

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. TO PROVIDE
PRELIMINARY DESIGN SERVICES FOR THE OAKLAND AND GRAND SEWER
SEPARATION STUDY
CITY PROJECT 2021-01**

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

Section 1. That the Professional Services Agreement to provide preliminary design services for the Oakland and Grand Sewer Separation Study, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and AECOM Technical Services, Inc., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and AECOM Technical Services Inc., for a fee not to exceed \$199,146.

PRESENTED and ADOPTED this 21st day of June 2021.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

Exhibit 1

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT
For
BASIN 5 & 6 SEWER SEPARATION STUDY –
OAKLAND AND GRAND AREA
CITY PROJECT 2021-01

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

AECOM Technical Services, Inc.

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

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.

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

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall

assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.

B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.

C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.

D. INSURANCE.

1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
6. Time of Submission: Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.

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

E. TERMINATION

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

and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.

4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the

Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.

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

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.00 for services rendered by principals and employees assigned to the Project.

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

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.00.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the

Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.

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

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

DATED this _____ day of _____, 2021

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: 

May 17, 2021

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

Regarding: Basin 5 and 6 Sewer Separation Study

Dear Mr. Caswell:

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

Background

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

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

As a part of this work, Basins 5 and 6 were identified as a critical area that required substantial improvements in order to reduce basement backups and meet the requirements of the USEPA's ACO. The SCSAA recommended partial sewer separation and construction of relief sewers to reduce backups. However, the Sanitary District of Decatur will not approve the relief sewers, since they will cause a flow increase into their system. Therefore, the City would like to pursue, as much as possible, complete sewer separation within Basin 5/6.

Additional evaluation and study are required in order to provide the basis of design, which needs to be performed prior to preliminary and final design of the project.

SCOPE OF WORK

Our scope of work will be as follows:

Task 1: SITE VISIT AND KICK-OFF MEETING

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

- Establish lines of communication
- Discuss and confirm overall project approach
- Review scope and identify any potential problems
- Review existing drainage conditions within Basins 5/6, as well as downstream areas that will be impacted by the proposed sewer separation

- Discuss and review known or potential existing site conditions that may affect the proposed sewer separation

The site visit will include two (2) members of the AECOM team, as well as least one (1) member of the City staff. The goal will be to confirm the location of existing catch basins and inlets, confirm commercial, industrial, and institutional private storm sewer connections.

Deliverables

- Meeting Minutes

Task 2: EVALUATION OF EXISTING DRAINAGE SYSTEM

AECOM will review and evaluate existing drainage patterns within Basins 5/6 (see Attachment 1). Existing GIS contours and elevation data will be utilized for this analysis, and no topographic survey will be performed. Existing City GIS and CAD data will be used to determine the existing locations of existing catch basins, inlets, and manholes.

Additionally, the theoretical capacity of the existing IDOT drainage system and existing flows will be estimated and calculated utilizing a hydraulic and hydrologic model at up to three (3) connection points for the proposed separate sewer system. AECOM will also review the City's current agreement with IDOT to evaluate who owns the existing drainage system in Illinois Route 48 and the 60-inch storm sewer to Stevens Creek.

The work performed in this task will be used as the basis for performing the alternatives analysis for the proposed separate sewer system that will be completed in Task 4.

Deliverables:

- Exhibits showing the flow paths of the existing drainage and existing manholes, catch basins, and inlets

TASK 3: CCTV REVIEW AND MANHOLE, INLET AND CATCH BASIN INSPECTIONS

While not all of the sewers in Basins 5/6 are required to be televised, some televising may be needed to confirm sewer connectivity and the existing drainage system patterns. It is assumed that the City's sewer televising subconsultant (TeleScan, Inc.) will perform any televising required for the study under their separate contract with the City, and AECOM will review the televising video to perform the connectivity evaluation (an allowance of 16 hours for CCTV review has been included in our fee).

Additionally, included in this task is a maximum of two (2) days of site visits that will include opening manholes, inlets, and catch basins, as well as taking measure downs to estimate existing sewer invert elevations. It is assumed that at least one (1) City staff person will be available to assist in the field verification process for a ½ day. It is also assumed that the City will assist with coordinating and obtaining permission from any commercial/industrial/institutional properties to gain access for performing the inspections.

While the primary intent of this work is to assist in verifying existing conditions and flow patterns, AECOM will perform condition assessment and structure inspection of any drainage manholes, catch basin, and inlets that are opened.

Structure inspections consist of physically inspecting sewer manholes, inlets, and catch basins to provide documentation of structural condition. AECOM will verify locations, pipe sizes, material, orientation, invert elevations, and structural conditions. AECOM's standard manhole inspection form will be reviewed and modified to comply with the City's inspection requirements. Major defects will be

documented with digital photographs of each manhole, including location of defects. AECOM owns a pole/down-hole camera to better view defects observed without the need to enter the manhole.

Recommendations will be made for replacement, rehabilitation, or repair. As part of the inspection, the structure location, construction type, structural condition, frame, chimney, cone, barrel, bench, and step condition will be noted.

Inspection data will be entered into a database, spreadsheet or on a manhole inspection form modified to include criteria important to the City. Manhole inspections primarily identify structural conditions and defects. As part of the inspections, the following items will be recorded:

- Manhole number
- Street location
- Date of inspection
- Name of inspector
- Cover type
- Frame grade, condition, and seal
- Presence and condition of internal boot
- Step condition
- Chimney type and condition
- Cone type and condition
- Barrel type and condition
- Bench condition (if applicable)
- Sketch showing pipes entering and exiting each manhole
- Pipe sizes and material for all pipes entering or exiting each manhole
- Depth of pipe inverts, as measured from the structure rim
- Underdrain pipes entering each manhole
- Condition/seal of underdrain pipes

At a minimum and with City approval, photographs will be taken as follows:

- With the cover on, showing pavement/ground surface around the manhole and in the vicinity of the manhole.
- With the cover opened, showing a view of the chimney and the chimney/frame interface
- From the top of the manhole looking down.
- All significant defects.

Pipe orientation shown on the base map will be verified by the inspection crew for all manholes. A sketch will be completed showing the orientation/direction of all pipes entering or exiting the manhole along with pipe sizes and pipe material. No confined space entry into the existing manholes will be performed.

The final report will document system defects, including the results of the structure inspections, including observed conditions, and prioritized rehabilitation. Recommendations for future work, based on the results of the structure inspections, will be included in the final analysis.

This task will assist us in our study evaluation in confirming connectivity of inlets and catch basins to the existing sewer system.

Deliverables:

- Structure Inspection Results and Review (included in Task 5)

TASK 4: ALTERNATIVES ANALYSIS

The previous three tasks will be used as the basis for developing and analyzing the following five (5) proposed alternatives for the proposed separate sewer system:

- Alternative 1 – Connect to existing drainage system in IDOT right-of-way (existing 60-inch diameter storm sewer in N. Fairview Avenue – Illinois Route 48)
- Alternative 2 – Discharge directly to Stevens Creek (proposed parallel sewer to the existing 60-inch diameter storm sewer)
- Alternative 3 – Connect to the existing drainage system (96-inch diameter sewer) just east of the Fairview Park Tennis Center
- Alternative 4 – Connect to the existing drainage system both in IDOT right-of-way (N. Fairview Avenue – Illinois Route 48) and just east of the Fairview Park Tennis Center
- Alternative 5 – Other (to be determined during the study)

- Alternatives 2 through 4, and possibly 5, include total sewer separation. However, Alternative 1 is assumed to include only partial sewer separation, since the existing 60-inch diameter storm sewer may not have sufficient capacity to drain all of Basins 5/6. In this case, the existing Basin 5/6 hydraulic and hydrologic model may need to be updated to estimate the I/I reduction benefit, number of basement backups reduces, etc. to Basin 5/6 (see Task 7 allowance).
- The existing combined sewer system will be converted to a separate sanitary system and that a new drainage system will be used to convey stormwater out of Basins 5/6
- Alternatives 2 and 3 will require the proposed storm sewer to cross the existing Norfolk Southern (NS) railroad tracks

The alternatives analysis will also include the following:

1. Description, schematic layout, and engineer's opinion of probable construction cost
2. Obtaining utility records and performing a general utility evaluation to identify large diameter (20-inch diameter and greater) utility crossings. If required, potholing and field investigation will be performed using an allowance from Task 8.
3. Evaluation of NSRR permitting requirements.
4. Inspection of proposed connection points. Manholes at proposed connection points will be opened to confirm approximate existing sewer invert elevations to assist in confirming alternative feasibility.
5. Rerouting of known commercial/industrial/institutional private storm sewer connections to the proposed drainage system.
6. Identification of disconnections and rerouting of existing catch basins, inlets, and storm manholes to the proposed drainage system.
7. Recommend system rehabilitation based on the condition assessment of existing combined sewers.
8. Perform hydraulic analysis to determine if existing combined sewers are appropriately sized for conversion to sanitary sewers, and if low velocities/deposition of solids may be a concern.
9. Perform sizing of the proposed new storm sewers to meet the appropriate City design standards by utilizing a hydrologic and hydraulic model.
10. The alternatives analysis will not include green infrastructure (GI) or storage, since these items were already evaluated in AECOM's 2017 SCSAA, but the report (see Task 5) will summarize and refer to previously performed evaluation for GI and storage.
11. Confirming existing utility elevations during design will be critical to avoid conflicts during construction. While most of this work will take place during the next phase of the project, conflicts may impact the feasibility and cost of the proposed alternatives. Therefore, if necessary, AECOM will recommend critical existing utility locations for potholing and evaluate the results. The potholing will be performed by the City of Decatur through an

existing contract with another firm.

Deliverables:

- Two (2) workshop type meetings detailing the proposed alternatives

TASK 5: PRELIMINARY DESIGN REPORT

AECOM will develop a report to document all the work performed in Tasks 1-4. The report will include an executive summary, a summary and description of each activity undertaken, the results of each task, a summary of identified system deficiencies, a summary of alternatives (including an Engineer's Opinion of Probable Construction Cost), and a recommended alternative for separating stormwater runoff from the combined sewer system.

Deliverables:

- Preliminary Results Memorandum (5 hard copies, 1 electronic PDF)
- Draft Report (5 hard copies, 1 electronic PDF)
- Final Report (5 hard copies, 1 electronic PDF)

Task 6: PROJECT MANAGEMENT

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

1. General Project Management
 - A. Establish project communications, controls, and procedures
 - B. Project financial tracking, reporting and invoicing
 - C. Coordination of tasks
 - D. Schedule maintenance
 - E. Quality Control Management
2. Meetings
 - A. Project kickoff meeting. One kickoff meeting will be conducted at the City of Decatur's office. Key City employees and AECOM staff will attend the kickoff meeting.
 - i. Review scope, deliverables and schedule
 - ii. Discuss concerns and key issues
 - iii. Establish project goals and major objectives
 - B. Progress meetings (virtual or over the phone)
 - i. Workshop Meeting #1 with the City
 - ii. Workshop Meeting #2 with the City
 - iii. Public Meeting #1
 - iv. Sanitary District of Decatur (SDD) Meeting #1
 - v. Sanitary District of Decatur (SDD) Meeting #2
 - vi. Sanitary District of Decatur (SDD) Meeting #3
 - vii. IDOT Meeting #1
 - viii. IDOT Meeting #2
 - ix. Draft Preliminary Design Report Meeting

Deliverables

- Meeting Minutes
- Monthly invoices

Task 7: BASINS 5/6 HYDRAULIC AND HYDROLOGIC MODELING UPDATE (ALLOWANCE)

The combined sewer system in Basins 5/6 was originally modeled as a part of the Sanitary Collection System Sewer Alternatives Analysis (SCSAA) completed by AECOM and submitted on November 30, 2017. The results of that work indicated that significant blockages existed within the combined sewer system, and as a result, the system was subsequently cleaned in early 2018. Flow monitoring was then performed after the cleaning, but the model was never updated.

If the City wishes, the combined sewer model can be updated, calibrated, and validated with the latest flow monitoring data that was performed by ADS in 2018 and provided to AECOM in March, 2021.

The allowance will include hours for the following two (2) alternatives:

1. Complete sewer separation
2. Partial sewer separation

The model will be recalibrated, and Chapter 5 of the November 30, 2017 SCSAA will be updated. All previous alternatives for Basins 5/6 will be retained in the SCSAA, and additional alternatives (7a and 7b) for complete and partial sewer separation will be included based on the results of this study.

Deliverables:

- SCSAA Update

Task 8: ALLOWANCE

This task is for a general project allowance (or contingency). For example, the EPA may have comments on the report that need to be addressed through additional modeling, field work, etc. or the City may request additional work that is not included in the current scope of work. This allowance will be used only when approved by the City.

Deliverables:

- TBD

ASSUMPTIONS

1. The following items are not included in our scope of work:
 - a. Private property inspections
 - b. Roof drain inspections
 - c. Topographic survey
 - d. Preparing legal descriptions, easement exhibits, and obtaining easements
 - e. Dye testing and/or dye water flooding
2. We have included the following meetings: one (1) kick-off meeting; two (2) progress/workshop meetings, three (3) meetings with SDD, two (2) meetings with IDOT, one (1) public meeting with local residents, and one (1) review meeting for the Draft Preliminary Design Report.
3. The contributing area just west of Basin 5 will be included in all of the tasks listed in this scope of work.

Proposal Fee

The not-to-exceed fee for this work **\$199,146** to be paid on a time and materials basis. A task-by-task breakdown of the fee is included herewith as Attachment 2.



AECOM
303 East Wacker Drive
Suite 1400
Chicago, IL 60601
www.aecom.com

312 938 0300 tel
312 373 6800 fax

Exhibit A-7

Schedule

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

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

Sincerely,

AECOM TECHNICAL SERVICES, INC.

Paul St. Aubyn, P.E.

Project Manager

Michael H. Winegard, P.E.

Vice President

ATTACHMENT 1

Decatur, Illinois

- December 2015 Backup
- Combined or Separate Sewer
- Sewer Basin
- Basin No. 5
- Basin No. 6
- Rivers and Streams
- Lakes and Ponds

AECOM

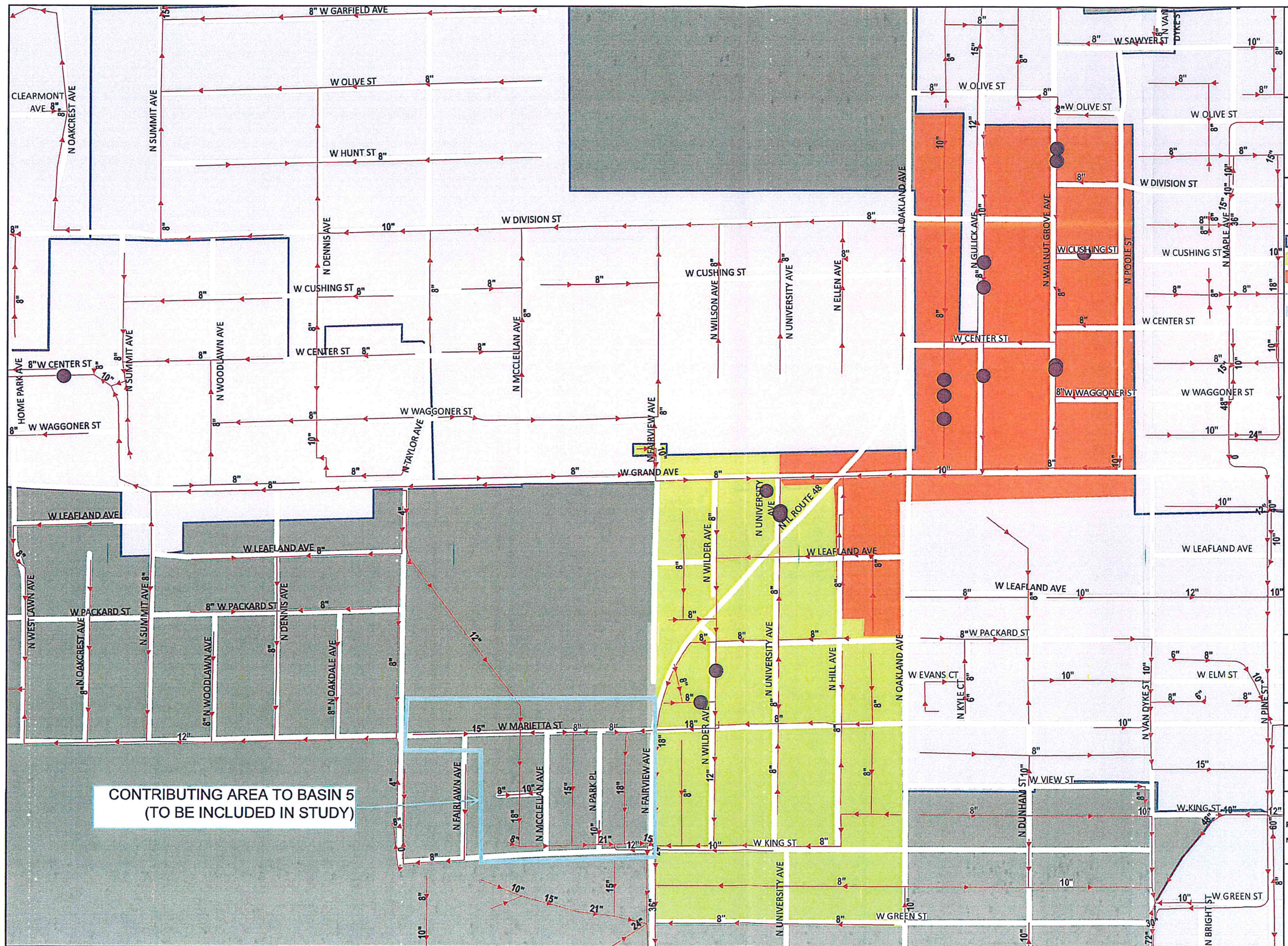
Drawn By: AS

Checked By: PSA

Date: April, 2021

Project #: TBD

Projection:
NAD 1983 StatePlane Illinois East FIPS 1201 Feet



Attachment 2
May, 2021
City of Decatur
Basins 5 and 6 Sewer Separation Study
Estimated Engineering Fee

Exhibit A-9

TASK	DESCRIPTION	Project Director/QAQC	Proj. Manager/ Lead Civil Engineer	H&H Modeler	Civil Engineer	Technician	Total Hours	Total (Loaded) \$
1	Site Visit and Kick-Off Meeting	0	8		12	0	20	\$ 2,963
	a. Kick-off Meeting and Site Visit		8		12		20	\$ 2,963
2	Evaluation of Existing Drainage System	1	20	24	188	0	233	\$ 32,450
	a. Review and analyze existing topography and drainage conditions		4	16	120		140	\$ 19,067
	b. Calculate theoretical capacity at connection point 1		2	2	12		16	\$ 2,262
	c. Calculate theoretical capacity at connection point 2		2	2	12		16	\$ 2,262
	d. Calculate theoretical capacity at connection point 3		2	2	12		16	\$ 2,262
	e. Develop exhibits of existing drainage conditions		2	2	16		20	\$ 2,778
	f. Workshop #1 (City of Decatur)	1	8		16		25	\$ 3,820
3	CCTV Review and Manhole, Inlet and Catch Basin Inspections	0	4	0	20	40	64	\$ 8,207
	a. Site Visits (2 days)				16	16	32	\$ 4,032
	c. CCTV Review					16	16	\$ 1,968
	c. Summary evaluation, review, and recommendations		4		4	8	16	\$ 2,207
4	Alternatives Analysis	7	90	32	348	8	485	\$ 69,940
	a. Exhibits (Alternatives 1-5)		4	4	32		40	\$ 5,555
	b. Utility coordination		2		8		10	\$ 1,386
	c. Evaluation of Norfolk Southern Railroad permitting requirements		2		4		6	\$ 870
	d. Inspection of proposed connection points		2		8	8	18	\$ 2,370
	e. Identification and rerouting of commercial and other private storm sewer connections		2		8		10	\$ 1,386
	f. Hydraulic analysis of existing combined sewers		2	4	16		22	\$ 3,138
	g. Sizing and preliminary routing of proposed storm sewer network (Alternatives 1-5)		8	24	120			\$ 21,215
	h. Engineer's Opinion of Probable Construction Cost		8		24		32	\$ 4,511
	i. Workshop #2 (City of Decatur)	1	4		16		21	\$ 3,112
	j. SDD Meeting #1	1	8		16		25	\$ 3,820
	k. SDD Meeting #2	1	8		16		25	\$ 3,820
	l. SDD Meeting #3	1	8		16		25	\$ 3,820
	m. IDOT Meeting #1	1	8		16		25	\$ 3,820
	n. IDOT Meeting #2	1	8		16		25	\$ 3,820
	o. Public Meeting #1	1	8		16		25	\$ 3,820
	p. Coordination and analysis of potholing locations		8		16		24	\$ 3,479
5	Preliminary Design Report	6	28	0	144	0	178	\$ 25,573
	a. Draft Report	4	16		80		100	\$ 14,513
	b. Review meeting with City		4		4		8	\$ 1,223
	c. Final Report	2	8		60			\$ 9,837
6	Project Management	0	32	0	0	0	32	\$ 5,660
	a. Client communication		12				12	\$ 2,122
	b. Discipline coordination		8				8	\$ 1,415
	c. Invoicing, scheduling, and financial tracking		12				12	\$ 2,122
7	Basins 5 and 6 Hydraulic and Hydrologic Modeling Update (Allowance)	0	12	48	210	0	270	\$ 37,852
	a. Model recalibration			8	122		130	\$ 17,178
	b. Alternative 7a - Complete sewer separation		2	8	20		30	\$ 4,374
	c. Alternative 7b - Partial sewer separation		2	8	20		30	\$ 4,374
	d. SCSAA Update (recalibration and validation)		4	12	24		40	\$ 5,963
	e. SCSAA Update (Chapter 5)		4	12	24		40	\$ 5,963
	Subtotal	14	194	104	922	48	1282	\$ 182,646
	Task 8-Allowance							\$ 15,000
	ODCs							\$ 1,500
	TOTAL LOADED DOLLARS (3.0 MULTIPLIER)	\$ 4,771	\$ 34,313	\$ 18,720	\$ 118,938	\$ 5,904		\$ 199,146



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

CITY OF DECATUR - BASINS 5 AND 6 SEWER SEPARATION STUDY - SCHEDULE

EXHIBIT C

CITY OF DECATUR - BASINS 5 AND 6 SEWER SEPARATION STUDY - SCHEDULE

EXHIBIT C

CITY OF DECATUR - BASINS 5 AND 6 SEWER SEPARATION STUDY - SCHEDULE



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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director _____ Date _____

Approved _____
 Mayor _____

 Date _____

Attested _____
 City Clerk _____

 Date _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/09/2021

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 Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@Marsh.Com CN101348564-STND-GAUE-21-22 06 2023		CONTACT NAME: James Vogel PHONE (A/C, No, Ext): 213-346-5098 FAX (A/C, No): 212-948-0533 E-MAIL ADDRESS: James.l.vogel@marsh.com	
INSURED AECOM AECOM Technical Services, Inc. 303 East Wacker Drive, Suite 1400 Chicago, IL 60601		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: N/A INSURER C: Illinois Union Insurance Co INSURER D: SEE ACORD 101 INSURER E: INSURER F:	
		NAIC # 22667 N/A 27960	

COVERAGES**CERTIFICATE NUMBER:**

LOS-002549723-01

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HDO G72486304	04/01/2021	04/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25549211	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S						EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	SEE ACORD 101	04/01/2021	04/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 2,000,000 E.I. DISEASE - EA EMPLOYEE \$ 2,000,000 E.I. DISEASE - POLICY LIMIT \$ 2,000,000
C	ARCHITECTS & ENG. PROFESSIONAL LIAB.			EON G21654693 005 "CLAIMS MADE"	04/01/2021	04/01/2022	Per Claim/Agg \$ 1,000,000 Defense Included

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

Re: Basin 5 & 6 Sewer Separation Study - Oakland and Grand Area - City Project 2021-01

The City of Decatur and its officers and employees are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages.

CERTIFICATE HOLDERCity of Decatur Public Works Department
#1 Gary K Anderson Plaza - 3rd Floor
Decatur, IL 62523**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
of Marsh Risk & Insurance Services

James L. Vogel

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 303 East Wacker Drive, Suite 1400 Chicago, IL 60601
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C67806025	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C67805987	ACE American Insurance Company - NAIC # 22667	CA, MA
SCF C67806104	ACE American Insurance Company - NAIC # 22667	WI Retro

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 IL)
) ss.
 COUNTY OF Cook)

SECTION I. BUSINESS STATUS STATEMENT

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

A. AECOM Technical Services, 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 95-2661922.

B. CORPORATION

The State of Incorporation is California

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>CT Corporation System</u>	
Name	<u>Company Address, Principal Office</u>
<u>330 North Brand Blvd., Suite 700</u>	
Address	<u>City, State, Zip</u>
<u>Glendale, California 91203</u>	
City, State, Zip	<u>Telephone</u> <u>Facsimile</u>
<u>1 (800) 331-3282</u>	
Telephone	<u>Website</u>

- 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

Michael H. Winegard P.E.

Signature

Michael H. Winegard

Printed Name

Vice President

Title

SUBSCRIBED and SWORN to before me this 10 day of June, 2021.

Laura L. Pecina

Notary Public



Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name: Basin 5 & 6 Sewer Separation Study – Oakland and Grand Area		
Consulting Engineer: AECOM Technical Services, Inc.		
Classification	Minimum	Maximum
Principal	\$90.00	\$115.00
Project Manager	\$45.00	\$85.00
Structural Engineer	\$35.00	\$85.00
Senior Engineer	\$35.00	\$75.00
Engineer	\$30.00	\$55.00
Senior Technician	\$30.00	\$50.00
Technician	\$25.00	\$50.00
Professional Land Surveyor	N/A	N/A
Construction Inspector	\$25.00	\$50.00
Clerical	\$20.00	\$38.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET			
Project:			
(Consulting Engineer Name & Address)		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$

Item	To Date	Previous Invoices	This Invoice
Staff Hours Expended			
Direct Labor Cost			
Contract Multiplier			
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier			
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature: _____

Title: _____