



**Tuesday, January 17, 2017
5:30 PM**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Minutes of December 19, 2016 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Accepting the Bid and Authorizing the Execution of a Contract with SAK Construction, LLC for 7th Ward Sewer Rehabilitation Project, City Project 2015-07
2. Ordinance Authorizing the City of Decatur of Macon County, Illinois to Borrow Funds from the Water Pollution Control Revolving Loan Fund
3. Resolution Authorizing an Agreement with Blank Wesselink, Cook & Associates, Inc. to Provide Construction Engineering and Resident Inspection Services for the Nelson Park Neighborhood Combined Sewer Separation Project, City Project 2012-22
4. Resolution Authorizing Lake Decatur Dredging & Oakley Sediment Basin Rehabilitation Professional Engineering Services Agreement - Change Order #1
5. Resolution Authorizing Expenditure of Funds for Nelson Park Amphitheater Design Project
6. Resolution Authorizing City Treasurer to Release Annual Professional Service Contract Payment to the Community Investment Corporation of Decatur
7. Resolution Authorizing City Treasurer to Release Fiscal Year 2017 Operational Funding Monies to the Decatur Area Convention and Visitors

Bureau

8. Resolution Authorizing City Treasurer to Release Fiscal Year 2017 Operational Funding Monies to the Decatur-Macon County Senior Center
9. Resolution Authorizing City Treasurer to Release Fiscal Year 2017 Operational Funding Monies to the Decatur Economic Development Corporation
10. Resolution Authorizing City Treasurer to Release Fiscal Year 2017 Operational Funding Monies to the Decatur Civic Center Authority
11. Consent Calendar: Items listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. If separate action is desired on any item, it will be removed from the Consent Calendar and considered separately.
 - A. Receiving and Filing of Minutes of Boards and Commissions
 - B. Resolution Approving Appointment - Human Relations Commission
 - C. Resolution Authorizing Expenditure of Funds - Motorola System/Service Upgrade Agreement
 - D. Ordinance Amending City Code Chapter 34-Traffic and Parking

VI. Other Business

VII. Recess to Study Session

Energy Savings Through Lighting Efficiencies - Presented by the National Retrofitting Group, LLC

VIII. Adjournment

Council Information - December Progress Report Lake Decatur Dredging Basins 1-4 & Oakley Sedimentation Basin Rehabilitation, City Project 2013-14

Council Information - December 2016 Monthly Report

CITY COUNCIL MINUTES
Monday, December 19, 2016

On Monday, December 19, 2016, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, and Jerry Dawson. Seven members present. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Tim Gleason attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance to the Flag.

This being the time for Appearance of Citizen, the following citizens appeared:

Russell Shulke read a statement regarding Fire Department prior equipment purchases.

The minutes of the December 5, 2016 City Council meeting were presented. Councilman Jerry Dawson moved the minutes be approved as written; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

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

R2016-144 Resolution Authorizing an Agreement with Chastain & Associates, LLC for Final Design of Baltimore Road Drainage Improvements Associated with Macon County's Baltimore Road Reconstruction Project, City Project 2014-20, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2016-101 Ordinance Authorizing Contract for Pay and Benefits for I.A.F.F. Local 505 Fire Association, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilwoman Lisa Gregory.

Councilwoman Lisa Gregory and Mayor Julie Moore Wolfe congratulated both negotiation teams on reaching an expedited agreement.

Councilman Bill Faber asked what the advantages were to the City in terms of generated revenue to have a fire fighter team all reside within the City limits. City Manager Tim Gleason stated the community has a response if an emergency happened and there is an economic impact. The greatest benefit is that all City employees are ambassadors of the City of Decatur and they conduct their personal business outside of work in this community.

John Phillips stated that he did not understand the five year residency limit on the firemen. Future employees should have to live in the City for as long as they are employed by the Fire Department.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

2016-102 Ordinance Appropriating Additional Funds for Certain Funds in Fiscal Year Ending December 31, 2016, was presented.

Councilman Jerry Dawson moved the Ordinance do pass; seconded by Councilwoman Dana Ray.

Councilman Bill Faber asked for an explanation of what a TIF was. Assistant City Manager Billy Tyus provided an explanation as to what a TIF District was.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-145 Resolution Authorizing Inter-Fund Advance to the Decatur Public Transit System for Operating Expenses prior to Receipt of Illinois Department of Transportation Operating Grant Funds, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilwoman Dana Ray.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Consent Calendar Items A through D and asked if any Council member wished to have an item removed from Consent Calendar. Councilman Bill Faber asked that Item C. be removed from the Consent Calendar. The Clerk read Items A, B, and D:

A. Receiving and Filing of Minutes of Boards and Commissions

- B. R2016-146 Resolution Approving Appointment – Police Pension Fund Board of Trustees
- D. R2016-148 Resolution Accepting Bids for Water Treatment Chemicals – Water Department

Councilman Jerry Dawson motioned to approve the items as presented; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

R2016-147 Resolution Approving and Determining the Need for Confidentiality of Minutes of Closed Meetings, was presented.

Councilman Jerry Dawson moved the Resolution do pass; seconded by Councilman Pat McDaniel.

Councilman Bill Faber stated he was being asked to make a decision on the Confidentiality of Minutes with no information. Councilman Bill Faber asked for background information so he could make an informed decision. Corporation Counsel Wendy Morthland explained that State Statute requires Council to review the need for minutes to remain confidential as the result of a Closed Executive Session. The need for confidentiality would include personnel issues, litigation issues, and collective bargaining issues. Those are the three issues that generally will require minutes to remain confidential.

Upon call of the roll, Councilmen Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Councilman Bill Faber voted nay. Six ayes and one nay. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Other Business.

Councilman Pat McDaniel asked for a brief review of the snow and ice procedures for roads. City Manager Tim Gleason stated the type of ice storm the community received recently was the about the worse kind you can get. Crews were activated last Friday and worked through today. The crews worked the priority streets for 18 hours and then got to the residential streets. The snow and ice policy will be placed on the Decatur website this week. Mayor Julie Moore Wolfe thanked the street crews that were out over the weekend. Public Works Director Rick Marley responded to Council questions about snow and ice procedures.

Councilwoman Lisa Gregory congratulated the Fire Department on their friendly battle with the Police Department at the Red Kettle Drive and thanked the Mayor and her husband for serving as the chairmen.

Councilman Bill Faber wants City Council to have a Study Session about bringing jobs to the City. Councilman Pat McDaniel suggested having a Town Meeting and bring everybody together to update the public as to what is being done.

Mayor Julie Moore Wolfe called for Recess to Study Session for the 2016 Street Project Summary.

Councilman Jerry Dawson moved to recess to Study Session; seconded by Councilman Pat McDaniel.

Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

City Manager Tim Gleason shared that the City wanted to celebrate the success of the pavement of roadways. The City wanted to recognize all those on the private side that were involved in the many road projects that the City of Decatur saw in 2016. Public Works Director Rick Marley shared that the Local Motor Fuel Tax funding created the opportunity to cause the work to begin to restore the streets in Decatur. Public Works Director Rick Marley introduced Transportation Engineer Griffin Enyart who gave the 2016 street projects presentation. Transportation Engineer Griffin Enyart provided a slide presentation covering the 2016 street and bridge projects and the Local Motor Fuel Tax projects. Mr. Enyart thanked all the contractors and agencies the City worked with on the road projects. Councilman Pat McDaniel requested the report on the 60 bridges, Council received a couple of years ago, be distributed to the Council members again.

Councilman Jerry Dawson moved the regular Council meeting be adjourned; seconded by Councilman Pat McDaniel. Upon call of the roll, Councilmen Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel, Dana Ray, Jerry Dawson and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 6:47p.m.

Approved _____
Debra G. Bright
City Clerk

Public Works

DATE: 1/3/2017

MEMO: 2017-02

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Resolution Accepting the Bid and Authorizing the Execution of a Contract with SAK Construction, LLC to perform 7th Ward Sewer Rehabilitation Project, City Project 2015-07 contingent upon IEPA approval.

SUMMARY RECOMMENDATION: Please refer to the attached Council Memo, No. 2017-02, and other related attachments for further details. The Council Memo is an attachment due to the tables and pictures in the memorandum.

COPY:

SAK Construction, LLC
Insituform Technologies USA, LLC
Kenny Construction Company
Layne Inliner, LLC
Ric-Man Construction, Inc.
Michels Pipe Services, A Division of Michels Corporation
Inland Waters Pollution Control, Inc.
Lanzo Trenchless Technologies
Bainbridge, Gee, Milanski & Associates, Inc.

ATTACHMENTS:

Description	Type
Council Memo 2017-02 SAK Const.	Cover Memo
Resolution SAK Contract contingent	Resolution Letter
BGM Letter of Recommendation SAK	Backup Material
Notice of Intent to Award SAK	Backup Material
Contract Pages CP 2015-07	Backup Material

Public Works Memorandum
NO. 2017-02

DATE: January 3, 2017

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P. E., Public Works Director

SUBJECT: Resolution Accepting Bid and Authorizing the Execution of a Contract with SAK Construction, LLC to perform 7th Ward Sewer Rehabilitation Project, City Project 2015-07

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve, that the Mayor be authorized to execute, and the City Clerk to attest to the attached resolution to approve a contract with SAK Construction, LLC, as the lowest, responsible bidder for the amount of \$7,746,486, to perform the 7th Ward Sewer Rehabilitation project, contingent on IEPA approval. The Resolution also authorizes an additional expenditure of up to \$231,627.12, which is the amount the IEPA recommends for project contingencies, for a total authorized expenditure of \$7,978,113.12 from the IEPA Water Pollution Control Loan Program for the 7th Ward Sewer Rehabilitation Project. After the contract is awarded by the City Council a “Notice of Intent to Award” will be signed by the City Manager and forwarded with loan documents to the IEPA.

PRIOR COUNCIL ACTION:

See Appendix B for prior council actions.

BACKGROUND:

Sanitary Sewer Priorities

Under the direction of the City Council, the Public Works Department has established four priorities to improve the City’s sanitary sewer collection system as defined in the Sanitary Sewer Master Plan.

1. Critical Large Diameter Sewer Rehabilitation.
2. Sanitary Sewer Overflows Due to Inflow and Infiltration.
3. System Operation and Maintenance
4. Small Diameter Sewer Rehabilitation

The 7th Ward Sewer Rehabilitation Project addresses the top priority identified for the City’s sewer system to assure that the large diameter sewers serving the City are maintained in a structurally sound condition. The 7th Ward Sewer is a critical sewer that serves the west side of the City (see map in Appendix A). The project will use cured-in-place-pipe (CIPP) lining.

Project Letting

The project scope and specifications were prepared by Bainbridge, Gee, Milanski & Associates, Inc. (BGM). The project includes the rehabilitation of approximately 22,350 feet of sewer and 100 manholes. The project was advertised on October 29, 2016, a pre-bid meeting was held on November 18, 2016, and bids were opened on December 13, 2016. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Estimate Over (-Under)</u>
SAK Construction, LLC	\$7,746,486.00	(43.59%)
Insituform Technologies USA, LLC	\$8,391,660.20	(38.89%)
Kenny Construction Company	\$9,475,740.00	(30.99%)
Layne Inliner, LLC	\$9,517,305.40	(30.69%)
Ric-Man Construction, LLC	\$9,622,799.00	(29.92%)
Michels Pipe Services, A Division of Michels Corporation	\$13,118,308.00	(4.46%)
Inland Waters Pollution Control, Inc.	\$13,334,539.00	(2.89%)
Lanzo Trenchless Technologies North	\$14,426,657.40	5.06%
Engineer's Estimate	\$13,731,320.00	-----

SAK Construction, LLC, provided the lowest responsible bid for the proposed work. SAK is a major national contractor located in O'Fallon, Missouri that specializes in cured in place sewer lining as described in Appendix B. SAK has completed several sewer lining projects in the City, including Contract A of the Lake Shore Drive Rehabilitation Project and the 2015 Trenchless Long Lining Repairs Project. BGM has investigated their work record and has provided a recommendation, (attached), stating that SAK Construction, LLC is able to complete the work as specified.

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 if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not required for a City project. SAK Construction, LLC will be using subcontractors however an insufficient number of MBE's responded to their invitation to bid. SAK has provided sufficient evidence of making a good faith effort.

This project will be completed in accordance with the Federal Davis Bacon Wage laws. Upon approval of the contract by the City Council, the contractor will receive a "Notice of Intent to Award." The contract will be forwarded to the IEPA for formal loan approval. Upon receiving approval for a loan from the IEPA, and a contract bond and insurance from the Contractor, the City will formally award the contract and issue a notice to proceed with the work. Staff recommends that the City

Council approve a contract with SAK Construction, LLC, to perform the 7th Ward Sewer Rehabilitation Project.

Project Funding Through the Water Pollution Control Loan Program

Awarding the 7th Ward Sewer Rehabilitation Project provides the IEPA with real costs to prepare the final documents that will secure a low interest loan through the Water Pollution Control Loan Program. The loan rate is expected to be 1.75% payable over a 20 year period beginning at the conclusion of the project. With the project bids in hand, the total loan request should be as summarized below:

Work Item	Project Estimate
Design Engineering	\$297,000
Loan Eligible Construction Cost	\$7,720,904
3% Construction Contingency	\$231,627.12
Loan Ineligible Construction Costs*	\$25,582
Construction Engineering	\$944,000
Total Estimated Project Cost	\$9,219,113.12
Total Estimated IEPA Loan Amount	\$9,193,531.12
*Ineligible costs include resurfacing of entire intersection of Leafland Ave. and Monroe St. (IEPA only allows replacement of pavement removed for installation of utility) and allowances for railroad permit and flagging expenses.	

As noted above, upon Council authorization of the contract, the City will issue a Notice of Intent to Award to the contractor. The IEPA will review and approve the contracts and authorize a loan to cover the project. Upon formal approval of the loan by the IEPA, the City will issue a Notice to Proceed to the contractor.

SCHEDULE:

Bids opened by the City	December 13, 2016
City Council receives and approves bids	January 17, 2017
Notice of Intent to Award issued to contractors	January 18, 2017
IEPA approves bids and authorizes final award	January 2017
The loan is authorized by the IEPA	February 2017
Notice of Award issued to contractor	February 2017
Notice to Proceed is issued to the contractor	March 2017
Project completion	Fall 2018

BUDGET/TIME IMPLICATIONS:

Budget Impact: Financing for this project will be through the Water Pollution Control Loan Program. Repayment of the loan will be funded by the Sewer Fund which is supported by sewer user fees.

The recommended low bid amount is \$7,746,486 with a \$231,627.12 contingency. The total price includes \$25,582 which is loan ineligible and will be paid directly from the Sewer Fund.

Contractor Payment Process: On a monthly basis the Project Engineer and the contractor will agree on the work completed over the month and approve a payment estimate. Upon approving the pay estimate, the City forwards the estimate along with a payment request to the IEPA to cover the payment. The IEPA approves the request and issues the City a payment for the completed work. When the City receives the loan payment a check is then issued to the contractor.

Staffing Impact: Staff time has been allocated in the budget for this project. The City Council has approved an agreement with BGM to provide direct project oversight for this work.

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

INPUT FROM OTHER SOURCES: Bainbridge, Gee, Milanski & Associates, Inc., and Illinois Environmental Protection Agency

STAFF REFERENCE: Richard Marley, Public Works Director, Matt Newell, City Engineer, and Paul Caswell, Assistant City Engineer. Richard Marley will be in attendance at the City Council meeting to answer any questions of the Council on this item. This memorandum was prepared by Paul Caswell, P.E., Assistant City Engineer.

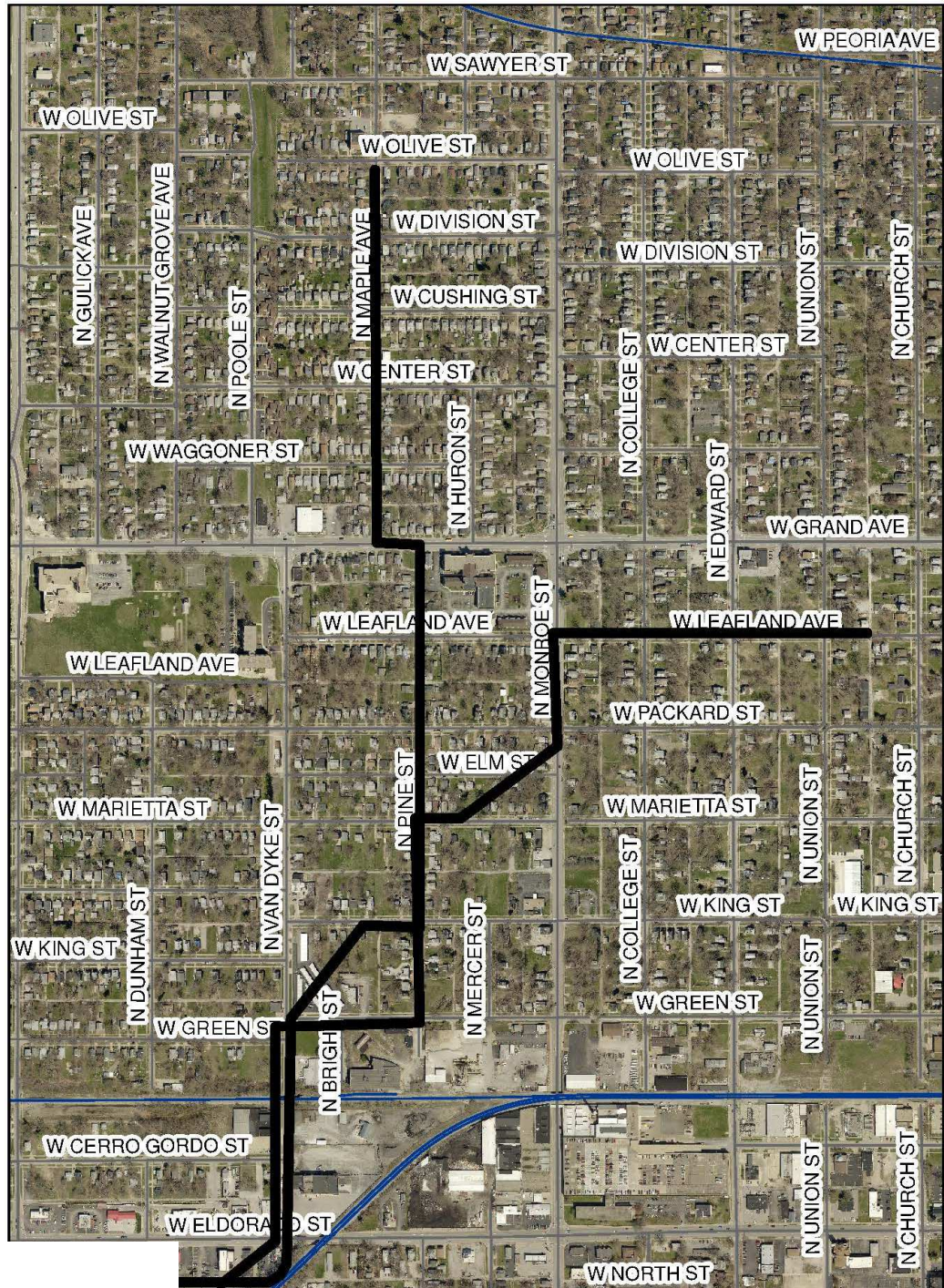
LEGAL REVIEW: The project plans and specifications were forwarded to Legal, reviewed by John Robinson and approved for bidding in November 2016.

Attach: 5

Cc: SAK Construction, LLC
Insituform Technologies USA, LLC
Kenny Construction Company
Layne Inliner, LLC
Ric-Man Construction, Inc.
Michels Pipe Services, A Division of Michels Corporation
Inland Waters Pollution Control, Inc.
Lanzo Trenchless Technologies
Bainbridge, Gee, Milanski & Associates, Inc.

APPENDIX A
PROJECT LOCATION MAP

7th WARD SEWER - NORTH OF ELDORADO STREET



7th WARD SEWER - SOUTH OF ELDORADO STREET



APPENDIX B

PRIOR COUNCIL ACTIONS REGARDING 7TH WARD SEWER REHABILITATION

October 6, 2008 – The City Council approved resolution R2008-160 authorizing 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 an Engineering Services Agreement for \$166,250 to BGM 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 City Code Chapter 72 "Sewer User Charge" to increase the sewer user charge 12 cents per one hundred cubic feet of water used per year for 5 years beginning 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 a Professional Engineering Services Agreement between the City of Decatur and BGM to Design the Union Street Sewer Rehabilitation Project for a fee not to exceed \$198,700.

April 21, 2014 – The City Council approved resolution R2014-16 authorizing a loan agreement to borrow up to \$2,608,700 from the Water Pollution Control Loan Program which is administered by the Illinois Environmental Protection Agency (I-EPA). The proposed loan covers engineering and construction costs associated with the rehabilitation of the Lake Shore Drive Sewer.

April 21, 2014 – The City Council approved resolution R2014-26 authorizing an Engineering Services Agreement between the City of Decatur and Bainbridge, Gee, Milanski, and Associates, Inc. (BGM) to provide construction engineering and resident inspection services for the rehabilitation of the Lake Shore Drive Sewer 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 a Professional Engineering Services Agreement between the City of Decatur and Bainbridge, Gee, Milanski, and Associates, Inc. to Design the McKinley / 7th Ward Sewer Rehabilitation Project for a fee not to exceed \$297,000.

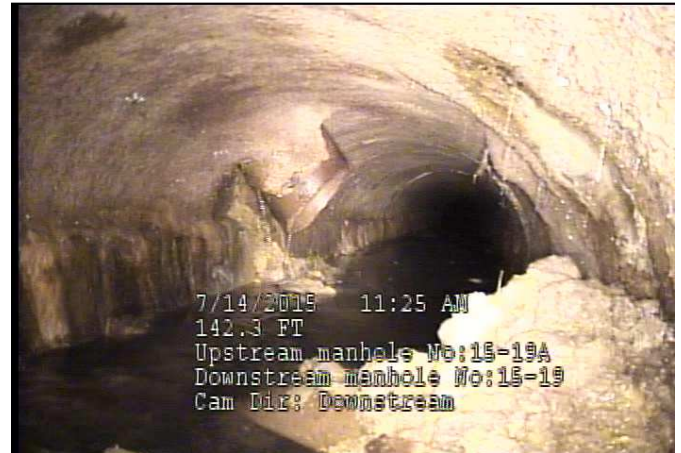
May 18, 2016 – The City Council approved Loan Ordinance 2016-30 authorizing the City to borrow up to \$15,296,000 for construction from the Water Pollution Control Loan Program and Resolution 2016-64 authorizing a Professional Services Agreement between the City of Decatur and Bainbridge, Gee, Milanski, and Associates, Inc. for construction related services for the rehabilitation of the 7th Ward Sewer for a fee not to exceed \$944,000.

APPENDIX C

Inspection Photos of the 7th Ward Sewer



1. Pipe wall deterioration with reinforcement exposed. East of Oakland south of Eldorado.



2. Area of heavy debris, infiltration and pipe damage. Near Edward / Leafland.



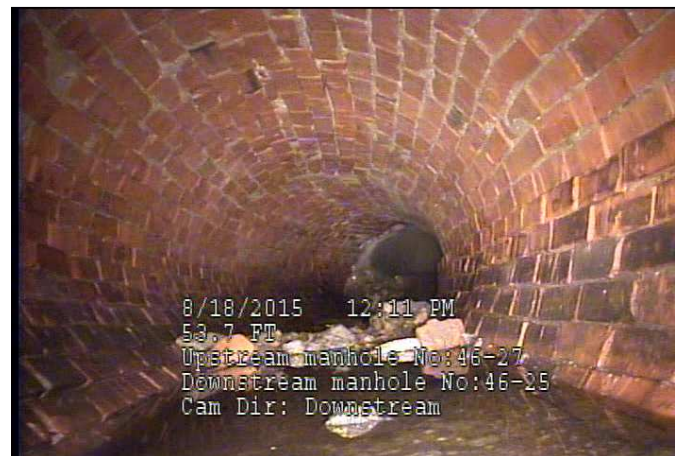
3. Infiltration at a deteriorated joint. Fairview Park.



4. Section of pipe showing a near collapse condition. Fairview Park.



5. Failed section with bricks and backfill visible. Near Pine / Marietta.



6. Brick section with heavy debris and fallen bricks. Near Fairview / Eldorado.

The 7th Ward sewer rehabilitation design employs trenchless construction methods that include lining manholes and installing a cured-in-place pipe CIPP the length of the sewer.

CIPP lining can be used on nearly any size of pipe. The process involves inflating a felt tube soaked with resin into the sewer pipe. Once the felt tube has been inflated throughout the length of pipe, heated water or steam fills the tube and is kept at a high temperature until the resin cures and hardens to form a new pipe inside of the deteriorated pipe.



Heat curing of felt tube liner.



Inserting the liner into the pipe.

The CIPP process has been used with good results by the City in many locations. The photos above show cured-in-place lining installation work completed on past City projects.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH SAK CONSTRUCTION, LLC
FOR 7TH WARD SEWER REHABILITATION PROJECT
CITY PROJECT 2015-07**

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

Section 1. That the tabulation of bids received for City Project 2015-07, 7th Ward Sewer Rehabilitation Project, and presented herewith, be received and placed on file.

Section 2. That the bid of SAK Construction, LLC be accepted and a contract in the amount of \$7,746,486 be awarded accordingly, pending IEPA approval of award and receipt of an IEPA loan offer for the project; and that a contingency for construction cost overruns be authorized in an amount not to exceed \$231,627.12.

Section 3. That the changes in the above-described agreements are germane to said contract, as signed, and such changes are in the best interest of the City of Decatur and are authorized by law.

Section 4. 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 SAK Construction, LLC, as the lowest responsive, responsible bidder for said plan, for their bid price of \$7,746,486; after IEPA loan approval. Contingencies in the amount of \$231,627.12 will be included in the IEPA loan for construction cost overruns for a total not to exceed cost of \$7,978,113.12.

PRESENTED and ADOPTED this 17th day of January, 2017.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk



January 5, 2017

The Honorable Mayor Julie Moore-Wolfe and City Council
1 Gary K. Anderson Plaza
Decatur, IL 62523

**RE: Recommendation of Project Award
7th Ward Sewer Rehabilitation Project
City Project 2015-07**

Dear Mayor and City Council:

Competitive bids for the 7th Ward Sewer Rehabilitation project were opened December 13, 2016, at 10:00 AM at the Public Works Department. The project is comprised of a single contract to be awarded to the lowest responsive, responsible bidder. Eight bids were received, and there were no irregularities in the bidding process.

The work under this contract was estimated at \$13,731,320. The lowest bid was from SAK Construction, LLC, of O'Fallon, Missouri, at \$7,746,486 (43.6% below the estimate). The next lowest bid was from Insituform Technologies USA, LLC, of Chesterfield, Missouri, at \$8,391,660.20 (38.9% below the estimate). Three other bids were made in the \$9.4 million to \$9.7 million range; two bids were in the low \$13 million; and one bid was at \$14.4 million.

A comparison of the bids to the engineer's estimate shows that main cost differences were in the sewer cleaning and the large diameter CIPP liners (from 50" to 84"). SAK's costs for these items was 41% lower than the estimate. The spread in the five lowest bidders for these items was 17%, which suggests that SAK's overall bid price is reasonably consistent with the other lower bidders. It also indicates a high degree of competition. When SAK is excluded, the spread between the four other lower bidders drops to 11%, again suggesting reasonable and very competitive bids.

SAK Construction, LLC, has performed similar work for the City in the recent past on the Lake Shore Drive Sewer Rehabilitation project completed in 2012, which included sewers of similar diameter. SAK is a known contractor with a proven record, and is fully capable of performing high quality work in a timely and professional manner.

We recommend that the City of Decatur notify SAK Construction, LLC, as the lowest responsive, responsible bidder, of its intent to award this contract to SAK contingent upon approval by the Illinois Environmental Protection Agency and receipt of a loan offer by IEPA.

We would like to thank the City of Decatur for this opportunity to be of service.

Very truly yours,
BGM & Associates, Inc.

By:



H. David Harp, P.E.

Cc: Tim Gleason, City Manager
Rick Marley, PE, Public Works Director
Matt Newell, PE, City Engineer
Paul Caswell, PE, Assistant City Engineer
Heidi Allen, IEPA

NOTICE OF INTENT TO AWARD

To: SAK CONSTRUCTION, LLC

864 HOFF ROAD

O'FALLON, MO 63366

Project Description: **7th WARD SEWER REHABILITATION
CITY PROJECT 2015-07
L17-5329**

The OWNER has considered the BID submitted by you for the above described WORK, in response to its Advertisement for Bids, dated **OCTOBER 29, 2016** and Information for Bidders.

You are hereby notified that your BID will be accepted, contingent upon Illinois Environmental Protection Agency (IEPA) approval, for items in the amount of **\$7,746,486.00.**

You will be required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within 15 calendar days from the date of the final Notice to be sent to you upon IEPA approval.

Dated this **17TH** day of **JANUARY, 2017.**

CITY OF DECATUR

OWNER

By: _____

Title: _____

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____ 2017, by and between the City of Decatur, Illinois, hereinafter called "Owner", and SAK Construction, LLC, 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 **"7TH WARD SEWER REHABILITATION, IEPA LOAN NO. L17-5329, CITY PROJECT 2015-07"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the 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. Working Days are in effect for this project in accordance with Section 108 of the Illinois Department of Transportation's *Standard Specifications for Road and Bridge Construction*, except that a working day shall be defined as follows: any calendar day except Saturdays, Sundays, or legal holidays observed by the Contractor's entire work force in Illinois. Work shall be completed in **three hundred seventy (370) Working Days**.
5. The contract price or time may be changed only by a change order. When negotiations are required, they shall be conducted in accordance with Section 365.620(c) of Title 35 of the Illinois Administrative Code.
6. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under Section 365.620(c) of Title 35 of the Illinois Administrative Code (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives

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shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

7. The Contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Owner shall have the right to annul the Contract 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.
8. The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor 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 contractor 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.
9. 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	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Non-Collusion Affidavit	Project Drawings
Contract (This Instrument)	Special Provisions
Contract Change Orders	Technical Specifications
Performance Bond	Supplemental Specifications
Addenda No. 1, dated November 4, 2016,	Appendix(s)
No. 2, dated November 28, 2016, No. 3,	
dated December 6, 2016, No. 4, dated	
December 9, 2016.	

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. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions

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6. Technical Specifications
7. Supplemental Specifications
8. General Conditions

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.

10. 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

SAK CONSTRUCTION, LLC

SECRETARY (Corporate Seal)

By _____
PRESIDENT

Project Name: 7th Ward Sewer Rehabilitation IEPA Loan No. L17-5329 Project Number: 2015-07 Bid Date: Tuesday, December 13, 2016 Time: 10:00 A.M. Fund: Sewer Fund Organization Code: 79487906 Object Code: 489030					Engineer's Estimate BGM Engineering 5130 Hickory Point Frontage Road, Suite 2 Decatur, IL 62526 PH: 217-423-8600 H. David Harp dharp@bgmengineering.com		SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366 PH: 636-385-1034 FAX: 636-385-1100 Boyd Hirtz, V.P. bidcippc@sakcon.com		Insituform Technologies USA, LLC 17988 Edison Ave. Chesterfield, MO 63005 PH: 314-409-5069 FAX: 636-898-5094 Debra Jasper Assistant Secretary Greg Patton gpatton@insituform.com		Kenny Construction Co. 2215 Sanders Road Suite 400 Northbrook, IL 60062 PH: 847-919-8200 FAX: 847-272-5930 Eric J. Rietz, Secretary Kristy Cole kristy.cole@gcinc.com		Layne Inliner, LLC 4520 N. State Road 37 Orleans, IN 47452 PH: 812-865-3232 FAX: 812-865-3075 Denise McClanahan, V.P. denise.mcclanahan@layne.com Linda Andry linda.andry@layne.com		Ric-Man Construction, Inc. 42600 R. Mancini Dr Sterling Heights, MI 48314 PH: 586-739-5210 FAX: None Listed Edward Mancini, V.P. John D'Alessandro jdlessandro@ric-man.com		Michels Pipe Services A Div. of Michels Corporation 817 W Main St Brownsville, WI 53006 PH: 920-924-4300 FAX: 920-924-4323 Patrick Herzog, V.P. pherzog@michels.us Kelsey Schultz, Secretary kschultz@michels.us		Inland Waters Pollution Control, Inc. 4086 Michigan Ave. Detroit, MI 48210 PH: 313-899-3014 FAX: 313-899-3011 Jignesh Madhani, V.P. jmadhani@teamipr.com Michael Irish mirish@teamipr.com		Lanzo Trenchless Technologies North 28135 Groesbeck Highway Roseville, MI 48066 PH: 954-973-9700 FAX: 954-974-3894 Kevin Pawlowski Assist. Secretary Angelo D'Alessandro estimating@lanzo.org	
Item No.	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	MOBILIZATION	1	LSUM	\$365,000.00	\$365,000.00	\$328,000.00	\$328,000.00	\$310,819.10	\$310,819.10	\$100,000.00	\$100,000.00	\$180,000.00	\$180,000.00	\$245,000.00	\$245,000.00	\$1,068,082.00	\$1,068,082.00	\$325,528.00	\$325,528.00	\$920,000.00	\$920,000.00	
2	SEWER CLEANING, 60" AND OVER	7,421	FEET	\$135.00	\$1,001,835.00	\$29.00	\$215,209.00	\$14.50	\$107,604.50	\$14.00	\$103,894.00	\$17.00	\$126,157.00	\$18.00	\$133,578.00	\$27.00	\$200,367.00	\$16.00	\$118,736.00	\$17.00	\$126,157.00	
3	SEWER CLEANING, 48" TO 60"	10,143	FEET	\$85.00	\$862,155.00	\$26.00	\$263,718.00	\$12.40	\$125,773.20	\$12.00	\$121,716.00	\$15.00	\$152,145.00	\$18.00	\$182,574.00	\$20.00	\$202,860.00	\$14.00	\$142,002.00	\$14.00	\$142,002.00	
4	SEWER CLEANING, 54" W X48" H BOX SEWER	39	FEET	\$55.00	\$2,145.00	\$60.00	\$2,340.00	\$51.80	\$2,020.20	\$50.00	\$1,950.00	\$60.00	\$2,340.00	\$1,220.00	\$47,580.00	\$25.00	\$975.00	\$55.00	\$2,145.00	\$60.00	\$2,340.00	
5	SEWER CLEANING, LESS THAN 48"	6,013	FEET	\$50.00	\$300,650.00	\$26.00	\$156,338.00	\$12.40	\$74,561.20	\$12.00	\$72,156.00	\$14.00	\$84,182.00	\$18.00	\$108,234.00	\$11.00	\$66,143.00	\$14.00	\$84,182.00	\$14.00	\$84,182.00	
6	CURED-IN-PLACE PIPELINER, 84"	1,784	FEET	\$680.00	\$1,213,120.00	\$535.00	\$954,440.00	\$632.50	\$1,128,380.00	\$550.00	\$981,200.00	\$615.00	\$1,097,160.00	\$605.00	\$1,079,320.00	\$635.00	\$1,132,840.00	\$757.00	\$1,350,488.00	\$755.00	\$1,346,920.00	
7	CURED-IN-PLACE PIPELINER, 72"	4,090	FEET	\$620.00	\$2,535,800.00	\$389.00	\$1,591,010.00	\$508.90	\$2,081,401.00	\$460.00	\$1,881,400.00	\$510.00	\$2,085,900.00	\$450.00	\$1,840,500.00	\$580.00	\$2,372,200.00	\$714.00	\$2,920,260.00	\$655.00	\$2,678,950.00	
8	CURED-IN-PLACE PIPELINER, 66"	40	FEET	\$530.00	\$21,200.00	\$1,336.00	\$53,440.00	\$945.50	\$37,820.00	\$2,000.00	\$80,000.00	\$1,637.00	\$65,480.00	\$800.00	\$32,000.00	\$2,000.00	\$80,000.00	\$2,325.00	\$93,000.00	\$1,571.00	\$62,840.00	
9	CURED-IN-PLACE PIPELINER, 60"	1,460	FEET	\$435.00	\$635,100.00	\$250.00	\$365,000.00	\$329.10	\$480,486.00	\$375.00	\$547,500.00	\$419.00	\$611,740.00	\$390.00	\$569,400.00	\$500.00	\$730,000.00	\$543.00	\$792,780.00	\$525.00	\$766,500.00	
10	CURED-IN-PLACE PIPELINER, 58"	152	FEET	\$425.00	\$64,600.00	\$250.00	\$38,000.00	\$284.10	\$43,183.20	\$350.00	\$53,200.00	\$605.00	\$91,960.00	\$360.00	\$54,720.00	\$490.00	\$74,480.00	\$552.00	\$83,904.00	\$481.00	\$73,112.00	
11	CURED-IN-PLACE PIPELINER, 57"	1,153	FEET	\$415.00	\$478,495.00	\$250.00	\$288,250.00	\$284.10	\$327,567.30	\$290.00	\$334,370.00	\$285.00	\$328,605.00	\$255.00	\$294,015.00	\$365.00	\$420,845.00	\$533.00	\$614,549.00	\$545.00	\$628,385.00	
12	CURED-IN-PLACE PIPELINER, 56"	3,018	FEET	\$395.00	\$1,192,110.00	\$250.00	\$754,500.00	\$234.70	\$708,324.60	\$295.00	\$890,310.00	\$314.00	\$947,652.00	\$295.00	\$890,310.00	\$360.00	\$1,086,480.00	\$483.00	\$1,457,694.00	\$550.00	\$1,659,900.00	
13	CURED-IN-PLACE PIPELINER, 54"	2,859	FEET	\$365.00	\$1,043,535.00	\$258.00	\$737,622.00	\$239.20	\$683,872.80	\$295.00	\$843,405.00	\$317.00	\$906,303.00	\$272.00	\$777,648.00	\$320.00	\$914,880.00	\$484.00	\$1,383,756.00	\$545.00	\$1,558,155.00	
14	CURED-IN-PLACE PIPELINER, 52"	392	FEET	\$345.00	\$135,240.00	\$221.00	\$86,632.00	\$310.90	\$121,872.80	\$290.00	\$113,680.00	\$253.00	\$99,176.00	\$270.00	\$105,840.00	\$310.00	\$121,520.00	\$969.00	\$379,848.00	\$474.00	\$185,808.00	
15	CURED-IN-PLACE PIPELINER, 50"	788	FEET	\$320.00	\$252,160.00	\$236.00	\$185,968.00	\$221.70	\$174,699.60	\$285.00	\$224,580.00	\$310.00	\$244,280.00	\$265.00	\$208,820.00	\$300.00	\$236,400.00	\$568.00	\$447,584.00	\$354.00	\$278,952.00	
16	CURED-IN-PLACE PIPELINER, 48"	1,781	FEET	\$295.00	\$525,395.00	\$199.00	\$354,419.00	\$181.90	\$323,963.90	\$285.00	\$507,585.00	\$225.00	\$400,725.00	\$240.00	\$427,440.00	\$290.00	\$516,490.00	\$276.00	\$491,556.00	\$331.00	\$589,511.00	
17	CURED-IN-PLACE PIPELINER, 46"	1,306	FEET	\$285.00	\$372,210.00	\$161.00	\$210,266.00	\$177.00	\$231,162.00	\$250.00	\$326,500.00	\$204.00	\$266,424.00	\$235.00	\$306,910.00	\$285.00	\$372,210.00	\$272.00	\$355,232.00	\$311.00	\$406,166.00	
18	CURED-IN-PLACE PIPELINER, 45"	1,054	FEET	\$270.00	\$284,580.00	\$117.00	\$123,318.00	\$185.80	\$195,833.20	\$250.00	\$263,500.00	\$196.00	\$206,584.00	\$220.00	\$231,880.00	\$280.00	\$295,120.00	\$251.00	\$264,554.00	\$294.00	\$309,876.00	
19	CURED-IN-PLACE PIPELINER, 44"	664	FEET	\$265.00	\$175,960.00	\$239.00	\$158,696.00	\$196.50	\$130,476.00	\$250.00	\$166,000.00	\$235.00	\$156,040.00	\$210.00	\$139,440.00	\$275.00	\$182,600.00	\$251.00	\$166,664.00	\$275.00	\$182,600.00	
20	CURED-IN-PLACE PIPELINER, 42"	389	FEET	\$245.00	\$95,305.00	\$166.00	\$64,574.00	\$167.90	\$65,313.10	\$225.00	\$87,525.00	\$190.00	\$73,910.00	\$205.00	\$79,745.00	\$270.00	\$105,030.00	\$265.00	\$103,085.00	\$273.00	\$106,197.00	
21	CURED-IN-PLACE PIPELINER 40"	424	FEET	\$230.00	\$97,520.00	\$104.00	\$44,096.00	\$145.10	\$61,522.40	\$205.00	\$86,920.00	\$130.00	\$55,120.00	\$200.00	\$84,800.00	\$265.00	\$112,360.00	\$244.00	\$103,456.00	\$261.00	\$110,664.00	
22	CURED-IN-PLACE PIPELINER, 39"	644	FEET	\$225.00	\$144,900.00	\$104.00	\$66,976.00	\$154.90	\$99,755.60	\$200.00	\$128,800.00	\$146.00	\$94,024.00	\$190.00	\$122,360.00	\$260.00	\$167,440.00	\$238.00	\$153,272.00	\$287.00	\$184,828.00	
23	CURED-IN-PLACE PIPELINER, 38"	74	FEET	\$215.00	\$15,910.00	\$159.00	\$11,766.00	\$212.30	\$15,710.20	\$200.00	\$14,800.00	\$295.00	\$21,830.00	\$225.00	\$16,650.00	\$255.00	\$18,870.00	\$307.00	\$22,718.00	\$415.00	\$30,710.00	
24	CURED-IN-PLACE PIPELINER, 37"	78	FEET	\$205.00	\$15,990.00	\$159.00	\$12,402.00	\$212.30	\$16,559.40	\$195.00	\$15,210.00	\$271.00	\$21,138.00	\$215.00	\$16,770.00	\$250.00	\$19,500.00	\$341.00	\$26,598.00	\$378.00	\$29,484.00	
25	CURED-IN-PLACE PIPELINER, 36"	32	FEET	\$205.00	\$6,560.00	\$221.00	\$7,072.00	\$371.10	\$11,875.20	\$300.00	\$9,600.00	\$473.00	\$15,136.00	\$300.00	\$9,600.00	\$245.00	\$7,840.00	\$397.00	\$12,704.00	\$744.00	\$23,808.00	
26	CURED-IN-PLACE PIPELINER, 34"	432	FEET	\$205.00	\$88,560.00	\$91.00	\$39,312.00	\$118.60	\$51,235.20	\$190.00	\$82,080.00	\$125.00	\$54,000.00	\$145.00	\$62,640.00	\$135.00	\$58,320.00	\$197.00	\$85,104.00	\$206.00	\$88,992.00	
27	CURED-IN-PLACE PIPELINER, 30"	71	FEET	\$195.00	\$13,845.00	\$241.00	\$17,111.00	\$371.10	\$26,348.10	\$220.00	\$15,620.00	\$645.00	\$45,795.00	\$160.00	\$11,360.00	\$1,050.00	\$74,550.00	\$293.00	\$20,803.00	\$515.00	\$36,565.00	
28	CURED-IN-PLACE PIPELINER, 21"	20	FEET	\$135.00	\$2,700.00	\$241.00	\$4,820.00	\$360.00	\$7,200.00	\$165.00	\$3,300.00	\$518.00	\$10,360.00	\$230.00	\$4,600.00	\$820.00	\$16,400.00	\$480.00	\$9,600.00	\$606.00	\$12,120.00	
29	CURED-IN-PLACE PIPELINER, 20"	372	FEET	\$135.00	\$50,220.00	\$81.00	\$30,132.00	\$63.50	\$23,622.00	\$135.00	\$50,220.00	\$110.00	\$40,920.00	\$105.00	\$39,060.00	\$60.00	\$22,320.00	\$133.00	\$49,476.00	\$184.00	\$68,448.00	
30	CURED-IN-PLACE PIPELINER, 18"	453	FEET	\$115.00	\$52,095.00	\$33.00	\$14,949.00	\$38.70	\$17,531.10	\$130.00	\$58,890.00	\$61.00	\$27,633.00	\$90.00	\$40,770.00	\$150.00	\$67,950.00	\$140.00	\$63,420.00	\$156.00	\$70,668.00	
31	END SEAL, 84"	12	EACH	\$4,200.00	\$50,400.00	\$77.00	\$924.00	\$1,181.00	\$14,172.00	\$2,000.00	\$24,000.00	\$1,446.00	\$17,352.00	\$2,300.00	\$27,600.00	\$2,500.00	\$30,000.00	\$1,250.00	\$15,000.00	\$1,500.00	\$18,000.00	
32	END SEAL, 72"	26	EACH	\$3,400.00	\$88,400.00	\$66.00	\$1,716.00	\$978.90	\$25,451.40	\$1,300.00	\$33,800.00	\$1,193.00	\$31,018.00	\$2,250.00	\$58,500.00	\$2,500.00	\$65,000.00	\$1,036.00	\$26,936.00	\$1,500.00	\$39,000.00	
33	END SEAL, 66"	2	EACH	\$3,050.00	\$6,100.00	\$60.00	\$120.00	\$916.80	\$1,833.60	\$1,300.00	\$2,600.00	\$1,115.00	\$2,230.00	\$2,100.00	\$4,200.00	\$1,500.00	\$3,000.00	\$971.00	\$1,942.00	\$1,500.00	\$3,000.00	
34	END SEAL, 60"	8	EACH	\$2,700.00	\$21,600.00	\$55.00	\$440.00	\$854.60	\$6,836.80	\$1,200.00	\$9,600.00	\$1,051.00	\$8,408.00	\$1,800.00	\$14,400.00	\$1,900.00	\$15,200.00	\$905.00	\$7,240.00	\$1,500.00	\$12,000.00	
35	END SEAL, 58"	6	EACH	\$2,550.00	\$15,300.00	\$53.00	\$318.00	\$833.90	\$5,003.40	\$1,100.00	\$6,600.00	\$1,012.00	\$6,072.00	\$1,775.00	\$10,650.00	\$1,850.00	\$11,100.00	\$883.00	\$5,298.00	\$1,500.00	\$9,000.00	
36	END SEAL, 57"	4	EACH	\$2,400.00	\$9,600.00	\$52.00	\$208.00	\$823.60	\$3,294.40	\$1,000.00	\$4,000.00	\$933.00	\$3,732.00	\$1,525.00	\$6,100.00	\$1,800.00	\$7,200.00	\$872.00	\$3,488.00	\$1,500.00	\$6,000.00	
37	END SEAL, 56"	22	EACH	\$2,300.00	\$50,600.00	\$51.00	\$1,122.00	\$813.20	\$17,890.40	\$1,000.00	\$22,000.00	\$986.00	\$21,692.00	\$1,500.00	\$33,000.00	\$1,750.00	\$38,500.00	\$861.00	\$18,942.00	\$1,500.00	\$33,000.00	
38	END SEAL, 54"	12	EACH	\$2,250.00	\$27,000.00	\$49.00	\$588.00	\$730.30	\$8,763.60	\$1,000.00	\$12,000.00	\$894.00	\$10,728.00	\$1,480.00	\$17,760.00	\$1,700.00	\$20,400.00	\$806.00	\$9,672.00	\$1,500.00	\$18,000.00	
39	END SEAL, 52"	4	EACH	\$2,200.00	\$8,800.00	\$48.00	\$192.00	\$761.40	\$3,045.60	\$1,000.00	\$4,000.00	\$921.00	\$3,684.00	\$1,425.00	\$5,700.00	\$1,650.00	\$6,600.00	\$806.00	\$3,224.00	\$1,500.00	\$6,000.00	
40	END SEAL, 50"	8	EACH	\$2,100.00	\$16,800.00	\$46.00	\$368.00	\$761.40	\$6,091.20	\$1,000.00	\$8,000.00	\$920.00	\$7,360.00	\$1,400.00	\$11,200.00	\$1,600.00	\$12,800.00	\$806.00	\$6			

Project Name: 7th Ward Sewer Rehabilitation IEPA Loan No. L17-5329 Project Number: 2015-07 Bid Date: Tuesday, December 13, 2016 Time: 10:00 A.M. Fund: Sewer Fund Organization Code: 79487906 Object Code: 489030				Engineer's Estimate BGM Engineering 5130 Hickory Point Frontage Road, Suite 2 Decatur, IL 62526 PH: 217-423-8600 H. David Harp dharp@bgmengineering.com		SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366 PH: 636-385-1034 FAX: 636-385-1100 Boyd Hirtz, V.P. Thersa Messer bidcippc@sakcon.com		Insituform Technologies USA, LLC 17988 Edison Ave. Chesterfield, MO 63005 PH: 314-409-5069 FAX: 636-898-5094 Debra Jasper Assistant Secretary Greg Patton gpatton@insituform.com		Kenny Construction Co. 2215 Sanders Road Suite 400 Northbrook, IL 60062 PH: 847-919-8200 FAX: 847-272-5930 Eric J. Rietz, Secretary Kristy Cole kristy.cole@gcinc.com		Layne Inliner, LLC 4520 N. State Road 37 Orleans, IN 47452 PH: 812-865-3232 FAX: 812-865-3075 Denise McClanahan, V.P. denise.mcclanahan@layne.com Linda Andry linda.andry@layne.com		Ric-Man Construction, Inc. 42600 R. Mancini Dr Sterling Heights, MI 48314 PH: 586-739-5210 FAX: None Listed Edward Mancini, V.P. John D'Alessandro jdlessandro@ric-man.com		Michels Pipe Services A Div. of Michels Corporation 817 W Main St Brownsville, WI 53006 PH: 920-924-4300 FAX: 920-924-4323 Patrick Herzog, V.P. pherzog@michels.us Kelsey Schultz, Secretary kschultz@michels.us		Inland Waters Pollution Control, Inc. 4086 Michigan Ave. Detroit, MI 48210 PH: 313-899-3014 FAX: 313-899-3011 Jignesh Madhani, V.P. jmadhani@teamipr.com Michael Irish mirish@teamipr.com		Lanzo Trenchless Technologies North 28135 Groesbeck Highway Roseville, MI 48066 PH: 954-973-9700 FAX: 954-974-3894 Kevin Pawlowski Assist. Secretary Angelo D'Alessandro estimating@lanzo.org	
Item No.	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
52	END SEAL, 30"	8	EACH	\$950.00	\$7,600.00	\$28.00	\$224.00	\$357.40	\$2,859.20	\$425.00	\$3,400.00	\$370.00	\$2,960.00	\$800.00	\$6,400.00	\$900.00	\$7,200.00	\$412.00	\$3,296.00	\$1,500.00	\$12,000.00
53	END SEAL, 21"	2	EACH	\$800.00	\$1,600.00	\$20.00	\$40.00	\$139.80	\$279.60	\$250.00	\$500.00	\$155.00	\$310.00	\$675.00	\$1,350.00	\$350.00	\$700.00	\$181.00	\$362.00	\$1,500.00	\$3,000.00
54	END SEAL, 20"	4	EACH	\$700.00	\$2,800.00	\$19.00	\$76.00	\$170.90	\$683.60	\$180.00	\$720.00	\$181.00	\$724.00	\$625.00	\$2,500.00	\$500.00	\$2,000.00	\$181.00	\$724.00	\$1,500.00	\$6,000.00
55	END SEAL, 18"	2	EACH	\$600.00	\$1,200.00	\$17.00	\$34.00	\$129.50	\$259.00	\$170.00	\$340.00	\$143.00	\$286.00	\$625.00	\$1,250.00	\$500.00	\$1,000.00	\$170.00	\$340.00	\$1,500.00	\$3,000.00
56	LATERAL REINSTATEMENT	184	EACH	\$300.00	\$55,200.00	\$25.00	\$4,600.00	\$243.00	\$44,712.00	\$400.00	\$73,600.00	\$550.00	\$101,200.00	\$240.00	\$44,160.00	\$525.00	\$96,600.00	\$37.00	\$6,808.00	\$337.00	\$62,008.00
57	NEW MANHOLE SW-303A	1	LSUM	\$40,000.00	\$40,000.00	\$25,600.00	\$25,600.00	\$15,849.60	\$15,849.60	\$28,000.00	\$28,000.00	\$30,592.00	\$30,592.00	\$25,800.00	\$25,800.00	\$9,500.00	\$9,500.00	\$28,502.00	\$28,502.00	\$8,277.00	\$8,277.00
58	RECONSTRUCT MANHOLE SW-35	1	LSUM	\$15,000.00	\$15,000.00	\$4,700.00	\$4,700.00	\$7,769.40	\$7,769.40	\$11,000.00	\$11,000.00	\$5,616.00	\$5,616.00	\$23,400.00	\$23,400.00	\$2,000.00	\$2,000.00	\$12,881.00	\$12,881.00	\$8,832.00	\$8,832.00
59	RECONSTRUCT MANHOLE SW-52	1	LSUM	\$12,000.00	\$12,000.00	\$24,781.00	\$24,781.00	\$7,769.40	\$7,769.40	\$33,000.00	\$33,000.00	\$29,614.00	\$29,614.00	\$23,900.00	\$23,900.00	\$10,000.00	\$10,000.00	\$21,322.00	\$21,322.00	\$11,974.00	\$11,974.00
60	RECONSTRUCT MANHOLE SW-113	1	LSUM	\$15,000.00	\$15,000.00	\$4,700.00	\$4,700.00	\$7,769.40	\$7,769.40	\$13,500.00	\$13,500.00	\$5,616.00	\$5,616.00	\$25,800.00	\$25,800.00	\$1,828.00	\$1,828.00	\$12,881.00	\$12,881.00	\$9,769.00	\$9,769.00
61	ABANDON MANHOLE 16-98	1	LSUM	\$12,000.00	\$12,000.00	\$750.00	\$750.00	\$3,315.00	\$3,315.00	\$5,000.00	\$5,000.00	\$7,767.00	\$7,767.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$11,839.00	\$11,839.00	\$3,509.00	\$3,509.00
62	FIBER REINFORCED PCC SHOTCRETE, 2" (VERTICAL)	3,721	SQ FT	\$45.00	\$167,445.00	\$18.00	\$66,978.00	\$18.60	\$69,210.60	\$20.00	\$74,420.00	\$21.00	\$78,141.00	\$40.00	\$148,840.00	\$78.00	\$290,238.00	\$30.00	\$111,630.00	\$22.00	\$81,862.00
63	FIBER REINFORCED PCC SHOTCRETE, 2" (PIPE)	3,178	SQ FT	\$70.00	\$222,460.00	\$21.00	\$66,738.00	\$21.40	\$68,009.20	\$20.00	\$63,560.00	\$24.00	\$76,272.00	\$43.00	\$136,654.00	\$182.00	\$578,396.00	\$30.00	\$95,340.00	\$25.00	\$79,450.00
64	STRUCTURE NO. 1	1	LSUM	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$518.00	\$518.00	\$8,200.00	\$8,200.00	\$597.00	\$597.00	\$9,200.00	\$9,200.00	\$15,565.00	\$15,565.00	\$1,628.00	\$1,628.00	\$15,154.00	\$15,154.00
65	STRUCTURE NO. 2	1	LSUM	\$7,000.00	\$7,000.00	\$800.00	\$800.00	\$828.70	\$828.70	\$8,200.00	\$8,200.00	\$956.00	\$956.00	\$9,050.00	\$9,050.00	\$17,130.00	\$17,130.00	\$1,628.00	\$1,628.00	\$18,300.00	\$18,300.00
66	STRUCTURE NO. 3	1	LSUM	\$12,000.00	\$12,000.00	\$2,312.00	\$2,312.00	\$2,395.10	\$2,395.10	\$8,200.00	\$8,200.00	\$2,762.00	\$2,762.00	\$16,000.00	\$16,000.00	\$21,000.00	\$21,000.00	\$1,628.00	\$1,628.00	\$10,073.00	\$10,073.00
67	STRUCTURE NO. 4	1	LSUM	\$35,000.00	\$35,000.00	\$2,370.00	\$2,370.00	\$2,455.10	\$2,455.10	\$8,200.00	\$8,200.00	\$2,832.00	\$2,832.00	\$12,000.00	\$12,000.00	\$36,500.00	\$36,500.00	\$1,628.00	\$1,628.00	\$22,142.00	\$22,142.00
68	STRUCTURE NO. 5	1	LSUM	\$6,000.00	\$6,000.00	\$1,965.00	\$1,965.00	\$2,035.60	\$2,035.60	\$8,200.00	\$8,200.00	\$2,348.00	\$2,348.00	\$10,000.00	\$10,000.00	\$12,500.00	\$12,500.00	\$1,628.00	\$1,628.00	\$14,873.00	\$14,873.00
69	STRUCTURE NO. 6	1	LSUM	\$25,000.00	\$25,000.00	\$2,455.00	\$2,455.00	\$2,543.20	\$2,543.20	\$8,200.00	\$8,200.00	\$2,933.00	\$2,933.00	\$12,000.00	\$12,000.00	\$17,608.00	\$17,608.00	\$1,628.00	\$1,628.00	\$10,617.00	\$10,617.00
70	STRUCTURE NO. 7	1	LSUM	\$15,000.00	\$15,000.00	\$1,500.00	\$1,500.00	\$1,553.90	\$1,553.90	\$11,000.00	\$11,000.00	\$1,792.00	\$1,792.00	\$14,000.00	\$14,000.00	\$17,608.00	\$17,608.00	\$1,689.00	\$1,689.00	\$10,285.00	\$10,285.00
71	STRUCTURE NO. 8	1	LSUM	\$3,000.00	\$3,000.00	\$300.00	\$300.00	\$310.80	\$310.80	\$8,200.00	\$8,200.00	\$358.00	\$358.00	\$6,000.00	\$6,000.00	\$13,520.00	\$13,520.00	\$1,628.00	\$1,628.00	\$14,822.00	\$14,822.00
72	STRUCTURE NO. 9	1	LSUM	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,071.80	\$2,071.80	\$5,900.00	\$5,900.00	\$2,390.00	\$2,390.00	\$5,800.00	\$5,800.00	\$980.00	\$980.00	\$1,689.00	\$1,689.00	\$10,900.00	\$10,900.00
73	STRUCTURE NO. 10	1	LSUM	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$2,071.80	\$2,071.80	\$5,900.00	\$5,900.00	\$2,390.00	\$2,390.00	\$6,000.00	\$6,000.00	\$1,045.00	\$1,045.00	\$4,703.00	\$4,703.00	\$12,402.00	\$12,402.00
74	STRUCTURE NO. 11	1	LSUM	\$35,000.00	\$35,000.00	\$2,480.00	\$2,480.00	\$2,569.10	\$2,569.10	\$8,200.00	\$8,200.00	\$2,963.00	\$2,963.00	\$13,500.00	\$13,500.00	\$36,450.00	\$36,450.00	\$1,689.00	\$1,689.00	\$27,830.00	\$27,830.00
75	STRUCTURE NO. 12	1	LSUM	\$40,000.00	\$40,000.00	\$3,334.00	\$3,334.00	\$3,453.80	\$3,453.80	\$8,200.00	\$8,200.00	\$3,984.00	\$3,984.00	\$10,000.00	\$10,000.00	\$44,500.00	\$44,500.00	\$1,628.00	\$1,628.00	\$31,822.00	\$31,822.00
76	STRUCTURE NO. 13	1	LSUM	\$3,000.00	\$3,000.00	\$800.00	\$800.00	\$828.70	\$828.70	\$8,200.00	\$8,200.00	\$956.00	\$956.00	\$7,700.00	\$7,700.00	\$14,500.00	\$14,500.00	\$1,628.00	\$1,628.00	\$22,626.00	\$22,626.00
77	STRUCTURE NO. 14	1	LSUM	\$2,000.00	\$2,000.00	\$1,920.00	\$1,920.00	\$1,989.00	\$1,989.00	\$8,200.00	\$8,200.00	\$2,295.00	\$2,295.00	\$7,100.00	\$7,100.00	\$12,500.00	\$12,500.00	\$1,689.00	\$1,689.00	\$8,772.00	\$8,772.00
78	STRUCTURE NO. 15	1	LSUM	\$500.00	\$500.00	\$10.00	\$10.00	\$1.00	\$1.00	\$8,200.00	\$8,200.00	\$2,295.00	\$2,295.00	\$695.00	\$695.00	\$1,800.00	\$1,800.00	\$1,689.00	\$1,689.00	\$11,041.00	\$11,041.00
79	STRUCTURE NO. 16	1	LSUM	\$3,000.00	\$3,000.00	\$2,200.00	\$2,200.00	\$2,279.00	\$2,279.00	\$8,200.00	\$8,200.00	\$2,629.00	\$2,629.00	\$11,500.00	\$11,500.00	\$19,000.00	\$19,000.00	\$1,689.00	\$1,689.00	\$15,064.00	\$15,064.00
80	STRUCTURE NO. 17	1	LSUM	\$7,000.00	\$7,000.00	\$3,115.00	\$3,115.00	\$3,225.60	\$3,225.60	\$8,200.00	\$8,200.00	\$3,721.00	\$3,721.00	\$3,500.00	\$3,500.00	\$12,500.00	\$12,500.00	\$1,327.00	\$1,327.00	\$6,231.00	\$6,231.00
81	MANHOLE SW-06	1	LSUM	\$2,000.00	\$2,000.00	\$500.00	\$500.00	\$518.00	\$518.00	\$8,200.00	\$8,200.00	\$597.00	\$597.00	\$3,500.00	\$3,500.00	\$18,000.00	\$18,000.00	\$3,015.00	\$3,015.00	\$2,420.00	\$2,420.00
82	MANHOLE SW-07	1	LSUM	\$3,000.00	\$3,000.00	\$400.00	\$400.00	\$414.40	\$414.40	\$8,200.00	\$8,200.00	\$478.00	\$478.00	\$7,500.00	\$7,500.00	\$6,500.00	\$6,500.00	\$1,628.00	\$1,628.00	\$2,420.00	\$2,420.00
83	MANHOLE SW-12	1	LSUM	\$3,000.00	\$3,000.00	\$600.00	\$600.00	\$621.60	\$621.60	\$8,200.00	\$8,200.00	\$717.00	\$717.00	\$7,700.00	\$7,700.00	\$6,500.00	\$6,500.00	\$1,689.00	\$1,689.00	\$2,420.00	\$2,420.00
84	MANHOLE SW-13	1	LSUM	\$3,000.00	\$3,000.00	\$600.00	\$600.00	\$621.60	\$621.60	\$8,200.00	\$8,200.00	\$717.00	\$717.00	\$7,800.00	\$7,800.00	\$6,500.00	\$6,500.00	\$1,447.00	\$1,447.00	\$3,630.00	\$3,630.00
85	MANHOLE SW-20	1	LSUM	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$621.60	\$621.60	\$8,200.00	\$8,200.00	\$717.00	\$717.00	\$3,500.00	\$3,500.00	\$15,500.00	\$15,500.00	\$1,327.00	\$1,327.00	\$3,025.00	\$3,025.00
86	MANHOLE SW-24	1	LSUM	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$518.00	\$518.00	\$8,200.00	\$8,200.00	\$597.00	\$597.00	\$3,600.00	\$3,600.00	\$21,500.00	\$21,500.00	\$1,327.00	\$1,327.00	\$1,815.00	\$1,815.00
87	MANHOLE SW-25	1	LSUM	\$2,000.00	\$2,000.00	\$400.00	\$400.00	\$414.40	\$414.40	\$8,200.00	\$8,200.00	\$478.00	\$478.00	\$8,800.00	\$8,800.00	\$13,500.00	\$13,500.00	\$1,447.00	\$1,447.00	\$2,420.00	\$2,420.00
88	MANHOLE SW-26	1	LSUM	\$3,000.00	\$3,000.00	\$600.00	\$600.00	\$621.60	\$621.60	\$8,200.00	\$8,200.00	\$717.00	\$717.00	\$8,700.00	\$8,700.00	\$7,800.00	\$7,800.00	\$1,508.00	\$1,508.00	\$3,146.00	\$3,146.00
89	MANHOLE SW-28	1	LSUM	\$2,000.00	\$2,000.00	\$700.00	\$700.00	\$725.10	\$725.10	\$8,200.00	\$8,200.00	\$836.00	\$836.00	\$9,700.00	\$9,700.00	\$14,500.00	\$14,500.00	\$1,447.00	\$1,447.00	\$3,570.00	\$3,570.00
90	MANHOLE SW-33	1	LSUM	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$621.60	\$621.60	\$8,200.00	\$8,200.00	\$717.00	\$717.00	\$8,900.00	\$8,900.00	\$18,750.00	\$18,750.00	\$1,447.00	\$1,447.00	\$4,235.00	\$4,235.00
91	MANHOLE SW-38	1	LSUM	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$621.60	\$621.60	\$8,200.00	\$8,200.00	\$717.00	\$717.00	\$8,900.00	\$8,900.00	\$14,500.00	\$14,500.00	\$1,447.00	\$1,447.00	\$4,235.00	\$4,235.00
92	MANHOLE SW-39	1	LSUM	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$518.00	\$518.00	\$8,200.00	\$8,200.00	\$597.00	\$597.00	\$9,100.00	\$9,100.						

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Item No.	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
103	MANHOLE SW-304	1	LSUM	\$2,500.00	\$2,500.00	\$600.00	\$600.00	\$621.60	\$621.60	\$8,200.00	\$8,200.00	\$717.00	\$717.00	\$8,300.00	\$8,300.00	\$7,800.00	\$7,800.00	\$1,447.00	\$1,447.00	\$4,235.00	\$4,235.00
104	MANHOLE U-26	1	LSUM	\$15,000.00	\$15,000.00	\$1,200.00	\$1,200.00	\$1,243.10	\$1,243.10	\$8,200.00	\$8,200.00	\$1,434.00	\$1,434.00	\$5,200.00	\$5,200.00	\$2,200.00	\$2,200.00	\$1,689.00	\$1,689.00	\$4,235.00	\$4,235.00
105	SPOT GROUTING	2	EACH	\$5,000.00	\$10,000.00	\$1,500.00	\$3,000.00	\$1,533.20	\$3,066.40	\$20,000.00	\$40,000.00	\$7,767.00	\$15,534.00	\$1,800.00	\$3,600.00	\$3,635.00	\$7,270.00	\$2,303.00	\$4,606.00	\$6,050.00	\$12,100.00
106	SPOT REPAIR	1	EACH	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00	\$4,599.50	\$4,599.50	\$20,000.00	\$20,000.00	\$7,767.00	\$7,767.00	\$2,100.00	\$2,100.00	\$8,825.00	\$8,825.00	\$3,015.00	\$3,015.00	\$1,815.00	\$1,815.00
107	PIPE CONNECTIN REPAIR, OVER 12"	1	EACH	\$6,000.00	\$6,000.00	\$1,500.00	\$1,500.00	\$6,132.70	\$6,132.70	\$5,000.00	\$5,000.00	\$4,182.00	\$4,182.00	\$3,100.00	\$3,100.00	\$2,420.00	\$2,420.00	\$6,578.00	\$6,578.00	\$1,815.00	\$1,815.00
108	LID REPLACEMENT	2	EACH	\$500.00	\$1,000.00	\$600.00	\$1,200.00	\$1,346.70	\$2,693.40	\$500.00	\$1,000.00	\$717.00	\$1,434.00	\$350.00	\$700.00	\$605.00	\$1,210.00	\$713.00	\$1,426.00	\$329.00	\$658.00
109	CASTING AND LID REPLACEMENT	5	EACH	\$2,000.00	\$10,000.00	\$800.00	\$4,000.00	\$1,553.90	\$7,769.50	\$1,200.00	\$6,000.00	\$956.00	\$4,780.00	\$1,300.00	\$6,500.00	\$1,040.00	\$5,200.00	\$2,028.00	\$10,140.00	\$1,452.00	\$7,260.00
110	CASTING AND LID REPLACEMENT (PAVEMENT)	14	EACH	\$3,000.00	\$42,000.00	\$1,800.00	\$25,200.00	\$2,071.80	\$29,005.20	\$1,800.00	\$25,200.00	\$2,151.00	\$30,114.00	\$2,300.00	\$32,200.00	\$2,350.00	\$32,900.00	\$2,741.00	\$38,374.00	\$2,420.00	\$33,880.00
111	MANHOLE ADJUSTMENT	4	EACH	\$6,000.00	\$24,000.00	\$500.00	\$2,000.00	\$828.70	\$3,314.80	\$1,500.00	\$6,000.00	\$597.00	\$2,388.00	\$1,200.00	\$4,800.00	\$435.00	\$1,740.00	\$757.00	\$3,028.00	\$847.00	\$3,388.00
112	TELEVISIONING, PRE-REHABILITATION	23,616	FEET	\$1.25	\$29,520.00	\$2.00	\$47,232.00	\$2.10	\$49,593.60	\$2.00	\$47,232.00	\$2.25	\$53,136.00	\$2.50	\$59,040.00	\$5.00	\$118,080.00	\$3.00	\$70,848.00	\$2.40	\$56,678.40
113	TELEVISIONING, POST-REHABILITATION	23,616	FEET	\$1.25	\$29,520.00	\$2.00	\$47,232.00	\$1.00	\$23,616.00	\$2.00	\$47,232.00	\$2.25	\$53,136.00	\$2.50	\$59,040.00	\$5.00	\$118,080.00	\$3.00	\$70,848.00	\$3.30	\$77,932.80
114	ABANDON SEWERS, 18"	45	FEET	\$200.00	\$9,000.00	\$50.00	\$2,250.00	\$80.80	\$3,636.00	\$125.00	\$5,625.00	\$36.00	\$1,620.00	\$102.00	\$4,590.00	\$11.00	\$495.00	\$116.00	\$5,220.00	\$60.00	\$2,700.00
115	SANITARY SEWERS WITH CLSM, 18" DIA., 8' TO 12' DEPTH	50	FEET	\$250.00	\$12,500.00	\$250.00	\$12,500.00	\$124.30	\$6,215.00	\$250.00	\$12,500.00	\$299.00	\$14,950.00	\$425.00	\$21,250.00	\$385.00	\$19,250.00	\$466.00	\$23,300.00	\$605.00	\$30,250.00
116	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	90	TON	\$250.00	\$22,500.00	\$225.00	\$20,250.00	\$60.10	\$5,409.00	\$209.00	\$18,810.00	\$268.00	\$24,120.00	\$190.00	\$17,100.00	\$67.00	\$6,030.00	\$120.00	\$10,800.00	\$304.00	\$27,360.00
117	BITUMINOUS MATERIALS (TACK COAT)	304	LBS	\$5.00	\$1,520.00	\$3.00	\$912.00	\$8.30	\$2,523.20	\$3.00	\$912.00	\$3.60	\$1,094.40	\$21.00	\$6,384.00	\$6.00	\$1,824.00	\$7.00	\$2,128.00	\$3.30	\$1,003.20
118	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	675	SQ YD	\$20.00	\$13,500.00	\$6.00	\$4,050.00	\$10.40	\$7,020.00	\$20.00	\$13,500.00	\$7.00	\$4,725.00	\$8.00	\$5,400.00	\$7.00	\$4,725.00	\$75.00	\$50,625.00	\$29.00	\$19,575.00
119	CLASS B PATCHES, SPECIAL	608	SQ YD	\$120.00	\$72,960.00	\$63.00	\$38,304.00	\$38.30	\$23,286.40	\$205.00	\$124,640.00	\$76.00	\$46,208.00	\$40.00	\$24,320.00	\$17.00	\$10,336.00	\$97.00	\$58,976.00	\$272.00	\$165,376.00
120	PAVEMENT PATCHING, SPECIAL	43	SQ YD	\$110.00	\$4,730.00	\$85.00	\$3,655.00	\$43.50	\$1,870.50	\$420.00	\$18,060.00	\$30.00	\$1,290.00	\$60.00	\$2,580.00	\$19.00	\$817.00	\$104.00	\$4,472.00	\$393.00	\$16,899.00
121	COMBINATION CURB AND GUTTER REMOVAL	10	FEET	\$25.00	\$250.00	\$16.00	\$160.00	\$16.60	\$166.00	\$20.00	\$200.00	\$20.00	\$200.00	\$36.00	\$360.00	\$92.00	\$920.00	\$247.00	\$2,470.00	\$121.00	\$1,210.00
122	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	10	FEET	\$150.00	\$1,500.00	\$120.00	\$1,200.00	\$53.90	\$539.00	\$74.00	\$740.00	\$144.00	\$1,440.00	\$48.00	\$480.00	\$37.00	\$370.00	\$318.00	\$3,180.00	\$230.00	\$2,300.00
123	PORTLAND CEMENT CONCRETE SIDEWALK, 6 INCH	50	SQ FT	\$10.00	\$500.00	\$12.00	\$600.00	\$16.60	\$830.00	\$15.00	\$750.00	\$15.00	\$750.00	\$12.00	\$600.00	\$13.00	\$650.00	\$214.00	\$10,700.00	\$32.00	\$1,600.00
124	SIDEWALK REMOVAL	50	SQ FT	\$5.00	\$250.00	\$3.00	\$150.00	\$16.60	\$830.00	\$10.00	\$500.00	\$3.60	\$180.00	\$18.00	\$900.00	\$4.00	\$200.00	\$105.00	\$5,250.00	\$12.00	\$600.00
125	STORM SEWERS, WM QUALITY PIPE, TYPE 2, 15" DIA.	41	FEET	\$110.00	\$4,510.00	\$175.00	\$7,175.00	\$139.80	\$5,731.80	\$158.00	\$6,478.00	\$210.00	\$8,610.00	\$90.00	\$3,690.00	\$120.00	\$4,920.00	\$406.00	\$16,646.00	\$424.00	\$17,384.00
126	STORM SEWERS, WM QUALITY PIPE, TYPE 2, 12" DIA.	74	FEET	\$90.00	\$6,660.00	\$160.00	\$11,840.00	\$129.50	\$9,583.00	\$152.00	\$11,248.00	\$200.00	\$14,800.00	\$85.00	\$6,290.00	\$101.00	\$7,474.00	\$375.00	\$27,750.00	\$399.00	\$29,526.00
127	STORM SEWERS, WM QUALITY PIPE, TYPE 2, 10" DIA.	88	FEET	\$80.00	\$7,040.00	\$145.00	\$12,760.00	\$124.30	\$10,938.40	\$146.00	\$12,848.00	\$174.00	\$15,312.00	\$77.00	\$6,776.00	\$97.00	\$8,536.00	\$326.00	\$28,688.00	\$375.00	\$33,000.00
128	STORM SEWER REMOVAL, 15"	41	FEET	\$20.00	\$820.00	\$18.00	\$738.00	\$46.60	\$1,910.60	\$15.00	\$615.00	\$22.00	\$902.00	\$45.00	\$1,845.00	\$28.00	\$1,148.00	\$108.00	\$4,428.00	\$84.00	\$3,444.00
129	STORM SEWER REMOVAL, 12"	74	FEET	\$20.00	\$1,480.00	\$18.00	\$1,332.00	\$46.60	\$3,448.40	\$15.00	\$1,110.00	\$22.00	\$1,628.00	\$45.00	\$3,330.00	\$24.00	\$1,776.00	\$97.00	\$7,178.00	\$72.00	\$5,328.00
130	STORM SEWER REMOVAL, 10"	88	FEET	\$20.00	\$1,760.00	\$18.00	\$1,584.00	\$46.60	\$4,100.80	\$15.00	\$1,320.00	\$22.00	\$1,936.00	\$42.00	\$3,696.00	\$21.00	\$1,848.00	\$86.00	\$7,568.00	\$60.00	\$5,280.00
131	RESTRAINED JOINT WATER MAINS, 6" WITH CLSM	142	FEET	\$150.00	\$21,300.00	\$120.00	\$17,040.00	\$174.00	\$24,708.00	\$87.00	\$12,354.00	\$420.00	\$59,640.00	\$115.00	\$16,330.00	\$250.00	\$35,500.00	\$460.00	\$65,320.00	\$242.00	\$34,364.00
132	RESTRAINED JOINT FITTINGS, 6" 45-ELBOW	8	EACH	\$2,000.00	\$16,000.00	\$550.00	\$4,400.00	\$124.30	\$994.40	\$465.00	\$3,720.00	\$660.00	\$5,280.00	\$1,150.00	\$9,200.00	\$565.00	\$4,520.00	\$286.00	\$2,288.00	\$817.00	\$6,536.00
133	RESTRAINED JOINT FITTINGS, 6" TEE	1	EACH	\$2,500.00	\$2,500.00	\$550.00	\$550.00	\$186.50	\$186.50	\$495.00	\$495.00	\$660.00	\$660.00	\$1,275.00	\$1,275.00	\$670.00	\$670.00	\$452.00	\$452.00	\$907.00	\$907.00
134	WATER MAIN CAPS, 6"	4	EACH	\$1,200.00	\$4,800.00	\$300.00	\$1,200.00	\$103.60	\$414.40	\$425.00	\$1,700.00	\$360.00	\$1,440.00	\$620.00	\$2,480.00	\$305.00	\$1,220.00	\$218.00	\$872.00	\$484.00	\$1,936.00
135	RESTRAINED JOINT GATE VALVES, 6"	5	EACH	\$4,000.00	\$20,000.00	\$1,200.00	\$6,000.00	\$2,589.80	\$12,949.00	\$1,800.00	\$9,000.00	\$1,440.00	\$7,200.00	\$4,700.00	\$23,500.00	\$3,365.00	\$16,825.00	\$1,095.00	\$5,475.00	\$2,057.00	\$10,285.00
136	CONNECTION TO EXISTING WATER MAIN, 6"	5	EACH	\$3,500.00	\$17,500.00	\$400.00	\$2,000.00	\$518.00	\$2,590.00	\$2,000.00	\$10,000.00	\$478.00	\$2,390.00	\$3,100.00	\$15,500.00	\$780.00	\$3,900.00	\$576.00	\$2,880.00	\$2,420.00	\$12,100.00
137	TRAFFIC CONTROL COMPLETE	1	LSUM	\$75,000.00	\$75,000.00	\$20,000.00	\$20,000.00	\$40,133.10	\$40,133.10	\$19,000.00	\$19,000.00	\$65,000.00	\$65,000.00	\$22,000.00	\$22,000.00	\$69,214.00	\$69,214.00	\$126,563.00	\$126,563.00	\$150,000.00	\$150,000.00
138	ALLOWANCE FOR RAILROAD EXPENSES	1	LSUM	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
139	MANHOLE SW-27	1	LSUM	\$4,000.00	\$4,000.00	\$600.00	\$600.00	\$621.60	\$621.60	\$6,500.00	\$6,500.00	\$717.00	\$717.00	\$42,500.00	\$42,500.00	\$16,875.00	\$16,875.00	\$16,443.00	\$16,443.00	\$4,560.00	\$4,560.00
	TOTAL BIDS (AS CORRECTED)				\$13,731,320.00		\$7,746,486.00		\$8,391,660.20		\$9,475,740.00		\$9,517,305.40		\$9,622,799.00		\$13,118,308.00		\$13,334,539.00		\$14,426,657.40
	Percent Over Under ENGINEER'S ESTIMATE						-43.59%		-38.89%		-30.99%		-30.69%		-29.92%		-4.46%		-2.89%		5.06%


Matthew C. Newell, P.E., City Engineer

1-3-17
Date

Public Works

DATE: 1/3/2017

MEMO: 2017-01

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P.E., Public Works Director

SUBJECT: Nelson Park Neighborhood Combined Sewer Separation Project, City Project 2012-22

SUMMARY RECOMMENDATION: Please refer to the attached Public Works Memorandum No. 2017-01 with Ordinance and related documentation for further information.

COPY: Blank, Wesselink, Cook & Associates, Inc.

ATTACHMENTS:

Description	Type
Council Memo 2017-01	Cover Memo
Exhibit A, Location Map	Exhibit
Ordinance	Ordinance

Public Works Memorandum
NO. 2017-01

DATE: January 3, 2017

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Richard G. Marley, P. E., Public Works Director

SUBJECT: Nelson Park Neighborhood Combined Sewer Separation Project
City Project 2012-22

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the following items relating to the separation of the Nelson Park Neighborhood Sewers:

1. Ordinance authorizing a loan agreement to borrow up to \$4,844,000 from the Water Pollution Control Loan Program which is administered by the Illinois Environmental Protection Agency (IEPA). The proposed loan will cover engineering and construction costs associated with the separation of the Nelson Park Neighborhood Combined Sewers.
2. Resolution authorizing an Engineering Services Agreement between the City of Decatur and Blank, Wesselink, Cook, and Associates, Inc. (BWC) to provide construction engineering and resident inspection services for the separation of the Nelson Park Neighborhood Sewers for a fee not to exceed \$318,985.

PRIOR COUNCIL ACTION:

May 7, 2012 – City Council approved Resolution R2012-102, authorizing an agreement with BWC to begin the preliminary design for the Nelson Park Neighborhood Storm Sewer Design project for a fee not to exceed \$80,513.

November 16, 2015 – City Council approved Resolution R2015-127, authorizing an agreement with BWC to begin the final design for the Nelson Park Neighborhood Storm Sewer Design project for a fee not to exceed \$147,000.

STORM DRAINAGE PRIORITIES:

The 2009 Stormwater Master Plan addresses three main topics:

1. Stormwater Problem Area Prioritization
2. Regulation, Standards, and Policies
3. Stormwater Expenditures and Funding Mechanisms

In April, 2014, the City Council approved a Stormwater Utility to provide a dedicated funding source to improve known drainage problems and to improve maintenance on existing stormwater facilities. The Nelson Park Neighborhood Combined Sewer Separation design project addresses item 1 above by

targeting the Nelson Park Neighborhood's ongoing storm drainage problems which were identified as the #2 storm water mitigation priority in the City's stormwater master plan. This project will also separate sanitary sewage from storm water drainage. Separating the two types of sewer flow will reduce basement backups and combined sewer overflows into the Sangamon River.

BACKGROUND:

In 1966, a drainage study was completed for the City in an effort to plan for the drainage of future developments and to identify drainage projects for the City to undertake in the near term. During the late 1970's and early 1980's the City invested nearly \$20 million in drainage improvements throughout the City. The Nelson Park Neighborhood was identified as a needed future project with residents on nearly every street reporting street and basement flooding; however, this work was never completed.

More recently, the City's 2009 Stormwater Master Plan once again identified the Nelson Park Neighborhood as a high priority for drainage, listing it as 2nd out of 46 identified priority areas to address. Based on preliminary designs, the cost estimate is about \$4.8 million with engineering costs included. The project was then put on hold until sufficient funding could be identified.

Knowing that the project costs would exceed the City's ability to fund out of current revenue, the City approached the Illinois Environmental Protection Agency (IEPA) and inquired about a low interest loan similar to those the City has recently taken advantage of for high cost sanitary sewer repairs. The IEPA indicated that this project was loan eligible. The City then prepared and submitted a Facilities Plan for the Nelson Park Neighborhood that identified the storm drainage problems, outlined the proposed project to resolve them, and estimated the possible project costs.

Project Funding Through the Water Pollution Control Loan Program

The passage of an ordinance authorizing a loan agreement to borrow funds from the Illinois Water Pollution Control Loan Program is one of the final steps in securing an IEPA low interest loan. The loan rate is expected to be 1.75%. The ordinance addresses the funding for the project and assures that the City is able to repay the loan over a 20 year period beginning at the substantial completion of the project. The funds included in the loan request are summarized in the following table:

Work Item	Project Estimate
Design Engineering	\$244,000
Construction	\$4,156,325
Construction Contingency 3%	124,690
Construction Engineering	\$318,985
Total Estimated Project Cost	\$4,844,000
Total Loan Requested	\$4,844,000

As is common with the Water Pollution Control Loan Program, the actual loan document will not be fully written until a contract has been awarded by the City Council and a bid amount is approved by the IEPA. At that point, the agreement authorized by the attached ordinance will be signed by the City Manager and the loan activated. The contractor will then be given a notice to proceed.

Construction Engineering Services

The IEPA requires that projects being supported by the Water Pollution Control Loan Program be provided with project oversight by qualified resident engineers that are familiar with the work being proposed. BWC is familiar with the project as the design engineer of this project.

The professional services agreement with BWC includes the following work items:

1. Assist the City during the bidding process.
2. Provide technical job site observation.
3. Prepare and approve pay estimates, change orders and other records.
4. Safeguard the City against defects and deficiencies on the part of the Contractor.
5. Conduct final review of the project and prepare final papers and reports.
6. Revise contract drawings to reflect field changes.
7. Review and approve shop drawings and Contractor submittals.
8. Review and check all reports by testing laboratories.
9. Assist the City if providing all documentation related to the loan program regulations.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: Illinois Environmental Protection Agency; Blank, Wesselink, Cook, and Associates, Inc.

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

ANTICIPATED SCHEDULE:

IEPA Approves the City's Facilities Plan	January 2017
Plans and Specifications Submitted to the IEPA	January 2017
Advertise for Bids	February, 2017
IEPA Construction Permit Issued	February, 2017
Pre-Bid Conference	February, 2017
Bids Opened by the City	March, 2017
City Council Receives and Approves Bids	May, 2017
The Loan is Authorized by the IEPA	June, 2017
IEPA Approves Bids and Authorizes Final Award	June, 2017
Notice to Proceed is Issued to the Contractor	July 2017
Project Completion	Fall 2018

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed authorizations are for the following expenditures all of which are to be reimbursed by the Water Pollution Control Loan Program:

1. The proposed loan agreement authorizes the City to borrow up to \$4,844,000 from the Water Pollution Control Loan Program. If the loan is for the full amount shown, the repayment will be approximately \$303,602 per year, paid semiannually over the 20 year life of the loan.
2. 50% (\$151,801) of the annual loan repayment will come from the Storm Water Utility Fund and is included in the Capital Improvement Plan. The Storm Water Utility Fund is supported by user fees
3. 50% (151,801) of the annual loan repayment will come from the Sanitary Sewer Fund and is included in the Capital Improvement Plan. The Sanitary Sewer Fund is supported by user fees.
4. The project includes the reconstruction of portions of Clay Street, Johns Street, 22nd Place, 23rd Street, and 23rd Place. Due to IEPA loan regulations, full reconstruction may not be loan eligible. If loan funding is not approved for this work, costs will be covered by the Local Motor Fuel Tax Fund. The work is estimated at \$800,000.
5. The Engineering Services Agreement between the City and BWC to provide construction engineering and resident inspection services for the separation of the Nelson Park Neighborhood Sewers is for a fee not to exceed \$318,985. This fee will be reimbursed through the loan.

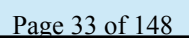
Staffing Impact: Staff time is allocated to manage the project.

LEGAL REVIEW: All documents have been reviewed by City's Legal Department.

This memorandum was prepared by Paul Caswell, P.E., Assistant City Engineer.

Attach: 4

Cc: Blank, Wesselink, Cook, and Associates, Inc.



ORDINANCE NO. _____

**ORDINANCE AUTHORIZING THE CITY OF DECATUR OF MACON COUNTY,
ILLINOIS TO BORROW FUNDS FROM THE WATER POLLUTION CONTROL
REVOLVING LOAN FUND**

WHEREAS, the CITY of Decatur, Macon County, Illinois, operates its sewerage system (“the System”) and in accordance with the provisions of the Art. VII, Sec. 6 of the Illinois Constitution and the Local Government Debt Reform Act, 30 ILCS 350/1 et seq. (collectively “the Act”); and

WHEREAS, the MAYOR and CITY COUNCIL of the City of Decatur (“the Corporate Authorities”) have determined that it is advisable, necessary, and in the best interest of the public health, safety, and welfare to improve the System, including the following: The separation of the Nelson Park Neighborhood combined sewers, L17-5315 together with any land or rights in land and all electrical, mechanical or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by the consulting engineers of the City of Decatur, which Project has a useful life of 50 years; and

WHEREAS, the estimated cost of construction and installation of the Project, including engineering, legal, financial and other related expenses is Four Million, Eight Hundred Forty-Four Thousand Dollars (\$4,844,000.00), and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill. Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be from City Fund 79, “Sewer Fund” which contains the Sewer User Fees collected by the City and City Fund 78, “Stormwater Fund” which contains the Stormwater Utility Fees collected by the City payable semi-annually, and the loan shall mature in 20 years, which is within the period of useful life of the Project; and

WHEREAS, the costs are expected to be paid for with a loan to the City of Decatur from the Water Pollution Control Loan Program through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System, and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City of Decatur is authorized to borrow funds from the Water Pollution Control Loan Program in the aggregate principal amount of Four Million, Eight Hundred Forty-Four Thousand Dollars (\$4,844,000.00) to provide funds to pay the costs of the Project; and

WHEREAS, the loan to the City of Decatur shall be made pursuant to a Loan Agreement, including certain terms and conditions between the City of Decatur and the Illinois Environmental Protection Agency;

NOW THEREFORE, be it ordained by the Corporate Authorities of the City of Decatur, Macon County, Illinois, as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City of Decatur to construct the Project for the public health, safety, and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City of Decatur in the aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed Four Million, Eight Hundred Forty-Four Thousand Dollars (\$4,844,000.00).

SECTION 3. ADDITIONAL ORDINANCES

The Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance, providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in this Ordinance is not exceeded and there is no material change in the project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable laws. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City of Decatur may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City of Decatur to pay the principal and interest due to the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 4. LOAN NOT INDEBTEDNESS OF THE CITY OF DECATUR

Repayment of the loan to the Illinois Environmental Protection Agency by the City of Decatur pursuant to this Ordinance is to be solely from the revenue derived from Sewer User Fees and Stormwater Utility Fees collected by the City, and the loan does not constitute an indebtedness of the City of Decatur within the meaning of any constitutional or statutory limitation.

SECTION 5. RESERVE ACCOUNTS

As long as the City of Decatur has outstanding revenue bonds payable from revenues of the system that are senior to the revenue bond authorized by this ordinance, the City of Decatur shall maintain an account, coverage and reserves equivalent to the accounts, coverages and reserves required by the outstanding ordinances.

SECTION 6. APPLICATION FOR LOAN

The City Manager is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 7. AUTHORIZATION OF CITY MANAGER OF THE CITY OF DECATUR

The City Manager is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authority may authorize by resolution a person other than City Manager for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursements from the Illinois Environmental Protection Agency in connection with this loan. The loan funds received shall be used solely for the purposes of the project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 8. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 9. REPEALER

All ordinances, resolutions, orders, or parts thereof, which conflict with the provisions of this Ordinance, to the extent of such conflict, are hereby repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this ____ day of _____, 2017.

s/s Julie Moore Wolfe, Mayor

Attest:

s/s Debra G. Bright, City Clerk

CERTIFICATION

I, Debra G. Bright, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Decatur, Illinois. I do further certify that the above and foregoing, identified as Ordinance Number _____, is a true, complete and correct copy of an ordinance otherwise identified as An Ordinance Authorizing the City of Decatur, Macon County, Illinois, to Borrow Funds From The Water Pollution Control Loan Program, passed by the City Council of the City of Decatur on the ____ day of _____, 2016, and approved by the Mayor of the City of Decatur on the same said date, the original of which is part of the books and records within my control as Clerk of the City of Decatur.

Dated this _____ day of _____, 2016.

Clerk of the City of Decatur, Illinois

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
BLANK, WESSELINK, COOK & ASSOCIATES TO PROVIDE CONSTRUCTION
ENGINEERING AND RESIDENT INSPECTIONS SERVICES FOR THE NELSON
PARK NEIGHBORHOOD COMBINED SEWER SEPARATION PROJECT
CITY PROJECT 2012-22**

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

Section 1. That the Agreement authorizing the professional construction engineering and resident inspections services for Nelson Park Neighborhood Combined Sewer Separation Project, City Project 2012-22, presented to the Council herewith between the City of Decatur and Blank, Wesselink, Cook & Associates, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and the City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Blank, Wesselink, Cook & Associates, for a fee not to exceed \$318,985.

PRESENTED and ADOPTED this 17th day of January, 2017.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

B. CONSTRUCTION SURVEY AND LAYOUT PHASE.

The Consulting Engineer or Surveyor shall, after written authorization to proceed with the Construction Survey and Layout Phase:

1. Duties. The Consulting Engineer or Surveyor shall provide horizontal and vertical control line and grade to enable construction of the improvement as depicted in the Project plans. The number of control points to be established by the Consulting Engineer or Surveyor shall be sufficient to permit the construction contractor ("Contractor") to construct the improvement within the construction tolerances established in the Project specifications. In addition, the number of control points shall be consistent with standard engineering practice.
2. Replacement of Lost Control Points. Control points which are lost, damaged, removed or otherwise moved by the Contractor or others shall be promptly replaced by the Consulting Engineer or Surveyor and costs for such replacement shall be computed on a time and materials basis, and reimbursed by the City or its construction contractor.
3. Accuracy. The Consulting Engineer or Surveyor shall provide the horizontal and vertical control points within the same measurement tolerances as the construction tolerances established in the Project specifications. The Consulting Engineer or Surveyor shall be responsible for the accuracy of the control points which are established. The Consulting Engineer or Surveyor shall be responsible for costs which may result from errors by the Consulting Engineer or Surveyor in placement of control points.

The Consulting Engineer or Surveyor shall take all reasonable and customary actions to protect the control points established by the Consulting Engineer or Surveyor.

4. Completion Time. The Construction Survey and Layout Phase shall be completed within the time period set forth in Exhibit C, Project Timeline.

C. CONSTRUCTION INSPECTION PHASE.

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

1. General Duties. The Consulting Engineer shall consult with and advise the City's Representative and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Consulting Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the Contractor builds the project in accordance with the plans and specifications.
2. Construction Inspection and Reporting. The Consulting Engineer shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consulting Engineer shall keep the City's Representative informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Formal notification of the progress of work shall be in the form of bi-weekly project progress meetings held between the Consulting Engineer, Contractor

and City's Representative. Project schedule updates shall be submitted to the City's Representative in writing.

3. Review of Technical and Procedural Aspects. The Consulting Engineer shall review and approve (or take other appropriate action in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).
4. Contract Documents. The Consulting Engineer shall receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City's Representative for final approval.
5. Conferences and Meetings. The Consulting Engineer shall attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of the minutes thereof to the City's Representative.
6. Documentation. The Consulting Engineer shall prepare all documentation and provide the same to meet the requirements defined in the Illinois Department of Transportation Construction Manual and Documentation Guide ("Manual"). The Manual used shall be the most current at the time of inspection. Documentation shall be available for review by the City's Representative at all times. Specifically, the Consulting Engineer shall, in addition the above,
 - a. Prepare Inspector's Daily Reports and Quantity Book as required in the Manual.
 - b. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, the Consulting Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - c. Keep a diary or log book, recording the Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the City's Representative.
 - d. Take multiple photographs of the Work and keep a log and file of the photos. The photographs shall be provided to the City's Representative upon demand and at project closeout.
 - e. Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major suppliers of materials and equipment.

7. Reports. The Consulting Engineer shall,

- a. Furnish the City's Representative periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- b. Consult with the City's Representative, in advance of scheduled major tests, inspections, or start of important phases of the Work.
- c. Draft proposed Change Orders and obtaining back-up material from the Contractor, and make recommendations to the City's Representative regarding Change Orders and Field Orders.
- d. Report immediately to the City's Representative upon the occurrence of any accident.

8. Contract Interpretation; Review of Quality of Work. The Consulting Engineer shall:

- a. Issue all instructions of the City's Representative to the Contractor(s).
- b. Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the City's Representative's approval.
- c. Have authority, as a representative of the City, to require special inspection or testing of the work.
- d. Act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

9. Prepare Engineer's Pay Estimate. The Consulting Engineer shall, based on the Consulting Engineer's on-site observations as an experienced and qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work. Such recommendations of payment shall constitute a representation to the City's Representative, based on such observations and review, that the work has progressed to the point indicated and that to the best of the Consulting Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be prepared not less than monthly while construction is proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the City's Representative at the beginning of this phase of work.

10. Determination of Substantial Completion. The Consulting Engineer shall conduct an inspection to determine if the Project is substantially complete and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations there under so that the Consulting Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the City's Representative and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

11. Authority and Responsibility. The Consulting Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, 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, and shall have no duties or responsibilities imposed by the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.
12. Consulting Engineer Not Responsible for Acts of Contractor. The Consulting Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Consulting Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in this contract shall be construed to release the Consulting Engineer from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.
13. Preparation of Record Drawings. The Consulting Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. Record drawings may be prepared using AutoCAD or other electronic plan preparation method. Alternately, record drawings may be prepared using manual methods. The plans shall be delivered to the City's Representative in the form of one set of prints and electronic file if record drawings were prepared by electronic methods. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this agreement.
14. Completion Time. The Consulting Engineer shall complete the Construction Inspection Phase 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. Reuse of any of the work product of the Consulting Engineer by the City on extensions of this Project or any other project without written permission of the Consulting Engineer shall be at the City's risk and the City agrees to defend, indemnify and hold harmless the

Consulting Engineer from all damages and costs including attorney fees arising out of such reuse by the City or others acting through the City.

- 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 one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

c. Automobile Liability: Combined single limits of 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 one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.

e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.

8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

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

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

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

Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.

- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid

Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.

- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 2.85 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 1.0.
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

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

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

DATED this _____ day of _____, 201⁷

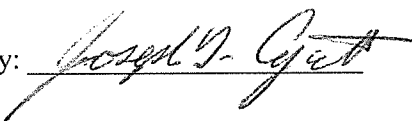
THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: 

PROJECT PLAN MANHOUR ESTIMATE

Client: City of Decatur

Revision # 2

Project #: 0

Date: 11/29/2016

Proposal #: 16-71

Phase	Labor Code	Prod	Activity	Product / Activity Description	Class	E		E	O	E	O	T	O	ET	O	TOTAL
					Grade	VII	O	V	O	III	O	III	O	II	O	
35	600			CONSTRUCTION PHASE												0
																0
			1	Pre-construction conference				8		8						16
			2	Shop Drawing and Submittal Review												0
				Schedule				4		4						8
				Drainage Structures				8		16						24
				Outlet Headwall with cofferdam		8		8		4						20
			3	Correspondence and email review, processing and filing		36		18		72						126
			4	Site observation/Inspection												0
				Daily site visits on work days (224 days)				168		448		1792				2,408
				Weekly progress meetings (72 weeks)				36		144						180
				Monthly quantities for pay estimate (18 months)				18		36						54
				Monthly pay estimate/schedule mtgs.(18 months)				18		36						54
				SWPPP site inspections (72 weeks)						72						72
			5	Engineering redesign and/or value engineering for changes		10		40		40		10				100
																0
																0
																0
																0
																0
																0
																0
																0
																0
																0
																0
SHEET SUBTOTAL HOURS						54	0	326	0	880	0	1802	0	0	0	3,062

PROJECT PLAN MANHOUR ESTIMATE

Client: City of Decatur

Revision # 2

Project #: 0
Proposal #: 16-71

Date: 11/29/2016

Phase	Labor Code	Prod	Activity	Product / Activity Description	Class	E		E	0	E	0	T	0	ET	0	TOTAL
					Grade	VII	0	V	0	III	0	III	0	II	0	
				PROJECT CLOSEOUT												0
																0
			1.	Final Inspection/Develop Punchlist				8		32						40
			2.	Inspect/Approve Punchlist				4		16						20
			3	Closeout Documents (Final pay request, lien wavers, etc.)				2		16						18
			4	Record Drawings (Final review and approval of plans and CCTV)		4		8		16						28
																0
																0
																0
																0
																0
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																0
																0
SHEET SUBTOTAL HOURS						4	0	22	0	80	0	0	0	0	0	106

FEE DEVELOPMENT

Proposal No. 16-71
Project No. 0
Billing Group _____

Prepared By CWG
Checked By _____
Reviewed By _____

Date 12/5/2016

Revision No: 2

With Attachments _____

			Class	E	0	E	0	E	0	T	0	ET	0	Total
			Grade	VI	0	V	0	III	0	III	0	II	0	
1.	Estimated Manhours See Form #210-10 Dated 11/29/2016			97.0	0.0	646.0	0.0	1202.0	0.0	1872.0	0.0	0.0	0.0	3817.0
2.A.	Hourly Salary Rate			\$49.54		\$41.36		\$30.29		\$23.50				
2.B.	Per Hour Charge Rate													
3.	Salary/Wage Cost (SC) Line 1 x Line 2.A.			\$4,805.38	\$0.00	\$26,718.56	\$0.00	\$36,408.58	\$0.00	\$43,992.00	\$0.00	\$0.00	\$0.00	\$111,924.52
4.	Plus Salary/Wage Overhead Line 3 x Overhead @			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5.	Technical Payroll Cost (TCP) Line 3 + Line 4			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.A.	SC x Factor Method* Line 3 x SC Factor @ 2.85			\$13,695.33	\$0.00	\$76,147.90	\$0.00	\$103,764.45	\$0.00	\$125,377.20	\$0.00	\$0.00	\$0.00	\$318,984.88
6.B.	TCP x Factor Method B* Line 5 x TPC Factor @			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6.C.	Per Hour Charge Method* Line 1 x Line 2.B.			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Subtotal Labor Line 6.A. or 6.B. or 6.C.			\$13,695.33	\$0.00	\$76,147.90	\$0.00	\$103,764.45	\$0.00	\$125,377.20	\$0.00	\$0.00	\$0.00	\$318,984.88
8.	Consultant Cost or Outside Contract Personnel Costs													\$0.00
9.	Total Labor (Line 7 + Line 8)													\$318,984.88
10.	Plus Direct Reimbursable Expenses													\$0.00
11.	Subtotal Without Estimate Adjustment or Contingency													\$318,984.88
12.	Plus Estimate Adjustment or Contingencies @						% of Total Estimate (Line 11)							\$0.00
13.	Subtotal													\$318,984.88
14.	Plus Market Adjustment and/or Programmed Profit													
15.	Grand Total Fee													\$318,985

** Compute only one (1) method (Salary Cost, Technical Payroll Cost, or Per Hour Charge Method) per sheet.*

Notes:



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____.

PHASE III ENGINEERING SCHEDULE

EXHIBIT C

Firm: **BLANK, WESSELINK, COOK & ASSOCIATES, INC.**

Route _____
 Section _____
 County Macon
 Job No. _____
 PTB No. _____
 BWC No. 009-1503
 Date December 15, 2016

		2017																											
Description		January		February		March		April		May		June		July		August		September		October		November		December					
(Notice to Proceed January 15, 2017)																													
Project Administration																													
Bidding Phase																													
Survey - Set Project Control																													
Meetings & Coordination																													
Construction Phase																													
Project Closeout																													

Description	2018																							
	January		February		March		April		May		June		July		August		September		October		November		December	
(Notice to Proceed January 15, 2017)																								
Project Administration																								
Bidding Phase																								
Survey - Set Project Control																								
Meetings & Coordination																								
Construction Phase																								
Project Closeout																								

Legend:  Blank Wesselink Cook & Associates Work



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)
08/19/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 E-MAIL ADDRESS: lbomarito@holmesmurphy.com FAX (A/C, No): 866-501-3945
INSURED Blank, Wesselink, Cook & Assoc 2623 Pershing Rd Decatur, IL 62526		INSURER(S) AFFORDING COVERAGE INSURER A: XL SPECIALTY INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 47620173

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)		DPS9808235	09/16/16	09/16/17	Each Claim 1,000,000 Aggregate 1,000,000

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

CERTIFICATE HOLDER

City of Decatur

#1 Civic Center Plaza

Decatur, IL 62523

USA

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

MARIA BOMARITO

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ACORD 25 (2014/01)
lbomaritoil
47620173

The ACORD name and logo are registered marks of ACORD

Exhibit E1
Page 62 of 148



BLANWES-01

CTEWELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2016

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 J.L. Hubbard Insurance and Bonds 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Crysti Tewell PHONE (A/C, No, Ext): (217) 877-3344 3226 FAX (A/C, No): (217) 877-0795 E-MAIL ADDRESS: ctewell@jlhubbard.com
INSURED Blank, Wesselink, Cook, & Asso BWC Construction Manager, Inc 2623 E. Pershing/ POB 2910 Decatur, IL 62524	INSURER(S) AFFORDING COVERAGE INSURER A : United Fire & Casualty Company INSURER B : Accident Fund Insurance Co. INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 13021 10166

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 SUBR INSD 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		60353711	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		60353711	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		60353711	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ Aggregate \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	WCV6025111	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Decatur
#1 Civic Center Plaza
Decatur, IL 62523

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

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.

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

STATE OF Illinois)
COUNTY OF Macon) ss.

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>Scott D. Righter</u>	
Name	Company Address, Principal Office
<u>2623 E. Pershing Road</u>	
Address	City, State, Zip
<u>Decatur, IL 62526</u>	
City, State, Zip	Telephone Facsimile
<u>217-428-0973</u>	
Telephone	Website

President: Scott D. Righter

Vice President: Joseph D. Cycotte

Secretary: Susie L. Wallis

The partners or members are as follows: (Attach additional sheets if necessary)

The business address is _____

Telephone: _____ Fax: _____

Telephone: _____ Fax: _____

- 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

Joseph D. Cycotte
Signature

Joseph D. Cycotte

Printed Name

Vice President
Title

SUBSCRIBED and SWORN to before me this 15th day of December, 2016

Susie L. Wallis

Notary Public



SALARY AND WAGE RANGES BY EMPLOYEE CATEGORY, CLASSIFICATION & GRADE

CATEGORY	CLASSIFICATION	GRADE	YEARLY SALARY RANGE	HOURLY RANGE
Technical	Engineer	VIII	(\$114,303 to \$134,303)	(\$54.95 to \$64.57)
	Engineer	VII	(\$100,793 to \$115,793)	(\$48.46 to \$55.67)
	Engineer	VI	(\$91,517 to \$103,517)	(\$43.99 to \$49.76)
	Engineer	V	(\$79,050 to \$91,050)	(\$38.00 to \$43.77)
	Engineer	IV	(\$65,561 to \$76,561)	(\$31.52 to \$36.81)
	Engineer	III	(\$55,152 to \$65,152)	(\$26.52 to \$31.32)
	Engineer	II	(\$53,000 to \$58,000)	(\$25.48 to \$27.88)
	Engineer	I	(\$47,612 to \$51,612)	(\$22.89 to \$24.81)
Non-Technical	Information Technologist	IV	(\$75,778 to \$87,778)	(\$36.43 to \$42.20)
	Information Technologist	III	(\$62,694 to \$74,694)	(\$30.14 to \$35.91)
	Information Technologist	II	(\$49,609 to \$61,609)	(\$23.85 to \$29.62)
	Information Technologist	I	(\$33,908 to \$45,908)	(\$16.30 to \$22.07)
Non-Technical	Administrator	III	(\$72,361 to \$88,361)	(\$34.79 to \$42.48)
	Administrator	II	(\$52,516 to \$68,516)	(\$25.25 to \$32.94)
	Administrator	I	(\$37,751 to \$52,751)	(\$18.15 to \$25.36)
Technical	Engineering Technologist	IV	(\$67,815 to \$81,815)	(\$32.60 to \$39.33)
	Engineering Technologist	III	(\$61,957 to \$68,957)	(\$29.79 to \$33.15)
	Engineering Technologist	II	(\$51,541 to \$62,541)	(\$24.78 to \$30.07)
	Engineering Technologist	I	(\$45,964 to \$52,964)	(\$22.10 to \$25.46)
Technical	Engineering Technician	V	(\$52,355 to \$58,355)	(\$25.17 to \$28.06)
	Engineering Technician	IV	(\$43,797 to \$51,797)	(\$21.06 to \$24.90)
	Engineering Technician	III	(\$35,960 to \$42,960)	(\$17.29 to \$20.65)
	Engineering Technician	II	(\$30,347 to \$36,347)	(\$14.59 to \$17.47)
	Engineering Technician	I	(\$17,660 to \$29,359)	(\$ 8.49 to \$14.12)
Non-Technical	Secretary	II	(\$31,892 to \$37,892)	(\$15.33 to \$18.22)
	Secretary	I	(\$27,641 to \$31,641)	(\$13.29 to \$15.21)
Non-Technical	Accounting Technician	III	(\$37,299 to \$42,299)	(\$17.93 to \$20.34)
	Accounting Technician	II	(\$28,711 to \$36,711)	(\$13.80 to \$17.65)
	Accounting Technician	I	(\$22,893 to \$29,893)	(\$ 11.00 to \$14.37)
Non-Technical	Clerk-Steno Typist	III	(\$26,350 to \$30,350)	(\$12.67 to \$14.59)
	Clerk-Steno Typist	II	(\$22,034 to \$27,034)	(\$ 10.59 to \$13.00)
	Clerk-Steno Typist	I	(\$17,160 to \$22,642)	(\$ 8.25 to \$10.89)

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		<i>(For City Use)</i>	
Avg. Total Labor Cost			
Percent Complete			

Consulting Engineer's
Signature:

Title:

Water Management

DATE: 1/9/2017

MEMO: 2017-02

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Keith Alexander, Director of Water Management
Jerry Stevens, P.E., Engineering Services Coordinator

SUBJECT:

Lake Decatur Dredging and Oakley Sediment Basin Rehabilitation Professional Engineering Services Agreement Change Order #1 with Chastain & Associates LLC City Project W1314

SUMMARY RECOMMENDATION:

City Council adopt the attached Resolution authorizing Lake Decatur Dredging and Oakley Sediment Basin Rehabilitation Professional Engineering Services Agreement Change Order #1 with Chastain & Associates LLC for a cost not to exceed \$293,695.88.

BACKGROUND:

In October 2013 the City Council approved a 5 year professional engineering services agreement with Chastain & Associates LLC (Chastain) to provide the following services for Lake Decatur Dredging and Oakley Sediment Basin Rehabilitation for a cost not to exceed \$897,900:

- Administration and Management
- Completion of 2013 Contract Documents for Dredging
- Rehabilitation of Oakley Sediment Basin
- Construction Administration of Dredging

In February 2014 the City Council awarded a 6 year contract to Great Lakes Dredge & Dock Co. (GLDD) to rehabilitate the Oakley Sediment Basin and dredge Lake Decatur Basins 1-4.

Therefore, Change Order #1 is required as the original agreement with Chastain anticipated that the entire project would take 5 years to complete from late 2013 to late 2018. Since the dredging contract with GLDD is for 6 years, the entire project will most likely not end until

mid 2020 (6.5 years) to allow for post dredging tasks such as demobilization, land based dredging operations site reclamation, contractor pay application processing and related items. These all require additional professional engineering services hours (at a cost not to exceed \$293,695.88) and a completion date extension of 546 days until June 30, 2020.

COST SAVINGS:

To find potential construction management cost savings for the second half of the dredging project, a Request for Proposals was issued in November 2016. Chastain submitted the only proposal. Change Order #1 was negotiated with Chastain which resulted in a cost savings of \$6,345 by reducing Chastain's inspection of the Oakley Sediment Basin from weekly to biweekly. City staff will inspect the Basin on the alternating weeks.

Therefore, including Change Order #1:

- Construction management services cost will be \$1,152,620.88 or 1.29% of the entire project's construction cost. This is well below the industry average of 2% to 4%.
- Total project contingency will be an extremely low \$793,695.88 or 0.875% of the project's total cost. Contingencies for large construction projects typically vary from 0% to 10% of the total cost.

Attached for reference are the following documents:

- Resolution
- Change Order #1
- Chastain Change Order Request Letter
- Chastain Change Order Budget

POTENTIAL OBJECTIONS: None foreseen.

STAFF REFERENCE: Keith Alexander, Director of Water Management, 217-424-2863 or kalexander@decaturil.gov Jerry Stevens, Engineering Services Coordinator, 217-424-2833 or jstevens@decaturil.gov

BUDGET/TIME IMPLICATIONS:

This expenditure will be paid from Water Construction Bond Fund 89. Approval of this change order will increase project costs no more than \$293,695.88 and enable it to continue on schedule.

COPY:

Gregg Foltz, Chastain & Associates
Randy Miller, Water Services Manager

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Change Order	Backup Material
Chastain Change Order Request Letter	Backup Material
Chastain Change Order Budget	Backup Material

RESOLUTION NO. R2017 - _____

**RESOLUTION APPROVING CHANGE ORDER #1 TO THE
LAKE DECATUR DREDGING & OAKLEY SEDIMENT BASIN
REHABILITATION PROJECT PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH CHASTAIN & ASSOCIATES LLC FOR A COST
ADDITION AND TIME EXTENSION - CITY PROJECT W1314**

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

Section 1. That the Agreement between Chastain & Associates LLC, and the City of Decatur for the Lake Decatur Dredging & Oakley Sediment Basin Rehabilitation Project, and the same is hereby modified and amended to authorize a Cost Addition of \$293,695.88 and a Time Extension of 546 days revising the completion date to June 30, 2020.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute, said Change Order #1 to the Agreement between the City of Decatur, Illinois and Chastain & Associates LLC.

Section 3. That the Director of Water Management hereby certifies that the need for these changes were not foreseeable at the time said original Agreement was entered into.

PRESENTED and ADOPTED this 17th day of January, 2017.

Julie Moore Wolfe, Mayor

ATTEST:

Debbie Bright, City Clerk



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

Change Order

Date: 1/9/2017 Project: Lake Decatur Dredging & Oakley Sediment Basin Rehabilitation
Request No. 1 ☐ Final Project Number: W1314

Contractor: Chastain & Associates LLC
Address: 5 North Country Club Road
Decatur, IL 62521

I recommend that an ☒ addition of \$293,695.88 be made to the above contract.
☐ deduction

I recommend that an extension of 546 days be made to the above contract completion date.
The revised completion date is now 6/30/2020

Amount of original contract	\$	897,900.00
Amount of previous change orders	\$	0
Amount of current change order	\$	293,695.88
Amount of adjusted/final contract	\$	1,191,595.88

☒ addition
Total net ☐ deduction to date \$ 293,695.88 which is 32.709 % of Contract Price

State fully the nature and reason for the change order Chastain contract originally had a 5 year completion date of 12/31/2018.
Afterwards, a dredging contract with Great Lakes Dredge & Dock was authorized with a 6 year completion date of 12/31/2019.
Due to post dredging site repairs (grading, landscaping, seeding, etc.) the completion date is now estimated to be 6/30/2020.

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 checked="" 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 Keith Alexander
Director of Water Management

1/9/2017
Date

Approved _____
Mayor

Date

Attested _____
City Clerk

Date

December 14, 2016

Mr. Keith Alexander
Director of Water Management
1155 S. Martin Luther King Jr. Drive
Decatur, Illinois 62523

Attention: Mr. Jerry Stevens

Re: Contract Change Order 1
Lake Decatur Dredging and Oakley Sediment Basin Rehabilitation project

Dear Jerry:

Thank you for meeting with me to discuss the need to supplement funds for our contract for the dredging of Lake Decatur Basins 1-4 and the rehabilitation of the Oakley Sediment Basin.

The following outlines the remaining work in our contract:

1. Administration and Management (Assume 36 month duration)

This task consists of weekly project meetings as described earlier, invoicing for services, and project staff coordination.

380 hours and \$ 52,615

2. Monitoring of Oakley Sediment Basin for remainder of dredging

This task consists of bi-weekly site visits to monitor embankment stability, return water monitoring in channel, possible erosion measures, preparing final quantities for work performed and complete record drawings for the project.

175 hours and \$ 17,961

3. Construction Administration of Dredging (Assume 36 month duration)

This work is to perform initial bathymetric surveys of Basins 3 and 4 to verify the existing conditions prior to dredging, performing monthly surveys to verify monthly production of the contractor, download field information, evaluate information and calculate dredge volumes. This task will also review, check and approve monthly pay applications of the Contractor. Finally, an updated map of Lake Decatur with revised lake bottom information will be created for the City's use in providing information to the public as well as sediment basin storage site reclamation concepts.

1,583 hours and \$ 158,812

Contract Change Oder 1

Lake Decatur Dredging and Oakley Sediment Basin Rehabilitation project

Page 2 of 2

4. Contingency Funds

This task is to allow for out-of-scope work to be performed, as similar the original contract. An allowance of \$ 40,000 has been agreed to for possible out of scope work.

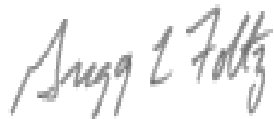
Finally, pay raises for the years 2017-2019 have been calculated for staff. This amounts to a total raise amount for these 36 months of \$ 24,307.88.

This supplement to our contract is in the amount of \$ 293,695.88 and increases our upper limit of compensation from \$ 897,900 to \$ 1,191,595.88. Attached is a detailed breakdown of the effort necessary to perform this remaining work.

We have been involved in the dredging and water supply solutions for the City of Decatur since 2004 and look forward to the successful conclusion of this project for our community and the City of Decatur.

Sincerely,

CHASTAIN & ASSOCIATES LLC

A handwritten signature in dark ink, appearing to read "Gregg L. Foltz". The signature is written in a cursive, slightly slanted style.

Gregg L. Foltz, P.E.

Principal

Project Budget Worksheet

Project: Lake Decatur Dredging and Oakley Sediment Basin Rehabilitation Change Order 1

HLC Proj No: City of Decatur

Date: 15-Dec-16

Labor Multiplier: 3
Labor Escalation Factor: 1.00
Total Labor Multiplier: 3

Direct Co:

C:\Users\kmyers\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\W4841PCT\Copy of Lake Decatur Dredging contract supplement proposal of December 13 2016.xls\budget															
Code No.	Task No.	Item Description	Sheet Count	Labor Budget		Foltz Partner \ PM in Charge	Kocher Senior Eng Tech	Stedman Const Observer	Trei PLS Survey	Graven Survey Party	Beyers Survey Party	Waldoff Steno-Clerical	Task Direct Cost	\$0.565 Vehicles Mileage	\$65.00 Vehicles (Day)
				Billing	Hours										
1		Administration & Management (Assume 36 month duration)													
1.1		Project Meetings (Client and Contractor Coordination)		\$25,230.00	160	100	60							1000	
1.2		Project Invoicing		\$6,180.00	60	20						40			
1.3		Staff Coordination		\$20,640.00	160	40			120						
		Labor Subtotals		\$52,050.00	380	160	60	0	120	0	0	40		1000	0
		Direct Cost		\$565.00									\$565.00	\$565.00	\$0.00
		Total		\$52,615.00											
2		Monitoring of Oakley Sediment Basin													
2.1		Biweekly observation of site (for 36 months)		\$6,345.00	75			75							38
2.2		Final measurements and quantity calcs, document		\$3,384.00	40			40							5
2.3		Complete record drawings, embankment measurement and documentation		\$5,112.00	60		40	20							5
		Labor Subtotals		\$14,841.00	175	0	40	135	0	0	0	0		0	48
		Direct Cost		\$3,120.00									\$3,120.00	\$0.00	\$3,120.00
		Total		\$17,961.00											
3		Construction Administration of Dredging (Assume all work occurs in 2017-2019 (36 months)													
3.1		Perform initial bathymetric survey of Basins 3-4 to verify 2008 survey		\$36,240.00	480		80			200	200				6
3.2		Perform monthly dredge volume verification survey (Assume 1 day per person)		\$35,280.00	480					240	240				30
3.3		Perform set up, calculations and reductions		\$32,250.00	400		300				100				
3.4		Review and approvals of monthly pay estimates (Assume 4 hours per month)		\$10,260.00	120		120								
3.5		Sediment Storage Site, return waterway and Contractor access areas													
3.6		Sediment Storage Site reclamation (assume completed on or before 6/30/2020)		\$13,170.00	100	40	60								
3.7		Produce post dredging bathymetric map of Lake Decatur		\$372.00	3	1	2								
3.8		Perform other related professional services under request (use contingency funds)													
		Labor Subtotals		\$127,572.00	1,583	41	562	0	0	440	540	0		0	36
		Direct Cost		\$31,240.00									\$31,240.00	\$0.00	\$2,340.00
		Total		\$158,812.00											
4		Contingency Funds													
4.1		As needed for unanticipated conditions													
		Labor Subtotals		\$0.00	0	0	0	0	0	0	0	0		0	0
		Direct Cost		\$40,000.00									\$40,000.00	\$0.00	\$0.00
		Sub-Total		\$40,000.00											
		Total Site Improvement & QC/QA Personnel Hours			2,138										
		Total Site Improvement & QC/QA Personnel Costs		\$194,463.00									\$74,925.00	\$565.00	\$5,460.00
		Adjustment for annual raises for 2017-2019 (Multiply by 0.125)		\$24,307.88											
		Total Site Improvement & QC/QA Direct Costs		\$34,925.00											
		Total Site Improvement & QC/QA Costs		\$253,695.88											
		Contingency		\$40,000.00											
		Total Contract Amount (Not-to-Exceed)		\$293,695.88											
		Participation by Hours			2,138	201	662	135	120	440	540	40			
		Percent of Participation by Hours			100.00%	9.40%	30.96%	6.31%	5.61%	20.58%	25.26%	1.87%			
		Personnel Cost/Hour			\$90.96										

**CITY COUNCIL MEMORANDUM
NO. 2017-02**

TO: Mayor Moore Wolfe
City Council

FROM: Tim Gleason, City Manager

DATE: January 17, 2017

SUBJECT: Nelson Park Amphitheater Design Project

On the Agenda for the January 17, 2017, Council meeting is a Resolution seeking the authorization for the expenditure of funds for Nelson Park Amphitheater Design Project. The City has agreed to authorize the expenditure of funds representing fifty percent (50%) of the costs of the contract with Architectural Expressions L.L.P. for the design of the Nelson Park Amphitheater.

RESOLUTION NO. R2017-

**RESOLUTION AUTHORIZING EXPENDITURE OF FUNDS
FOR NELSON PARK AMPHITHEATER DESIGN PROJECT**

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

WHEREAS, the Decatur Park District and the City of Decatur, Illinois have expressed interest and designed preliminary plans for the improvement of Nelson Park and the Nelson Park Lakefront; and,

WHEREAS, the Decatur Park District and the City of Decatur, Illinois have entered into Agreements relating to the parties joint interest and cooperation in making improvements to Nelson Park and the Nelson Park Lakefront; and,

WHEREAS, the plans for improvement to Nelson Park and the Nelson Park Lakefront include the design and construction of an Amphitheater; and,

WHEREAS, funding has been obtained for the construction of the amphitheater from a generous third party gift; and,

WHEREAS, the only cost remaining for the Amphitheater is that necessary for the design of the Nelson Park Amphitheater for which the Decatur Park District has entered into a contract with Architectural Expressions LLP at a cost not to exceed Three Hundred Sixty-Three Thousand Four Hundred Dollars (\$363,400.00).

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

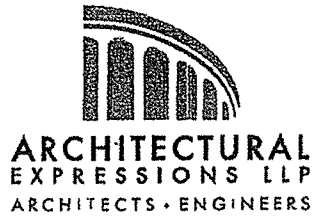
Section 1. That the City of Decatur agrees to authorize the expenditure of funds in an amount not to exceed One Hundred Eighty-One Thousand Seven Hundred Dollars (\$181,700.00) which represents fifty percent (50%) of the costs of the attached contract with Architectural Expressions LLP for the design of the Nelson Park Amphitheater.

PRESENTED and ADOPTED this 17th day of January, 2017.

Julie Moore Wolfe, Mayor

Attest:

Debbie Bright, City Clerk



113 ILLINI DRIVE
FORSYTH IL 62535
P 217.877.4620
F 217.877.4625

116 N CHESTNUT SUITE 300
CHAMPAIGN IL 61820
P 217.378.5300
F 217.378.8512

PRINCIPALS
LAWRENCE R LIVERGOOD, FAIA
JOHN E LIGON, AIA
JAMES W FOUSE, AIA
KENNETH P KLEIN, PE

October 12, 2016

Bill Clevenger, Executive Director
Decatur Park District
620 East Riverside Avenue
Decatur, IL 62521

**RE: NELSON PARK AMPHITHEATER
DECATUR PARK DISTRICT
(AEX 5174)**

Dear Mr. Clevenger:

We appreciate the opportunity to submit the following proposal for the design of the new Nelson Park Amphitheater. In addition to local design firm participation, we are pleased to offer the services of Chicago based Schuler Shook, an internationally recognized theater design consulting firm, and Threshold Acoustics, an acoustical consulting firm. Both firms have an extensive portfolio of indoor and outdoor venues, and have worked together on notable projects such as the Jay Pritzker Pavilion in Chicago's Millennium Park and Ravinia Festival in Highland Park, Illinois.

PROJECT SCOPE AND BUDGET

The project scope includes the following components that make up the Amphitheater project.

- Stage Structure
- Concessions / Restrooms Building
- Green Room / Storage Building
- Fixed Seating Areas
- Terraced Seating Areas
- Patio Seating Areas
- Party Deck Areas
- Site Accessibility
- Walkways and Ramps
- Retaining Wall Structures
- Stage Rigging System
- Theatrical Lighting System
- Site Electrical Work
- Site Civil Work
- Landscaping

The anticipated construction budget for this scope of work is approximately \$3.8 million.



PROJECT TEAM

Project responsibilities will be distributed between team members as follows:

Architectural Expressions, LLP (AEX)

- Overall project administration, including coordination of team communications.
- Architectural, structural, and engineering services for the stage platform and structure, support buildings, restroom facilities, retaining wall structures, and electrical infrastructure.
- Construction documentation for the architectural, structural, mechanical and electrical work.
- Bidding phase services, including organizing and handling of bidding documents, preparation and distribution of addenda, analysis of alternates and substitutions, validation of bids, and assist with the preparation of construction contract agreements.
- Construction administration services, including project representation, submittal reviews, pay application processing, construction cost accounting, supplemental documentation, and project closeout services.
- Site observation services, including scheduled visits to the jobsite to review progress and the quality of the work, and to assess general conformance with the contract documents.
- Post-contract start-up assistance and record drawing preparation.

Schuler Shook

- Advisory services including audience planning, audience seating, stage planning, production and performer support area planning, and front-of-house planning.
- Design services, including infrastructure for stage rigging, simple stage rigging systems for basic uses, stage lighting systems, amphitheater general lighting and seating area lighting.

Threshold Acoustics, LLC

- Acoustical consulting services, including acoustic analysis, noise control, and sound isolation.
- Amphitheater shape analysis and design recommendations to support amplified performances.
- Analysis and design recommendations for controlling sound propagation between the new pavilion location and the existing WPA pavilion.
- Acoustical design and analysis of mechanical noise and vibration control of the adjacent support spaces.
- AV consulting services for power and infrastructure design and recommendations for rented systems.

Chastain & Associates

- Civil and site consulting services for the amphitheater, seating areas, and support facilities.
- Design of road and walkway improvements directly associated with the project.
- Design of on-site and off-site water, sanitary and storm drainage utilities.
- Landscape design coordination with park district staff.
- Security fencing design along the perimeter of the facility.
- Construction documentation for civil and site work.
- Construction observation services for civil and site work.

Edgewater Resources

- Master Plan coordination and landscaping.



PROFESSIONAL SERVICES

Following is a breakdown of the professional fee for this project.

DESIGN AND ENGINEERING SERVICES

These services will be provided during the design and engineering phase of the project.

SERVICE	AEX	Schuler Shook	Threshold Acoustics	Chastain & Associates	Edgewater Resources
DESIGN AND ENGINEERING SERVICES					
PROJECT ADMINISTRATION	23,250				
ARCHITECTURAL	55,800				
STRUCTURAL	23,250				
MECHANICAL	9,300				
BUILDING & SITE ELECTRICAL	27,900				
PLUMBING & SITE UTILITIES	15,500				
AMPHITHEATER CONSULTING		32,600			
ACOUSTIC CONSULTING			23,000		
AUDIO/VIDEO CONSULTING			15,000		
SITE CIVIL				25,000	
LANDSCAPING / MASTER PLAN					4,800

DESIGN AND ENGINEERING TOTAL	155,000	32,600	38,000	25,000	4,800
PERCENT OF CONSTRUCTION BUDGET	4.08%	0.86%	1.00%	0.66%	0.13%

TOTAL FOR DESIGN SERVICES.....\$255,400

CONSTRUCTION ADMINISTRATION SERVICES

These services will be provided during the construction phase of the project.

SERVICE	AEX	Schuler Shook	Threshold Acoustics	Chastain & Associates	Edgewater Resources
CONSTRUCTION ADMIN SERVICES					
BIDDING / PERMITTING	5,000				
CONTRACT ADMINISTRATION	25,500				
AMPHITHEATER SERVICES		11,000			
ACOUSTICAL SERVICES			7,000		
AUDIO/VIDEO SERVICES			5,000		
CIVIL SERVICES				12,000	
PROJECT CLOSEOUT	2,500				

CONSTRUCTION ADMIN TOTAL	33,000	11,000	12,000	12,000	
PERCENT OF CONSTRUCTION BUDGET	0.87%	0.29%	0.32%	0.32%	

TOTAL FOR CONSTRUCTION ADMINISTRATION SERVICES\$68,000



SITE OBSERVATION SERVICES

Site observation services consist of weekly visits to the jobsite to review progress and the quality of the work, and to assess general conformance with the contract documents.

SERVICE	AEX	Schuler Shook	Threshold Acoustics	Chastain & Associates	Edgewater Resources
**SITE OBSERVATION TOTAL	30,000				
PERCENT OF CONSTRUCTION BUDGET	0.79%				

**Fee is based on assumption that site observation services will occur over 30 weeks and include bi-weekly progress meetings.

TOTAL FOR SITE OBSERVATION SERVICES\$30,000

REIMBURSABLE EXPENSES

Out-of-town travel and other customary reimbursable expenses will be invoiced separately. We suggest budgeting approximately \$10,000.00 for these expenses.

OUT OF SCOPE SERVICES

The following optional services may be anticipated but have not been included in our scope of services.

- More than three local meetings for out-of-town consultants (one during each design phase).
- Design of adjustable acoustical devices.
- Design of loudspeaker hoists.
- Design of house AV system (scope assumes infrastructure support for rented equipment).
- Work associated with Pavilion #1.
- Work associated with the Anna Bethel Fisher Rock Garden.
- Work associated with parking lot and road modifications.
- Rework of construction documents to lower construction costs, post bid.

TIMELINE

Our anticipated timeline for this project is as follows:

- Project Start: October 2016
- Bidding Start: March 2017
- Construction Start May 2017
- Construction Completed: December, 2017



Page 5

Thank you again for the opportunity to present this proposal for the design of the Nelson Park Amphitheater. On behalf of the design team, we look forward to working with you and your staff on such a significant and noteworthy project for the Decatur Park District.

Sincerely,

ARCHITECTURAL EXPRESSIONS, LLP

LAWRENCE R. LIVERGOOD, FAIA

LRL/dml

t:\51x\5174\proposal\1601012-5174 cleveenger.docx

Financial Management

DATE: 1/8/2017

MEMO: Letter to the Decatur City Council Financial Management Department #2016 - 27

TO: Honorable Mayor Moore Wolfe and Members of the City Council

FROM: Tim Gleason, City Manager
Gregg D. Zientara, City Treasurer & Director of Finance

SUBJECT: Resolution(s) Authorizing City Funding to various Entities within the City of Decatur for Calendar Year 2017

SUMMARY RECOMMENDATION: City Staff recommends Council approval of the attached series of five (5) resolutions authorizing City funding to various entities within the City of Decatur for calendar year 2017

BACKGROUND:

The City Council has approved through prior action certain operational funding to various entities within the City of Decatur.

This letter will serve in providing Council Members with the current status of operational funding to the various entities during fiscal year 2017.

Community Investment Corporation of Decatur ("CICD") – original agreement dated January 7, 1997, for a one year period, with annual evergreens unless terminated by either party with 90 day notice period. This agreement remains in effect. Per the agreement, CICD is responsible for the "*administration of the Decatur Industry and Technology Center ("DITC")*", and CICD is responsible for the "*administration of current and future HOME funds for the purpose of selection of the participating Community Housing Development Organization ("CHDO") and for providing technical assistance to the CHDO's*". Per the agreement, the City would provide annual funding in the amount of \$84,000. The current funding level provided by the City to the CICD is \$70,000. The amount was reduced from the original agreement amount sometime under the administration of City Manager Garman.

Decatur Area Convention and Visitors Bureau ("CVB") – original agreement dated August 19, 1981, for an original term ending April 30, 1982. Subsequent one year agreements (with gaps) were entered into between the parties through the period ending April 30, 2000, thus being the last agreement of record on file with either party. Per the agreement, the "*City will provide operational funding to the CVB in exchange for CVB efforts in the promotion of conventions and tourism in the Decatur, Illinois area and to acquaint and inform the public*

as to these objectives by providing information and other civic and educational features as will foster, encourage and stimulate these purposes”. City funding levels have increased over the period from an original annual funding of \$118,000 to the present 2016 annual funding level of \$240,000. Further, in recent years, the City has provided annual funding of \$20,000 for City sponsorship of the Decatur/Forsyth LPGA Semetra Golf Classic and \$10,000 for City sponsorship of the Farm Progress Show exhibitor dinner. Both of these sponsorships transact through the CVB. In 2017, the City will provide funding to the CVB in the amount of \$240,000, fund an additional \$20,000 for the golf event sponsorship, and \$10,000 for sponsorship of the Farm progress Show exhibitor dinner, for a total of \$270,000.

Decatur/Macon County Senior Center – original agreement dated September 21, 1998 when the City transferred responsibility for the City former Office on Aging to the Decatur/Macon County Senior Center. Agreement stipulated that the Senior Center shall act as an independent contractor whereas the City has no rights or obligations in the management of Senior Center operations. The term of the original agreement expired August 31, 1999, with two automatic one year renewals to August 31, 2001. This is the last agreement on file with the City of Decatur. Over the years since 1998 the City has provided a variety of funding support to the Senior Center, including annual operational subsidy payments, circa 2003 purchase of the Senior Center property located at 355 N. Water Street for \$250,000, circa 2003 parking lot construction payment of \$37,224 at the current 22nd Street location, and circa 2006 payment of \$20,000 for general maintenance and upkeep of the 22nd Street facility. Per the 1998 agreement, the City would provide an annual funding payment in the amount of \$71,000. The current annual funding provided by the City of Decatur is \$67,000. The amount was reduced from the original agreement amount sometime under the administration of City Manager Garman. In 2017, the City will restore the funding level to \$71,000.

Decatur Economic Development Corporation (“EDC”) – City provides an annual funding payment to the EDC in the amount of \$60,000.

Civic Center Authority (“Authority”) – original agreement dated December 20, 1976, as amended on March 14, 1977, and as amended November 24, 1980. Agreements defined the Authority acquisition of a site for construction of a Civic Center to include an arena, municipal offices, theater, meeting rooms, mall and parking at a project cost of \$11.244 million funded by State of Illinois contribution in the amount of \$8.433 million and City of Decatur contribution in the amount of \$2.811 million; and the agreements defined the duties and obligations of the Authority and the City in the operation of the Civic Center. *Agreement stipulates that the City is entitled to possession of office space in the facility for a period ending June 30, 2079, rent free, and in consideration the City shall be responsible to pay the cost of maintenance of space, including all utilities, janitorial services and non-structural repairs within the municipal office space; City shall maintain an operating reserve of \$100,000 and if said operating reserve fund is exhausted, the City shall pay any deficit in operating expense incurred by the Authority in operation of the Civic Center;*

Authority is not obligated to repay the City for any funds contributed to the Authority, and the Authority is obligated to pass any operating surplus beyond the \$100,000 operating fund reserve to the City to aid in the retirement of any debt service cost of the City investment of \$2.811 million that constructed the Civic Center. In 1998 and 1999, the City entered into agreement(s) with the Authority to participate in the funding of certain HVAC and facility repair and maintenance costs of \$640,000, whereby the agreements stipulated the City would fund the projects and the Authority would repay the City for Authority share of the cost of \$377,000 over a period of time defined in the agreements. The Authority was only able to repay the City \$73,000 of the \$377,000 agreement obligation to the City in the period from 1998 and 1999. In December 2013, the City forgave the remaining outstanding Authority obligation to the City in the amount of \$304,000, with consideration of City equity in the Civic Center enterprise, whereby, the City shall be reimbursed upon dissolution of the Authority if and only if the Authority, upon dissolution, has sufficient assets and equity to reimburse the City. At present, the City makes an annual operational subsidy payment to the Civic Center at the beginning of the fiscal year to finance the Authority operation. In 2017, the annual subsidy payment is \$409,867, an increase from the 2016 annual subsidy payment of \$406,614.

Sister City Program – The City has funded the Sister City Program in the amount of \$7,500 in recent years. The 2017 funding level is \$7,500.

CONO Program – The City has funded the program in the amount of \$9,000 in recent years. The 2017 funding level is \$5,000.

Summary – All of aforementioned funding levels have been contemplated in the 2017 Budget approved by the City Council with Council Resolution 2016-140 passed by Council November 21, 2016.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: Tim Gleason Gregg D. Zientara

BUDGET/TIME IMPLICATIONS: All of aforementioned funding levels have been contemplated in the 2017 Budget approved by the City Council with Council Resolution 2016-140 passed by Council November 21, 2016.

ATTACHMENTS:

Description	Type
Resolution funding CICD	Cover Memo
CICD agreement	Cover Memo

RESOLUTION NO. R2017-

**RESOLUTION AUTHORIZING CITY TREASURER TO RELEASE ANNUAL
PROFESSIONAL SERVICE CONTRACT PAYMENT TO THE COMMUNITY
INVESTMENT CORPORATION OF DECATUR**

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

Section 1. With Council Resolution R1997-01, presented to and adopted by the City of Decatur City Council on January 6, 1997, the City of Decatur entered into a professional service relationship with the Community Investment Corporation of Decatur, Inc., for the purpose to retain and expand the economic tax base of Decatur, so as to provide increased employment opportunities, affordable housing opportunities and neighborhood improvements through the provision of financial, technical, advisory, and other assistance to individuals and entities focusing on inner city redevelopment.

Section 2. That the City Treasurer is hereby, authorized and directed to release the annual contract payment for the fiscal year 2017 in the amount of \$70,000 payable to the Community Investment Corporation of Decatur, Inc.

PRESENTED and ADOPTED this 17th day of January, 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

Reg-01

**CONTRACTUAL AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF DECATUR
AND
THE COMMUNITY INVESTMENT CORPORATION
OF DECATUR, INC.**

THIS AGREEMENT, entered this 7th day of January, 1997 by and between the City of Decatur, Illinois (herein called the "City") and Community Investment Corporation of Decatur, Inc. (herein called the "CICD").

WHEREAS, the primary focus of the CICD is to retain and expand the economic and tax base of Decatur, so as to provide increased employment opportunities, affordable housing opportunities and neighborhood improvements through the provision of financial, technical, advisory and other assistance to individuals and entities focusing on inner city redevelopment, and;

WHEREAS, the City wishes to engage the CICD to assist the City in neighborhood and business development projects which will benefit Decatur;

NOW, THEREFORE, it is agreed between the parties hereto that;

1. SCOPE OF SERVICE

A. Activity

The CICD will be responsible for administering current and future HOME funds for the purpose of selection of the participating Community Housing Development Organization (CHDO) and for providing technical assistance to the CHDO's.

I. Actions by the CICD

- A. The CICD will ensure that all operations of the CHDO Program are in such a manner as to be in compliance with all applicable federal, state and local laws and regulations.
- B. The CICD will assume all responsibilities for the selection of the CHDO and monitoring for compliance, program guidelines, and all other administrative activities related to the operations of a CHDO.
- C. The CICD Housing and Neighborhood Committee will provide appropriate community oversight related to operations, management, guidelines and financial aspects of the CHDO.

- D. The CICD will cooperate with the City of Decatur in preparing and making any reports to other parties as appropriate and necessary for activities conducted under this agreement.

II. Actions by the City

- A. The City shall conduct and complete Environmental Review Reports and Historical Review required for federal compliance under Title II.
- B. The City via the Community Development staff shall provide the monthly progress report on activities associated with the CHDO Program, repayment status, and loans in process.
- C. The City shall maintain all project files and legally binding documents. They shall make available to the CICD President upon request.

B. Activity

The CICD will be responsible for the administration of the Decatur Industry and Technology Center (DITC)

I. Actions by the CICD

- A. The CICD will assume responsibility for the selection of eligible tenants, use, occupancy and operations of DITC in accord with applicable regulations of the US Department of Housing and Urban Development (HUD), Community Development Block Grant Program (CDBG), the Economic Development Administration (EDA), and Illinois Department of Commerce and Community Affairs (DCCA), and in accord with any conditions or other provisions of any loan or grant relating to the DITC.
- B. Rents shall be collected by the CICD and shall be used by it to defray the costs and expenses of the management and operation of the DITC.
- C. The CICD shall account to the City each calendar month as to said rents and the application thereof, and of any other funds in connection with the DITC received by it, to said expenses.
- D. The CICD shall keep accurate books of account which it shall annually cause to be audited by independent accountants and shall furnish a report thereof to the City.

- E. The CICD shall prepare, and submit to the City for its approval, an annual budget for the DITC which shall include along with estimated management, operation and maintenance expense a specific provision for long term maintenance items.
- F. The CICD shall provide for project management and operation and for the maintenance of the common use areas and facilities of the DITC.
- G. The Business and Downtown Committee shall meet to review the operating aspects of the incubator and may direct changes to the operation and may make recommendations for contractual changes to the City Council, and Executive Board.

II. Actions by the City

- A. The City shall reasonably cooperate with the CICD in carrying out the project and shall allocate to the CICD any gifts or grants received by it intended for use in the DITC. The City will initially assist with snow removal, grounds keeping, major building maintenance, and insurance. It shall be the intent, however, for rents collected to cover the costs of these items.

C. Activity

The CICD will be responsible for economic development loan programs.

I. Actions by the CICD

- A. The CICD shall be responsible for administering, managing and directing the Revolving Loan Fund, the Economic Development Loan Fund, the Small and Minority Loan Fund and any other loan funds that CICD and the City agree are beneficial to the City of Decatur. The funds shall be administered to according to HUD, CDBG, EDA and DCCA regulations.
- B. The CICD shall be responsible for the loan services and collection of each loan.
- C. The CICD shall keep accurate books of account which it shall have annually audited by independent accountants and shall furnish a report thereof to the City.

II. Actions by the City

- A. The City shall reasonably cooperate with the CICD and provide timely copies of any new regulations affecting programs.

D. Activity

The CICD will seek projects that are within their mission that will contribute to the betterment of the community.

2. TERM OF AGREEMENT

This Agreement shall be in full force and effect from January 7, 1997 to January 7, 1998, and thereafter until notice of termination is given by either party hereto to the other. Such notice shall be approved by the Council and in writing, shall be served personally or by certified mail and shall be effective ninety (90) days from the date of said service.

3. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall be \$84,000.00 annually for the first year, and at the same rate thereafter, prorated to the point of termination.

4. GENERAL COMPLIANCE

The CICD agrees to comply with all applicable federal, state and local laws and regulations governing the programs provided under this contract.

5. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The CICD shall at all times remain as independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance as the CICD is an independent contractor.

6. HOLD HARMLESS

The CICD shall hold harmless, defend and indemnify the City from any and all claim, actions, suits, charges and judgments whatsoever that arise out of performance or nonperformance of the services or subject matter called for in this contract.

7. WORKER'S COMPENSATION

The CICD shall provide workers' compensation insurance for all CICD employees involved in the performance of this contract.

8. INSURANCE AND BONDING

The CICD shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage.

9. AMENDMENTS

The City or CICD may amend this Contract at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City Council. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the CICD from its obligations under this contract.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.


CITY OF DECATUR

CICD

By


Mayor

By


Chairman

Attest:


City Clerk

Fed. ID# _____

RESOLUTION NO. R2017-

**RESOLUTION AUTHORIZING CITY TREASURER TO RELEASE
FISCAL YEAR 2017 OPERATIONAL FUNDING MONIES TO THE
DECATUR AREA CONVENTION AND VISITORS BUREAU**

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

Section 1. The City of Decatur has provided operational funding to the Decatur Area Convention and Visitors Bureau (“CVB”) in exchange for CVB efforts in the promotion of conventions and tourism in the Decatur, Illinois area and to acquaint and inform the public as to these objectives by providing information and other civic and educational features as will foster, encourage and stimulate these purposes, dating to the original agreement between the City and the CVB entered into on August 19, 1981, with subsequent amendments, the last of record dated April 19, 1999.

Section 2. That the City Treasurer is hereby, authorized and directed to release the annual operational funding monies for the fiscal year 2017 in the amount of \$270,000 payable to the Decatur Area Convention and Visitors Bureau.

Section 3. Said monies will be released by the City of Decatur to the Decatur Area Convention and Visitors Bureau in the amount of \$60,000 in the months of February, April, July and October.

Section 4. Additional monies will be released by the City of Decatur to the Decatur Area Convention and Visitors Bureau to provide funding for City Sponsorship of the Decatur / Forsyth LPGA Semetra Golf Classic in the amount of \$20,000, and to provide funding for City sponsorship of the Farm Progress Show exhibitor dinner in the amount of \$10,000, at such times as deemed necessary for sponsorship funding and upon request by the Decatur Area Convention and Visitors Bureau.

PRESENTED and ADOPTED this 17th day of January, 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. R2017-

**RESOLUTION AUTHORIZING CITY TREASURER TO RELEASE
FISCAL YEAR 2017 OPERATIONAL FUNDING MONIES TO THE
DECATUR-MACON COUNTY SENIOR CENTER**

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

Section 1. The City of Decatur has provided operational funding to the Decatur-Macon County Senior Center dating to an original agreement executed September 21, 1998 by and between the City of Decatur, Illinois and the Decatur-Macon County Senior Center, Inc., entered into when the City Council elected to transfer responsibility for the City Office on Aging to the Decatur-Macon County Senior Center, Inc.

Section 2. That the City Treasurer is hereby, authorized and directed to release the annual operational funding monies for the fiscal year 2017 in the amount of \$71,000 payable to the Decatur / Macon County Senior Center.

PRESENTED and ADOPTED this 17th day of January, 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. R2017-

**RESOLUTION AUTHORIZING CITY TREASURER TO RELEASE
FISCAL YEAR 2017 OPERATIONAL FUNDING MONIES TO THE
DECATUR ECONOMIC DEVELOPMENT CORPORATION**

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

Section 1. The City of Decatur has provided annual operational funding to the Decatur Economic Development Corporation in support of economic development activities benefiting the City of Decatur.

Section 2. That the City Treasurer is hereby, authorized and directed to release the annual operational funding monies for the fiscal year 2017 in the amount of \$60,000 payable to the Decatur Economic Development Corporation.

PRESENTED and ADOPTED this 17th day of January, 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. R2017-

**RESOLUTION AUTHORIZING CITY TREASURER TO RELEASE
FISCAL YEAR 2017 OPERATIONAL FUNDING MONIES TO THE
DECATUR CIVIC CENTER AUTHORITY**

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

Section 1. The City of Decatur and the Decatur Metropolitan Exposition, Auditorium and Office Building Authority (“Civic Center Authority”) entered into an agreement dated December 20, 1976, amended with agreement dated March 14, 1977 and further amended with agreement dated November 24, 1980, whereby said agreements established the terms and conditions of the relationship between the parties, duties and obligations of the parties, whereby the City is obligated to pay any deficit in the operating expense incurred by the Civic Center Authority in the operation of the Civic Center Authority.

Section 2. That the City Treasurer is hereby, authorized and directed to release the annual operational funding monies for the fiscal year 2017 in the amount of \$409,867 payable to the Civic Center Authority.

PRESENTED and ADOPTED this 17th day of January, 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

MINUTES OF THE MEETING
OF THE
DECATUR ZONING BOARD OF APPEALS

Thursday, June 9, 2016, 4:00 P.M.
City Council Chamber, Decatur Civic Center

The June 9, 2016 meeting of the Decatur Zoning Board of Appeals was called to order at 4:00 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Barry Goodman who determined a quorum was present.

Members Present: Kim Aukamp, Tom Brinkoetter, Julie Gahwiler,
Chris Harrison, Barry Goodman

Members Absent: Erv Arends, Eileen Milligan

Staff Present: Suzy Stickle, Joselyn Stewart, Amy Waks,
Patrick Hoban, Janet Poland

It was moved and seconded (Aukamp/Brinkoetter) to approve the minutes of the May 12, 2016 meeting of the Zoning Board of Appeals. Motion carried unanimously.

New Business

Cal. No. 16-03	Petition of DECATUR AREA HABITAT FOR HUMANITY for a variance to reduce the minimum front yard setback from 25 feet to 10 feet along South McClellan Avenue and from 25 feet to 19 feet along West Wood Street to allow for the construction of a single family residence at 1398 WEST WOOD STREET.
----------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Ms. Suzy Stickle was sworn in by Mrs. Janet Poland.

Ms. Stickle read the recommendation of staff:

The vacant subject site is approximately 4,519 square feet and located at the northeast corner of West Wood Street and South McClellan Avenue commonly known as 1398 West Wood Street.

The subject site has remained as a vacant parcel for a number of years.

The petitioner is requesting variation from the provisions of the Zoning Ordinance to allow for the construction of a 1,120 square foot single family residence.

The required front yard setback for this property is twenty-five (25) feet. The petitioner is requesting to reduce the required front yard setbacks along South McClellan Avenue from twenty-five (25) feet to ten (10) feet and along West Wood Street from twenty-five (25) feet to nineteen (19) feet.

The petitioner is requesting the variances in order to construct a single family residence with porches on the west side as well as the south side of the proposed structure.

The Zoning Board of Appeals can grant variances for the reduction of setbacks when it will not create a safety hazard will not be detrimental to the overall health, safety or welfare of the neighborhood or to the City as a whole and the variance is found to be in harmony with the intent of the Zoning Ordinance and the Comprehensive Plan.

A single family residence with porches having front yard setbacks reduced along both South McClellan Avenue and West Wood Street being ten (10) feet and nineteen (19) feet respectively will not adversely affect the neighboring properties or the general area as the neighboring properties have comparable setbacks.

Granting a variance for the single family residence will not alter the essential character of the locality. The single family residence will not impair the adequate supply of light and air to adjacent properties; it will not increase congestion of the area or endanger public safety; and the request is in harmony with the intent of the Zoning Ordinance and the Comprehensive Plan.

Staff recommends approval of the variances.

The Zoning Board can approve the variance requests as presented, deny the variance requests or modify the requests as appropriate.

Mrs. Sharon Samuelson, representative, was sworn in by Mrs. Poland.

Mrs. Samuelson stated she works with the Decatur Area Habitat for Humanity and helped prepare the petition. Millikin has donated this property to Habitat for Humanity and they are planning on building a house in conjunction with Dennis Lab School. The standard house they build is a 40 foot by 28 foot footprint with a small side porch and a front porch. The house is being positioned similar to the houses on Wood Street and McClellan Avenue.

There were no questions and no objectors present.

It was moved and seconded (Harrison/Gahwiler) to approve Cal. No. 16-03 as requested by the petitioner. Motion carried unanimously.

There being no further business, it was moved and seconded (Gahwiler/Harrison) to adjourn the meeting. Motion carried unanimously. Chairman Goodman declared the meeting adjourned at 4:06 P.M.

City Clerk

DATE: 12/27/2016

MEMO: 2017-01

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Tim Gleason, City Manager
Debbie Bright, City Clerk

SUBJECT: Resolution Approving Appointment - Human Relations Commission

SUMMARY RECOMMENDATION: Staff request that Council pas the proposed Resolution approving the appointment of Nikki Garry to the Human Relations Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as a member of the board or commission set opposite her respective name, to serve a term expiring upon the date set opposite her respective name or until her respective successor is appointed and qualified:

Nikki Garry

Human Relations Commission

08/01/2019

DATED this 17th day of January, 2017.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2017-_____
RESOLUTION APPROVING APPOINTMENT

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

Section 1. That consent of the Council be, and it is hereby, given to the appointment by the Mayor of the person aforesaid as by said Mayor requested, which said request be, and it is hereby, received, placed on file and approved.

PRESENTED AND ADOPTED this 17th day of January, 2017.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Having received your consent I hereby appoint the named in the foregoing request by you approved as therein requested.

DATED this 17th day of January, 2017.

Julie Moore Wolfe, Mayor

Police Department

DATE: 1/5/2017

MEMO: 17-01

TO: Honorable Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
James E. Getz Jr., Chief of Police

SUBJECT: The purpose of this memorandum is to request the expenditure of funds to Motorola Solutions, Inc., for the annual Motorola System / Service Upgrade Agreement.

SUMMARY RECOMMENDATION:

It would be the recommendation of staff that the Decatur Police Department pay Motorola Solutions for the system/service upgrade agreement at the cost of \$23,900.04 to be paid out of the designated Police Communications budget.

BACKGROUND:

The City of Decatur signed an annual system and service upgrade agreement with Motorola Solutions on December 27, 2013, for the commencement date of January 1, 2014, and expiring on December 31, 2019. The Motorola System/Service Upgrade agreement provides the system owner (City of Decatur) with the software, hardware, and implementation services required to execute system infrastructure upgrades. Payment for the contract year, January 1, 2017 through December 31, 2017 is now due.

POTENTIAL OBJECTIONS: None Anticipated.

STAFF REFERENCE: James E. Getz Jr., Chief of Police, 424-2741, jgetzjr@decaturil.gov or Shane Brandel, Deputy Chief of Police, 424-2740, sbrandel@decaturil.gov

BUDGET/TIME IMPLICATIONS: Payment is due January 21, 2017. If approved, a purchase order will be requested, utilizing funds from the Police Emergency Communications budget.

ATTACHMENTS:

Description	Type
Resolution for Expenditure of Funds - Motorola System Service Upgrade	Resolution Letter

Agreement

Motorola Invoice

Motorola System/Service Upgrade
Agreement

Backup Material

Backup Material

RESOLUTION NO. R2017-_____

**RESOLUTION AUTHORIZING EXPENDITURE OF FUNDS
MOTOROLA SYSTEM SERVICE UPGRADE AGREEMENT
DECATUR POLICE DEPARTMENT**

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

Section 1. That the invoice presented to the City Council herewith with Motorola Solutions, Inc. regarding the Annual System and Service Upgrade Agreement for the Decatur Police Department Emergency Communications Center be, and the same 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 Purchase Order on behalf of the City of Decatur to Motorola Solutions, Inc. in an amount not to exceed \$23,900.04 for the period of January 1, 2017 and expiring December 31, 2017.

PRESENTED and ADOPTED this 17th day of January, 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

**MOTOROLA****MOTOROLA SOLUTIONS, INC.**1301 E. Algonquin Road
Schaumburg, IL 60196Visit our website at: www.motorola.com**INVOICE**

000000 01 01 000276 000276P

Page 1 of 1

TOTAL INVOICE AMOUNT:	\$23,900.04
MOTOROLA INVOICE NUMBER:	78369310
INVOICE DATE:	01/01/2017
PAYMENT DUE:	01/21/2017
CUSTOMER ACCOUNT NUMBER:	1000750506 0001
PURCHASE ORDER DATE:	
YOUR P.O.#:	

276

BILL TO DECATUR POLICE DEPT

333 S FRANKLIN
DECATUR, IL 62523*For questions concerning this Invoice please contact
Motorola at: 1-800-422-4210*

00077-00077-00077

Payment Terms: NET 20

Sales Order Number: S00001022838

Motorola Solutions, Inc. Federal Tax Id: 36-1115800

Invoice Detail

Dur(Mo.)	Model Number	Description	Qty	Unit Price	Amount
		BILLING FOR YOUR SERVICE AGREEMENT			
		SERVICE PERIOD FROM 01-JAN-17 TO 31-DEC-17			
		MOTOROLA CONTRACT # S00001022838			
		SERVICES CONTRACTED:			
12	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	1	416.67	5,000.04
	SITE(S)				
12	SVC04SVC0202A	SP SOFTWARE MAINT AGREEMENT	1	458.33	5,499.96
	SITE(S)				
12	SVC04SVC0204A	SP SYSTEM UPGRADE AGREEMENT II	1	1,116.67	13,400.04
	SITE(S)				
		SUBTOTAL			23,900.04
		PLEASE PAY THIS AMOUNT (PAYMENT DUE: 01/21/2017)			23,900.04

Detach here and return bottom portion with your payment.

IM1A-1

INVOICE NUMBER	CUSTOMER ACCOUNT NUMBER	PAYMENT DUE
78369310	1000750506 0001	01/21/2017

Please put your Invoice Number and your Customer Account Number
on your check for prompt processing.

DECATUR POLICE DEPT

333 S FRANKLIN
DECATUR, IL 62523**Payment Coupon**

Invoice Total	Amount Paid
\$23,900.04	

Send Payment To:

**MOTOROLA****MOTOROLA SOLUTIONS, INC.**13108 Collections Center Drive
CHICAGO, IL 60693

ASTRO 25 System Upgrade Agreement II ("SUA II")

Motorola Solutions, Inc. ("Motorola"), and Decatur Police Dept. ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products and services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"ASTRO 25 System Upgrade Agreement II Statement of Work" dated May 1, 2013
Exhibit C	"Pricing" dated Nov 14, 2013

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.2. "Contract Price" means the price for the purchased period of SUA II coverage, excluding applicable sales or similar taxes and freight charges.

2.3. "Effective Date" means that date upon which the last Party executes this Agreement.

2.4. "Equipment" means the equipment provided by Motorola under this Agreement.

2.5. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.6. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

2.7. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.8. "Non-Motorola Software" means Software that another party owns.

2.9. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

2.10. "Products" means the Equipment and Software provided by Motorola under this Agreement.

2.11. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the

Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.12. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished by Motorola under this Agreement.

2.13. "Warranty Period" means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the purchased period of SUA II coverage is completed.

3.4. **MAINTENANCE SERVICE.** This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with an agreed Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this Agreement and the annual payments can be processed solely against this Agreement.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$173,000.28. Motorola has priced the Agreement based on the initial System configuration and Service plans. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer annually in advance of each year of SUA II coverage. Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pay all freight charges. Title and risk of loss to the Equipment will pass to Customer upon delivery to the Customer. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Decatur Police Dept.
333 S. Franklin
Decatur, IL 62523

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Decatur Police Dept.
333 S. Franklin
Decatur, IL 62523

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, licenses, and the like; and access to the applicable work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical

power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 WARRANTIES

8.1. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

8.3. **SERVICE WARRANTY.** Motorola warrants that its services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the services are completed.

8.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, re-perform the non-conforming service, refund the price of the defective Equipment or Motorola Software or refund, on a pro-rata basis, the fees paid for the non-conforming service. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the Customer for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT, MOTOROLA SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are delivered.

10.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3 **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the Products are delivered. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. **CONFIDENTIALITY.** All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

11.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days

after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

11.2. **CONVENIENCE.** Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Products provided and Services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Products, Services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

11.3. **UNEARNED DISCOUNTS.** If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of System Upgrade payments for the original Term. Annual discounts for the Term can be found on Exhibit C.

Section 12 INDEMNIFICATION

12.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

12.3. PATENT AND COPYRIGHT INFRINGEMENT.

12.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to

Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.3.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the latest annual amount invoiced for the SUA II period of coverage with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a

"need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.8. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Decatur Police Dept.
Attn: Brad Sweeney
333 S. Franklin
Decatur, IL 62523
fax: (217) 424-2766

Motorola Solutions, Inc.
Attn: Law Department
1303 East Algonquin Road, IL01 / 8th Floor
Schaumburg, IL 60196
fax: (847) 576-0721

15.9. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.11. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software), Section 3.6 (Non-Motorola Software); if any

payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Decatur Police Dept. ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products

to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B**STATEMENT OF WORK****ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)****1.0 Description of Service and Obligations**

- 1.1 As major system releases become available, Motorola agrees to provide the system owner with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.
- 1.2 The parties agree that the system owner will have, at their option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 System Upgrade Agreement II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 Motorola agrees to provide minor software upgrades, known as “patch releases”, which may include commercial Operating Software (“OS”) and application software patches and service pack updates when and if available. Currently, the parties acknowledge that Motorola’s service includes Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola agrees to provide only patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality. Corresponding 3rd Party software and operating system patches will be released quarterly upon successful completion of the regular test cycle or at Motorola’s discretion. Once a patch release has been validated as safe for deployment on the radio network, Motorola agrees to post it on a Motorola secure extranet site for the Customer to download and deploy.
 - 1.3.1 The parties agree that minor software upgrades, and patch release coverage, which include commercial OS and application software patches and service pack updates, will terminate should the customers system release version become more than 5 system release versions from the current shipping release version.
- 1.4 The parties agree that ASTRO 25 system release upgrades are considered “major” upgrades if they include commercial OS and application software updates as well as Motorola system release software. System releases shall be pre-tested and certified in Motorola’s Systems Integration Test lab. ASTRO 25 system releases shall improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola’s option, system releases may also include significant new feature enhancements as optional features. The SUA II does not include coverage for new optional feature software or hardware. Optional features may be offered for purchase.
- 1.5 The parties agree to the Eligible System Release Upgrade Paths available to the system owner as per the system release upgrade chart referenced and incorporated in Appendix A.
- 1.6 Motorola agrees that this Agreement entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

- 1.7 Motorola agrees that the following ASTRO 25 system release software for the following products are covered under this Agreement: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, NICE IP logging recorder, NICE replay stations (Scenario Replay and Inform Lite), network management terminals, Network Fault Management (NFM) products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.
- 1.8 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this Agreement.
- 1.9 The parties agree that the SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. The parties further agree that new subscriber radio options and features not previously purchased are excluded from SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.10 Motorola agrees to provide hardware version updates and/or replacements necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature & functionality of the eligible system release. The parties agree that any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.
- 1.11 Motorola agrees that the following hardware components are eligible for full product replacement when necessary per the eligible system release upgrade and if originally provided by Motorola:
 - 1.11.1 Servers
 - 1.11.2 PC Workstations
 - 1.11.3 Routers
 - 1.11.4 LAN Switches
- 1.12 Motorola agrees that the following hardware components are eligible for board-level replacement when necessary per the eligible system release upgrade. The parties agree that "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed:
 - 1.12.1 GTR 8000 Base Stations
 - 1.12.2 GCP 8000 Site Controllers
 - 1.12.3 GCM 8000 Comparators
 - 1.12.4 MCC 7500 Console Operator Positions
 - 1.12.5 STR 3000 Base Stations
 - 1.12.6 Quantar Base Stations
 - 1.12.7 Centracom Gold Elite Console Operator Interface Electronics
 - 1.12.8 Centracom Gold Elite Central Electronics Banks
 - 1.12.9 Ambassador Electronics Banks

- 1.12.10 Motorola Gold Elite Gateways
 - 1.12.11 ASTROTAC Comparators
 - 1.12.12 PSC 9600 Site Controllers
 - 1.12.13 PBX Switches for Telephone Interconnect
 - 1.12.14 NFM/NFM XC/MOSCAD RTU
- 1.13 The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.
- 1.14 Motorola agrees to provide implementation services necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. The parties agree that any implementation services that are not directly required to support the system upgrade are not included. The parties further agree that implementation services necessary for system expansions and/or new features or functionality that are implemented concurrent with the system upgrade are not included.
- 1.15 As major system releases become available, Motorola Agrees to provide the following software design and technical resources necessary to complete system release upgrades up to a maximum of one system release upgrade per two-year contract period.:
- 1.15.1 Review infrastructure system audit data as needed.
 - 1.15.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.15.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.15.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.15.5 Program management support required to perform the system upgrade.
 - 1.15.6 Field installation labor required to perform the system upgrade.
 - 1.15.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.16 The parties agree that the ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. The parties further agree that this configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.17 The parties agree and acknowledge that the ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.18 Motorola agrees to issue the Software Maintenance Agreement (“SMA”) bulletin on an annual basis and post it in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.
- 1.19 The parties agree that all services described in this SOW are available during the Standard Business Day unless otherwise agreed to by Motorola.

1.20 Coverage Continuity.

- 1.20.1 The parties acknowledge and agree that the ASTRO 25 SUA II requires continuous coverage beginning within (90) days after the expiration of system warranty. Should the Customer delay purchase of an ASTRO 25 SUA II beyond (90) days from system warranty expiration or elect to discontinue the ASTRO 25 SUA II and later decide to reinstate coverage, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years in equivalent ASTRO 25 SUA II coverage.

1.21 The Customer agrees that they shall:

- 1.21.1 Contact Motorola upon receiving the SMA bulletin to engage the appropriate Motorola resources for a system release upgrade.
- 1.21.2 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 1.21.3 Provide or purchase labor to implement optional system release features or system expansions.
- 1.21.4 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics during the upgrade period.
- 1.21.5 Properly store and make available hardware and software required to perform software upgrade services needed for installation of the system release.
- 1.21.6 If the Servicer is required to travel beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.
- 1.21.7 Inform system users of software upgrade plans and scheduled system downtime. Perform appropriate system backups and make them readily available during the installation of the system release.
- 1.21.8 Assist Motorola in the preparation of a Customer Support Plan before system acceptance and provide all information necessary to complete the Customer Support Plan.
- 1.21.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.0 Exclusions and Limitations

- 2.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
- 2.2 The parties agree that the ASTRO 25 SUA II does not include hardware replacement for all products. Version updates may be available in some cases, but complete product replacement is not covered for all products.

- 2.3 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
- NICE Full Inform
 - MCC5500 Dispatch Consoles
 - MIP5000 Dispatch Consoles
 - Plant/E911 Systems
 - MOTOBRIDGE Solutions
 - ARC 4000 Systems
 - Motorola Public Sector Applications Software (“PSA”)
 - Custom SW, CAD, Records Management Software
 - Data Radio Devices
 - Mobile computing devices such as Laptops
 - Non-Motorola two-way radio subscriber products
 - Genesis Products
 - Point-to-point products such as Microwave terminals and association multiplex equipment
- 2.4 The parties further agree that the ASTRO 25 SUA II does not cover any hardware or software supplied to the system owner by any Motorola business sector other than Motorola Solutions and/or purchased directly from a third party, unless specifically included in this SOW.
- 2.5 The parties agree that the ASTRO 25 system release upgrades include limited security updates issued by Microsoft, Solaris and Red Hat certified with each individual system release.
- 2.6 The parties agree that the ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton). Anti-virus and/or security application support may be covered under a separate agreement.
- 2.7 The parties agree that upgrades for equipment add-ons or expansions during the term of the contract are not included in the coverage of this SOW unless otherwise agreed to by Motorola.

3.0 Special provisions

- 3.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 3.2 Customer acknowledges that they may use the software (including any System Releases) only in accordance with the applicable Software License Agreement. The SUA II Statement of Work is not intended to modify or terminate an existing Software License Agreement. The SUA II or services rendered by Motorola does not alter Motorola’s software intellectual property rights.
- 3.3 Customer acknowledges that SUA II services do not include repair or replacement of hardware or software necessary due to defects that are not corrected by the system release, nor does it include

repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of software.

- 3.4 The parties agree that ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the SUA II program; in either case, Motorola will refund to Customer any prepaid fees for System Upgrade Agreement services applicable to the terminated period.
- 3.5 Motorola may suspend or terminate the ASTRO 25 SUA II if the following conditions apply:
- Customer fails to pay Motorola any fees for the ASTRO 25 SUA II when due
 - Customer breaches the Software License Agreement or other applicable agreement
 - Customer's rights to use the software under the Software License Agreement expire or are terminated
 - Customer replaces its Motorola System with a system from another manufacturer

4.0 WARRANTIES AND DISCLAIMER:

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service ("Warranty Period"). Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service. Product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which this information is provided) are collectively referred to as "Documentation." During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the software. Whether a defect occurs will be determined solely with reference to the Documentation. Motorola does not warrant that Customer's use of the software or products will be uninterrupted or error-free or that the software or the products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRETESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

Appendix A – ASTRO 25 Eligible System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	N/A	
Jun-06	R7.1	N/A	
Dec-06	R7.2	7.7	
Mar-07	R7.1.1	N/A	
Dec-07	R7.4	7.7	
Jun-08	R7.5	7.7	
Dec-08	R7.6	7.7	
Jun-09	R7.7	7.9	7.11
Jan-10	R7.8	7.9	
Dec-10	R7.9	7.11	7.13
Aug-11	R7.11	7.13	7.14 (planned)
Mar-12	R7.12	N/A	
Nov-12	R7.13	7.14 (planned)	7.15 (planned)
Nov-13	R7.14 (planned)	7.15 (planned)	7.16 (planned)

The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release. Prices for any future product or software included herein will be separately negotiated when and if such product or software becomes available.

The most current eligible system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	0
Zones in Operation (Including DSR and Dark Master Sites)	0
Zone Features: IV&D, OTAR, TDMA, Telephone Interconnect, CNI, HPD, ISSI CSMS, IA, POP25, Text Messaging, Outdoor Location, ...	0
RF System	
Voice RF Sites & RF Simulcast Sites	0
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	0
HPD RF Sites	0
HPD Stations	0
Dispatch Console System	
Dispatch Sites	0
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	0
Conventional Channel Gateways (CCGW)	0
Conventional Site Controllers (GCP 8000 Controller)	0
Logging System	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
Network Management and MOSCAD NFM	
Network Management Clients	0
MOSCAD NFM Systems	0
MOSCAD NFM RTUs	0
MOSCAD NFM Clients	0
Fire Station Alerting (FSA)	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
Subscribers	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	0
Workstations - Mid Performance	0
Servers - High Performance	0
Servers - Mid Performance	0
LAN Switch - High Performance	0
LAN Switch - Mid Performance	0
Routers	0



Appendix C – Security Update Service (SUS) Statement of Work

The customer has chosen not to receive Security Update Service (SUS) coverage.



SERVICES AGREEMENT

Attn: National Service Support/4th fl
1301 East Algonquin Road
(800) 247-2346

Contract Number: S00001022838
Contract Modifier:

Date: 11/14/2013

Company Name:	Decatur Police Dept
Attn:	
Billing Address:	333 S Franklin
City, State, Zip:	Decatur, IL, 62523
Customer Contact:	Lt. Brad Sweeney
Phone:	(217) 424-2740


Required P.O.: No
Customer #: 1000750506
Bill to Tag #: 0001
Contract Start Date: 01/01/2014
Contract End Date: 12/31/2019
Anniversary Day: Dec 31st
Payment Cycle: ANNUAL
PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
	SUA II	Total Services		\$143,100.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		Subtotal - Recurring Services		
		Subtotal - One-Time Event Services		
		Total		\$143,100.00
		Taxes	-	-
		Grand Total		\$143,100.00
Six Annual Invoices: 2014 - \$23,600 2015 - \$23,700 2016 - \$23,800 2017 - \$23,900 2018 - \$24,000 2019 - \$24,100		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.		
		Subcontractor(s)	City	State
		MOTOROLA NIO SSA TEAM	SCHAUMBURG	IL
		MOTOROLA SOLUTIONS - T5 SYSTEMS UPGRADE (CB705)	BROADVIEW HEIGHTS	OH

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

  12-27-13
AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

LT. BRAD SWEENEY
CUSTOMER (PRINT NAME)

 CSM 1/21/14
MOTOROLA REPRESENTATIVE(SIGNATURE) TITLE DATE

Bob Stallwitz 309-353-4140
MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name: Decatur Police Dept

CITY COUNCIL MEMORANDUM
NO. 2017-01

January 3, 2017

TO: Honorable Mayor Moore Wolfe

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 34 – Traffic and Parking

SUMMARY RECOMMENDATION: Staff requests that Council pass the proposed ordinance amendment regarding Chapter 34, Section 38 subsection B.(iii).

BACKGROUND: Chapter 34, Section 38, subsection B.(iii) advises procedures to retrieve vehicles that have been impounded for unlawful use of a motor vehicle. Currently, the ordinance advises owners may post bond to retrieve the vehicle at the Law Enforcement Center, 333 S. Franklin Street, the former location of the Decatur Police Department. This amendment updates the address.

RECOMMENDATION: Staff recommends the suggested language amendment to Chapter 34, Section 38.

POTENTIAL OBJECTIONS: There are no known or expected objections.

INPUT FROM OTHER SOURCES:

STAFF REFERENCE: Amy Waks, Assistant Corporation Counsel, at 424-2807.

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE AMENDING CITY CODE
- CHAPTER 34 –
- TRAFFIC AND PARKING –**

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

Section 1. That Chapter 34 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending language to Section 38, subsection B.(iii), reflecting the amendment. Said Section 38 as so modified and amended, shall provide as follows:

B.(iii) Whenever the owner of a vehicle seized pursuant to this subsection wishes to retrieve the vehicle seized prior to the evidentiary hearing, he or she may do so by posting a cash bond of Two Hundred Fifty Dollars (\$250.00) at the Decatur Police Department, 707 Southside Drive, Decatur, Illinois, in addition to the payment of applicable towing and storage fees to the City's towing contractor.

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

PRESENTED, PASSED, APPROVED AND RECORDED this day of January, 2017.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2017.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 34

- TRAFFIC AND PARKING -

- B.(iii) Whenever the owner of a vehicle seized pursuant to this subsection wishes to retrieve the vehicle seized prior to the evidentiary hearing, he or she may do so by posting a cash bond of Two Hundred Fifty Dollars (\$250.00) at the ~~Law Enforcement Center, 333 S. Franklin Street,~~ Decatur Police Department, 707 Southside Drive, Decatur, Illinois, in addition to the payment of applicable towing and storage fees to the City's towing contractor.

Water Management

DATE: 1/6/2017

MEMO: 2017-01

TO: Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Keith Alexander, Director of Water Management
Jerry Stevens, P.E., Engineering Services Coordinator

SUBJECT:
December Progress Report
Lake Decatur Dredging Basins 1-4 &
Oakley Sedimentation Basin Rehabilitation
City Project 2013-14

BACKGROUND:

Major Work Completed:

- All three dredges were shut down on December 20 due to winter weather.
- Weir box walkways have been completed at the Oakley sedimentation basin.

Major Work Planned for the Near Term:

- Continue dredging Basin 2. Basin 2 is 75% complete.
- Continue dredging Sand Creek Basin and sediment trap. Sand Creek is 65% complete.
- The large dredge “The LW” will undergo a major renovation of the rear section. It will be disassembled and shipped to Missouri for upgrades then trucked back to Decatur for reinstallation in the spring.

Budget and Schedule:

- This month Great Lakes Dredge & Dock dredged 61,400 cubic yards of material from Sand Creek Basin and 172,251 cubic yards from Basin 2. Since dredging began in November 2014, 6,110,309 cubic yards of material have been removed.
- The project is 57% complete and on schedule to be completed by December 31, 2019.

City Clerk

DATE: 1/11/2017

MEMO: 2017-01

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Tim Gleason, City Manager

ATTACHMENTS:

Description	Type
Fire	Cover Memo
Management Services	Cover Memo
Police	Cover Memo
Public Works	Cover Memo
Water	Cover Memo



DECATUR FIRE DEPARTMENT
MEMORANDUM
17-01

January 6, 2017

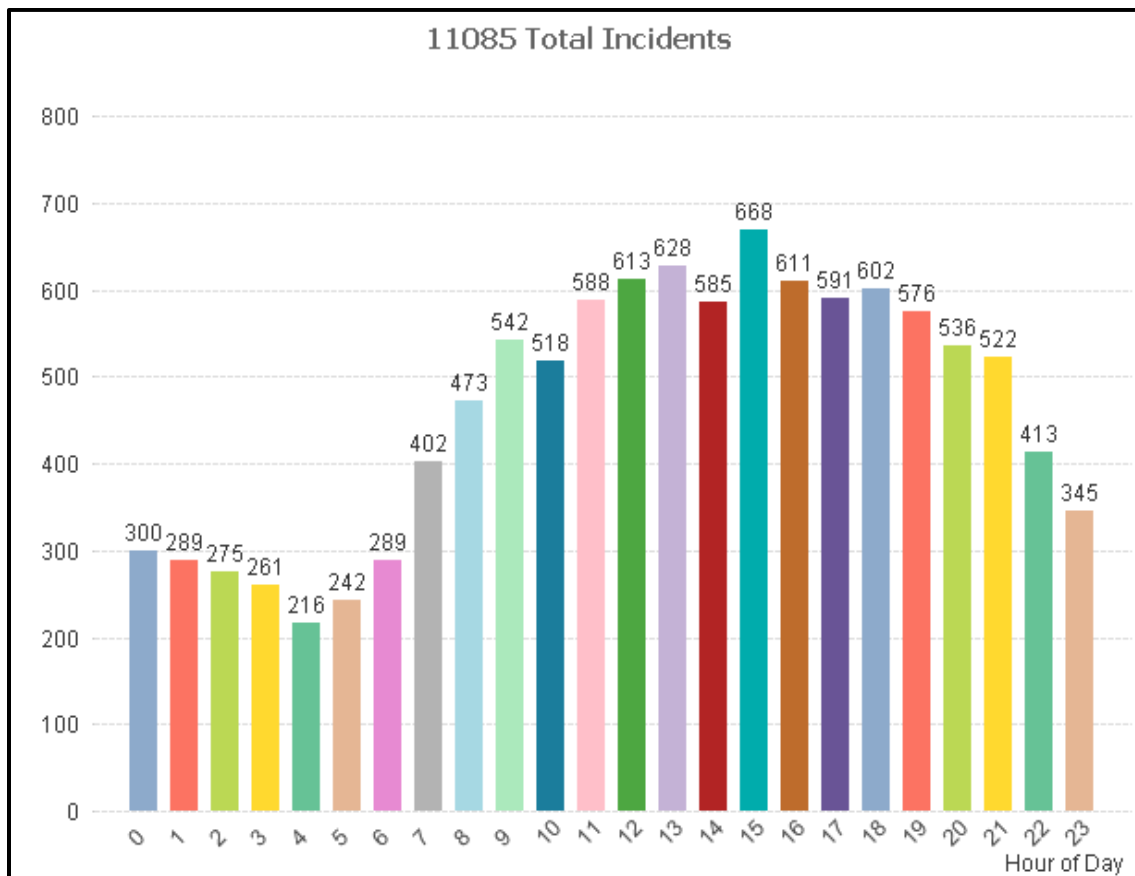
TO: Tim Gleason, City Manager

FROM: Jeffrey S. Abbott, Fire Chief

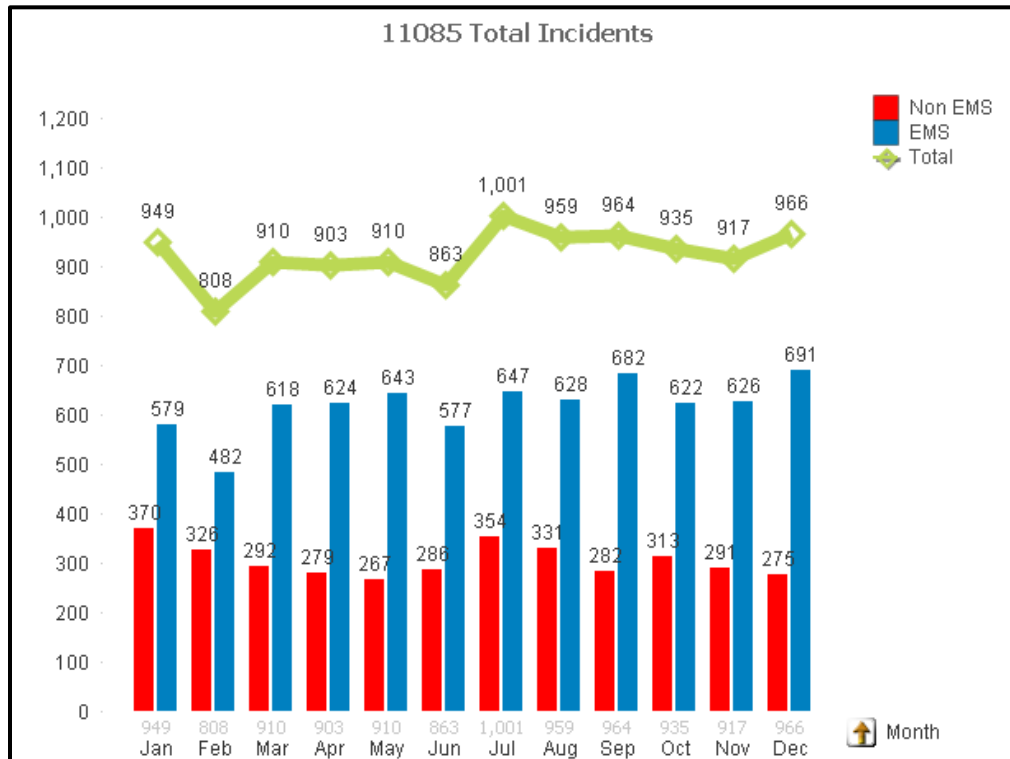
RE: Monthly Report - December 2016

The fire department responded to 966 alarms in the month of December. The department finished the year with a record 11,085 alarms. The 11,085 alarms resulted in 14,342 apparatus responses. That means that about 18% of the alarms are answered by more than one fire company due to the nature of the alarm. There has been a 21% increase in the number of alarms answered by the department in the last 5 years.

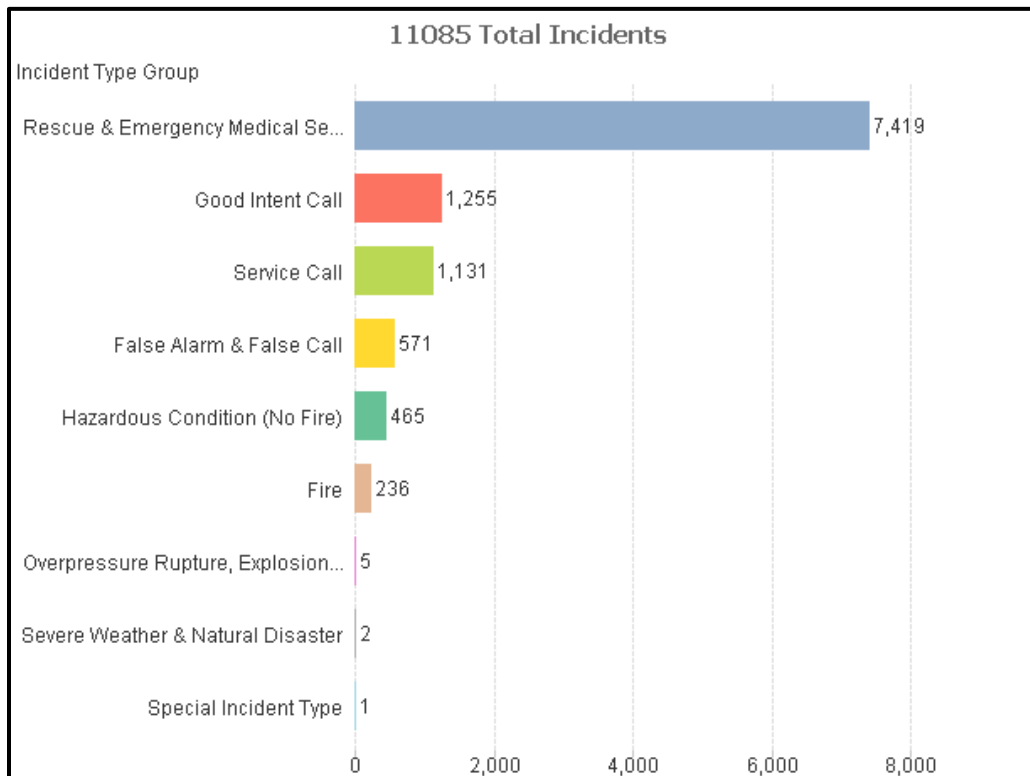
The new contract with IAFF Local 505 was ratified and goes into effect January 1, 2017. The fire station construction project is on track to begin in February. The new Engine 7 should be delivered sometime towards the end of January.



EMS incidents are the leading type of alarm answered by the department. Almost 67% of all alarms answered are EMS in nature.



The leading incident types are listed in the graph below.



Fire Prevention Division

During the month of December, there were 5 call outs for a Fire Inspector. Four of these fires were classified as Accidental and the other one was classified as undetermined. The bulk of our December work is inspections which totaled 54. We finished up 2nd Hand Shop inspections and began Amusement License inspections. Amusement inspections will continue through January. During the month we also completed 24 key box installations or removals, installed 2 smoke alarms and completed 6 plan reviews. We also did 2 fire safety presentations for local businesses. Lastly, all members completed annual CPR training.

Training Division

All firefighters completed their annual CPR re-certification during December. The Technical Rescue Team participated in a training drill at the ADM Railcar facility. Thirteen (13) team members practiced rappelling, rigging operations and initial company response objectives.

DEPARTMENT OF MANAGEMENT SERVICES
Monthly Report of Priorities and Projects
Fiscal Year 2016
December 2016

Highlights of activities for this month include:

City Clerk's Office

- Attending and preparing minutes for two Council meetings;
- Receiving Mayor/Council candidates nominating petitions at end of the month;
- Receiving and processing 16 FOIA requests; and
- Completing interviews for the Administrative Secretary position in Human Resources;

Human Resources Division

- Attending monthly Civil Service Commission and Human Relations Commission meetings;
- Attending local SHRM meeting and monthly AFSCME Labor/Management meeting;
- Attending PBPA contract arbitration hearing and Library AFSCME contract negotiations;
- Overseeing new test for the Emergency Communications Specialist position;
- Conducting interviews for 3 management positions, and testing for Crew Chief position; and
- Facilitating the collection and review of management employee performance evaluations;

MIS Division

- Preparing for the City Fiber install with the ICN Fiber builder;
- Creating new crystal reports and mail merge documents for business licensing;
- Deploying new GPS positioning equipment used by Public Works;
- Completing additional data migration effort for the Utility Billing CIS project;
- Converting Water Billing Call Center to VoIP phone system;
- Completing the install of recording software at the MSC for long term retention of calls;
- Applying current Windows updates to all servers and current patches to virtual server farm;
- Retaining a 97% above average to exceptional rating for MIS help desk service; and
- Achieving a 49% first-call resolution rate for MIS help desk service calls;

Mass Transit System

- Meeting with Alpha Omega and Decatur City Taxi to discuss paratransit issues;
- Resubmitting Federal Milestones report;
- Reorganizing the paratransit department;
- Attending a DUATS committee meeting;
- Viewing a webinar on asset management for transit systems; and
- Working on an RFP for security cameras for the transit system;

Director's Office

- Participating in a PBPA-LC collective bargaining session and an arbitration hearing;
- Obtaining City Council approval of the Firefighters' new collective bargaining agreement;
- Participating in an AFSCME labor management meeting;
- Meeting with staff about an AFSCME grievance regarding overtime assignments;
- Meeting with the group health insurance consultant regarding 2017 rate setting;
- Attending the "Walking 4 Wellness" recognition breakfast as one of the honorees; and
- Participating in the monthly meeting of the Civic Center Board of Directors.

DECATUR ILLINOIS POLICE DEPARTMENT

**TO: Mayor Julie Moore-Wolfe
City Council Members
City Manager Tim Gleason**

FROM: James E. Getz Jr. , Chief of Police

RE: December 2016 Monthly Report

STAFFING

Sworn Police Officer Staffing

The Decatur Police Department has 163 authorized sworn police positions. At end of December 2016 staffing was at 157. Current staffing for the Decatur Police Department is as follows:

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Police Chief	1	1	1
Deputy Chief	3	3	3
Police Lieutenant	5	5	3
Police Sergeant	17	17	16
<u>Police Patrol Officer</u>	<u>137</u>	<u>134</u>	<u>134</u>
TOTAL	163	160	157

Civilian-Non Sworn Police Staffing: 8

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Administrative Secretary	1	1	1
Senior Crime Analyst	1	1	1
Crime Analyst	1	1	1
Sr. Clerk Typist	1	1	1
Records Supervisor	1	1	1
ECS/Records Clerk	1	1	1
<u>Part-time FOIA Officer</u>	<u>2</u>	<u>2</u>	<u>2</u>
Total	8	8	8

System Administrator, Duane Richards works out of the Police Department but is staffed under MIS.

Emergency Communications/Dispatch Staffing

<u>Position</u>	<u>Authorized</u>	<u>Funded</u>	<u>Current</u>
Communications Center Mgr	1	1	1
Supervisor	3	3	2
ECS Level III	23	19	19
ECS Level II	1	1	0
Total	28	24	22

The communications center manager is projecting 74 (4- hour) slots of overtime in January 2017.

PATROL DIVISION

<u>Function</u>	<u>Month</u>	<u>YTD</u>
Community Meetings	2	30
Directed Patrols	54	603
Active Problem Oriented Policing Projects	2	4
Completed Problem Oriented Policing Projects	0	2
Parking Citations	194	1188
Criminal Arrests	417	5508
Felony Drug Arrests	20	266
Firearms Seized	4	100
Traffic Citations	750	8632
Field Interviews	110	1195
Written Warnings	377	4718
Illegal Sound Amplification Arrests	2	2
Calls for Service/CAD incidents	4209	56319
Unlawful use of Motor Vehicle tows	129	1595
Driving Under the Influence Arrests (DUI)	36	377
DUI involving accidents	8	99
Fatal Accidents	0	5
Traffic Accidents	304	2903
Accidents with Personal Injury	36	465
City Ordinances Arrests	39	519

CRIMINAL INVESTIGATIONS DIVISION

Street Crimes: Drug Seizures for the month:

<u>Drug</u>	<u>Amount</u>	<u>YTD Seizure</u>	<u>Street Value</u>
Cannabis	5574grams	45,628 grams @ \$10-gram	\$456,280
Cocaine-Powder	104 grams	2528 grams @ \$100-gram	\$252,800
Cocaine-Crack	56 grams	797 grams @ \$100-gram	\$79,700
Heroin	216 grams	448 grams @ 300-gram	\$134,400
Ecstasy	89 hits	199@ 20 hit	\$ 3,980
Meth	254 grams	1011 grams @ 100-gram	\$101,100

K-2: 89 grams	YTD: 16,798 grams
Search Warrants: 7	YTD: 71
US Currency Seized: \$6,894	YTD: \$325,998
Firearms seized: 5	YTD: 73
Vehicles seized: 4	YTD: 13
Interdiction Drug Arrests: 2	YTD: 79
Interdiction Wanted Persons Arrests: 0	YTD: 1
Interdiction Currency Seizure: \$727	YTD: \$127,285

Criminal Investigations (Adult & Juvenile Detectives):

New cases assigned: 175	YTD: 2426
Cases closed/resolved: 83	YTD: 1191
Criminal Arrests: 63	YTD: 713
Homicides: 0	YTD: 4
Infant Death Investigations: 0	YTD: 0
Suicide Detective Investigations: 1	YTD: 10
Missing person Investigations: 4	YTD: 48
Computer forensic Exams: 5	YTD: 204
Sex Offenders Registered: 74	YTD: 797

A Detective has been assigned to the US Marshals Service Task Force, with a yearly review between the US Marshals Service and Decatur Police Administration to ensure effectiveness. This partnership allows for quicker apprehension of fugitives within the Decatur/ Macon County region and also allows for more government resources in the pursuit of major fugitives.

Fugitive Arrests: 30	YTD fugitive arrests: 391
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Freedom of Information (FOIA)

The Professional Standards Unit received 162 Freedom of Information Act requests for the month; 2522 total requests YTD in 2016.

**Public Works Department
Monthly Activity Report
December 2016**

Engineering:

7th Ward Sewer Rehabilitation: Bids were opened for this project in December and planned for Council action in January. Construction should begin early 2017.

McKinley Avenue Sewer Rehabilitation: This project is currently under design by BGM & Associates. The condition is considerably worse than originally estimated in the master plan that was completed 5 years ago. The project is on hold as funding options are being reviewed and the focus is on the 7th Ward Sewer.

2016 State MFT Street Improvement Projects: Bids were awarded by Council on August 1. The project is completed.

2016 City MFT Street Improvement Project: Bids were awarded by Council on August 29. Work began on September 26. The project is completed.

Mound Road / Spring Creek Bridge (East): This project is completed.

Nelson Park Neighborhood Storm Drainage Improvements: This project is being designed by Blank, Wesselink, Cook & Associates. Neighborhood meetings were held on January 27th and March 12, to get input on the project. This project is scheduled for 2017 construction using a low interest loan from the IEPA.

Sewer Televising: 33,695 feet of sewers were televised. 6 special inspections / investigations were preformed.

Contract Sewer Cleaning: No sewers were cleaned.

MUNICIPAL SERVICES MONTHLY DATA 12/1/16 –12/30/16

TASKS	QUANTITY	MANHOURS	OTHER INFO
Potholes Repaired	3,839 each	419 hrs.	
Sweeping	44,889 miles	681 hrs.	
72 Hour Cleanups	54 each	211.5 hrs.	
Tree Trims	345 each	N/A	
Alley Grading	15,485 lin.ft.	74 hrs.	
Signs Installed	110 each	N/A	
Signs Repaired	104 each	N/A	

Department of Water Management
December 2016
Monthly Report

2015 Annual Water Main Replacements: Burdick Plumbing & Heating replaced 1.3 miles of water main on St. Louis Bridge Road and portions of the Forest Crest subdivision. This project was completed in July.

2016 Annual Water Main Replacements: Burdick Plumbing & Heating has replaced 95% of 1.34 miles of water main on East Cantrell Street and portions of the Lake Ridge Addition and 100% of the water main under the railroad tracks at Rock Springs Road. This project will be completed by May 2017.

2017 Annual Water Main Replacements: Work on project design and bid specifications continued on next year's project to replace deteriorating water mains on Wilder, Fairview, McClellan, Dennis, and Willow all north of Ravina Park Road.

Energy and Water Efficiency Services Agreement: Johnson Controls completed this project in September. 99.39% of the 31,399 water meter replacements and upgrades (excluding 1,003 inactive customer accounts and 18 upgrade refusal customers) were completed.

Fire Hydrant Maintenance: The City owns approximately 4,255 fire hydrants. Work continued on a request for proposals from contractors specializing in hydrant maintenance and painting.

Lake Decatur Dam Emergency Response Plan: Hanson Professional Services conducted a stakeholder meeting for the plan on December 9 then began revising the plan per the attendee's feedback.

Lake Decatur Dredging Basins 1 through 4: Due to winter weather, Great Lakes Dredge & Dock ceased dredging Basin 2, Sand Creek and the Sand Creek sediment trap on December 20. Since dredging began in November 2014, a total of 6,110,309 cubic yards of sediment has been removed from the lake, which is 57% of the contract amount, or 30 days of additional water supply.

Lake Decatur Landscape Maintenance: Sky's the Limit Tree Service completed the tree and brush removal on the south sides of the US 36 Bridge abutments over Lake Decatur in July.

Lake Services: Staff maintained and repaired equipment, removed several nuisance trees along the shoreline, assisted the dredging contractor with underground utility locations in the Sand Creek Basin and assisted Public Works with snow and ice control operations.

Nelson Park Basin Marina Management: This project is on hold pending the availability of significant capital funding.

South Water Treatment Plant East Clarifiers to Claricones Conversion: Crawford, Murphy & Tilly (CMT) has completed 99% of the engineering and bid specifications and continued the State Revolving Fund loan work for this project.

South Water Treatment Plant Concrete Replacement: Otto Baum Company completed this project in May.

South Water Treatment Plant Security Cameras: Bodine Communications and City staff continued installing cameras and related security equipment this month.

Water Distribution System Leak Detection Survey and Repair: ADS LLC competed this year's survey in May. City staff repaired all 23 leaks detected.

Water Main Valve Maintenance: The city owns approximately 5,905 water main valves. Work continued on a request for proposals (RFP) from contractors specializing in valve maintenance to ensure that all valves are properly documented and in good working order.

Water Production: Due to above average rainfall, Lake Decatur was maintained at an average level of 92% full, which is above normal for the month. At the end of the month, the level was lowered to the winter level range of 612.5 to 612.8 feet above mean sea level. 547.45 million gallons of potable water were pumped to customers which was 0.17% less than December 2015. Several critical pumps, valves, pump motors and a transformer were maintained or refurbished.

Water Services: Staff repaired 25 water main breaks, inspected 37 hydrants and 74 water system valves, replaced 3 hydrants, completed 1,211 billing service orders and 54 distribution system service orders.

William Street & South Water Treatment Plant Reservoir Rehabilitation: DN Tanks completed this project in October.

For questions regarding these items contact Keith Alexander, Director of Water Management, at 424-2863 or kalexander@decaturil.gov.

cc: Randy Miller, Water Services Manager
Jerry Stevens, Engineering Services Coordinator
Don Giger, Water Production Operations Supervisor
Randy Weaver, Water Production Maintenance Supervisor