checkoff/verification of conservation practices.
4. Any needed TSP services to support the survey and design of conservation practices.
5. Coordinate with RCPP Partners and established farmer advisory board to provide additional technical assistance as directed by the City of Decatur. This could include working with farmer mentors to ensure job sheets are customized to each operation or The City of Decatur on outcome measurement.

Hourly Support Compensation, Supplemental Funding Pool

Pinion will track time associated with the hourly support services outlined above and bill at an hourly rate based on a multiple of 4.0 applied to the Soil Conservationist (GS-11) rate. This results in a billing rate of \$150 per hour. The salary comparison provided in the RCPP TA Guidance sheet was used as a guide to determine billing rates.

Annual Bill Not-to-Exceed – Mileage – Out-of-Pocket Expenses, Supplemental Funding Pool

Specifically pertaining to non-practice payment services, Pinion's annual program year billing will be billed not-to-exceed \$180,000 per year for each of the 5 years. Mileage and out of pocket expenses will be included in the not-to-exceed total. Mileage will be billed at the applicable IRS rate, and out-of-pocket expenses will be documented and charged at cost. If the City of Decatur requests additional work, services, or products exceeding the \$180,000 threshold, then Pinion will request all additional requests be submitted in writing.

Appendix A

Theodore Shambaugh
NRCS TSP Level III Conservationist
TSP Number: TSP-22-24370

Wyatt Bollinger
NRCS TSP

Ryan Green
Support Staff

Cody Gass
Support Staff

Gentry Davidson
Support Staff

Wade Tittle
Support Staff

Two additional support staff members joining in March.

Appendix B



EXHIBIT B

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

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.