



**Monday, March 6, 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 February 21, 2017 City Council Meeting

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Resolution Authorizing Public Displays to Honor Vietnam Veterans
3. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Co., Inc. for 2017 Annual Water Main Replacement Project, City Project 2017-10
4. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Co., Inc. for the Starr Crest & Shore Oak Pump Stations & Green Oak Force Main Replacements Project, City Project 2016-02
5. Resolution Authorizing an Agreement with Bainbridge, Gee, Milanski & Associates, Inc. to Provide Construction Engineering and Resident Inspections Services for Starr Crest & Shore Oak Pump Stations & Green Oak Force Main Replacements Project, City Project 2016-02

VI. Other Business

VII. Recess to Study Session

Update on 2017 Neighborhood Redevelopment Efforts

VIII. Adjournment

CITY COUNCIL MINUTES
Monday, February 21, 2017

On Monday, February 21, 2017, 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 Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory and Pat McDaniel. 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:

John Phillips announced Decatur Public Library and its AFSCME employees unanimously approved a new contract last week. It covers about 10 years and includes about an average salary increase of 1.5% each year. He appreciated everyone's efforts in reaching the new contract.

Shawn Taylor has a vision for productivity of produce in the community. He wants to see communities come together and grow produce together.

The minutes of the February 6, 2017 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 Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel 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.

Community Investment Corporation of Decatur (CICD) Presentation by Kevin Kehoe. Mr. Kehoe shared information about the 32 businesses the CICD runs in Decatur, the small business loan funds and the small minority business loan funds provided by CICD. They also own and run an apartment building for the homeless, provide a home buyer counselor program, and they have bought and held property for the City in the past.

Mayor Julie Moore Wolfe called for the Public Hearing on the Annual Appropriation Ordinance for Fiscal Year 2017. There was no public comment. The City Clerk called the Public Hearing closed.

2017-10 Ordinance Appropriating Monies for the City of Decatur, Illinois, for Fiscal Year 2017, was presented.

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

Councilman Chris Funk asked why the Capital Projects Number Five (5) was increasing over the budgeted amount. Finance Director Gregg Zientara said the difference was between the actual cash and the budgeted amount. The City can't spend money they don't have an appropriation for. The City is going to spend \$52,000 on Parking Garage C repairs.

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

R2017-20 Resolution Accepting the Bid of Bob Ridings, Taylorville, IL, for the Purchase of Twelve (12) Ford 2017, Police Interceptor Utility Vehicles, was presented.

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

Councilman Bill Faber requested a long range projection of the vehicles the City is going to replace in the next five or ten years. Mayor Julie Moore Wolfe also requested the life expectancy of the vehicles.

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

R2017-21 Resolution Accepting the Bid of Mack Sales & Service, Inc., Decatur, IL, for the Purchase of Two (2) 2018 Mack Granite Single Axle Dump Truck with Snow Plow, Salt Spreader, and Pre-Wet System, was presented.

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

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

R2017-22 Resolution Accepting Bids for Ammunition – Police Department, was presented.

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

Councilman Chris Funk asked if the bids were for different calibers at different quantities. City Manager Tim Gleason stated the bids are based on the department's projected needs and they are different types of calibers.

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

2017-11 Ordinance Rezoning Property B-2 Commercial District to M-1 Intense Commercial/Light Industrial District 1930 South Taylorville Road, was presented.

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

Councilman Bill Faber asked if there were any environmental concerns with the proposed use of the property. City Manager Tim Gleason stated there were none noted.

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

R2017-23 Resolution Rejecting All Bids for the LED Lighting Retrofit Project, City Project 2017-05, was presented.

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

City Manager Tim Gleason gave an overview of the project and bids received for the LED Lighting Retrofit Project. Councilmen McDaniel and Gregory were concerned that the City might not be able to recapture State grants and funding that might be available for this project in the future.

Robert Egizzi, owner of Egizzi Electric, shared that Egizzi had made strides to present complete new fixtures and Egizzi was the low bidder. Mr. Egizzi hoped the Council would hold the bids for a while. Mr. Egizzi stated he had not been successful in setting up a meeting with the City to discuss their bid. Mayor Julie Moore Wolfe, City Manager Tim Gleason and Councilman Bill Faber stated they would be happy to meet with Mr. Egizzi.

John O'Brien spoke about the considerations of LED lights and their usefulness. He stated LEDs are the way to go but you have to be careful with the application.

Kenny Paoni with Egizzi Electric stated all the fixtures they are planning to provide are new fixtures and would get more DCO credit. They would agree to hold their bid for another 180 days.

Councilman Chris Funk asked what the procedural significance of rejecting bids versus not taking action on them was. Corporation Counsel Wendy Morthland explained that rejecting the bids means the bids are no longer valid for Council to accept at some later point. There is a definite difference between rejecting and tabling the bids. Rejecting would mean there is no valid contract. Councilman Chris Funk asked if there was a requirement to reject the bids or is there is a reason why it was being proposed to reject the bids. Corporation Counsel Wendy Morthland stated it is a formal declaration to the bidder that the contract will not be entered into. Councilman Chris Funk asked if the City had any risk in not rejecting the bids. Corporation Counsel Wendy Morthland stated not today, but at some future point yes.

Mayor Moore Wolfe asked the City Manager if he expected the scope of this project to change. City Manager Tim Gleason stated he did not. The scope of this work will not change dramatically.

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

R2017-24 Resolution Accepting Quote of Bodine Electric of Decatur for South Water Treatment Plant High Service Pump Motor Repair, was presented.

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

Councilman Chris Funk said he was going to abstain from this vote as he has with others involving Bodine.

Councilwoman Dana Ray asked what would be the life of the engine repair versus getting a new engine. Water Production Operations Supervisor Don Giger stated they didn't know the life expectancy of the repaired engine but it would carry the same one year warranty as a new engine. It is a very critical piece of equipment because that pump is the work horse of our major pumps that pump water to the City. Councilman Chris Funk asked how long the pump had been in service. Water Production Operations Supervisor Don Giger stated 29 years.

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

R2017-25 Resolution to Approve a Professional Services Agreement with ADS Environmental Services for the 2017 Target Area Flow Monitoring Services, City Project 2017-01, was presented.

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

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

R2017-26 Resolution to Approve a Professional Engineering Services Agreement with Crawford, Murphy and Tilly, Inc. for the Lost Bridge North Basin and the Florian Basin Inflow and Infiltration Reduction Project, City Project 2017-02, was presented.

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

Upon call of the roll, Councilmen Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel 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 B and asked if any Council member wished to have an item removed from Consent Calendar. The Clerk read Items A - B:

- A. Receiving and Filing of Minutes of Boards and Commissions
- B. R2017-27 Resolution Approving Appointment – Civic Center Board Authority

Councilman Jerry Dawson moved Items A through B be approved by Omnibus Vote; seconded by Councilwoman Dana Ray, and on call of the roll, Councilmen Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the motion carried.

Mayor Julie Moore Wolfe called for Other Business: Mayor Julie Moore Wolfe thanked Councilman Pat McDaniel for publicly stepping in for her at the last minute at the Jazz Festival because she had to work late unexpectedly.

With no other business, Mayor Julie Moore Wolfe called to Recess to a Study Session for the Treasurer's Financial Report.

Councilman Jerry Dawson moved to recess to Study Session; seconded by Councilwoman Dana Ray.

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

Finance Director Gregg Zientara gave the first month of fiscal year 2017 Treasurer's Financial Report. Finance Director Gregg Zientara responded to Council members financial questions.

Councilwoman Dana Ray moved the regular Council meeting be adjourned; seconded by Councilman Jerry Dawson. Upon call of the roll, Councilmen Dana Ray, Jerry Dawson, Bill Faber, Chris Funk, Lisa Gregory, Pat McDaniel and Mayor Julie Moore Wolfe voted aye. Mayor Julie Moore Wolfe declared the Council meeting adjourned at 7:00 p.m.

Approved _____
Debra G. Bright
City Clerk

Legal Department

DATE: 3/2/2017

MEMO: 2017-05

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Tim Gleason, City Manager
Wendy Morthland, Corporation Counsel

SUBJECT: Resolution Authorizing Public Displays to Honor Vietnam Veterans

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution in support of public displays to honor our Vietnam Veterans

BACKGROUND:

As you know millions of military personnel served over the course of the Vietnam Era, bravely sacrificing their lives to defend the ideals upon which this country was founded. Unfortunately following the last days of the war these soldiers – in many instances our brothers, sisters, fathers, sons and friends – experienced a homecoming that was and has not been befitting of their bravery, commitment and willingness to give their lives for freedom. This resolution if approved would allow the City of Decatur, in our own small way, to offer our thanks upon the public rights of way to our military who served. Tribute would be offered during and around the Vietnam Era Veterans Recognition Day in Decatur, a time when both residents locally and around the country choose to pay tribute to the men and women who served.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Tim Gleason, City Manager at tgleason@decaturil.gov or 217-424-2801.

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description	Type
Resolution Authorizing Public Displays to Honor Vietnam Veterans	Resolution Letter

RESOLUTION NO. R2017-

**RESOLUTION AUTHORIZING PUBLIC DISPLAYS TO HONOR
VIETNAM VETERANS**

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

Section 1. That the City Manager be, and he is hereby, authorized and directed to cause to be placed on the public rights-of-way and other public grounds such signs and other acknowledgements, including but not limited to yellow ribbons, as to said officer appear proper and appropriate to honor those Vietnam Era Veterans during and around the Vietnam Era Veterans Recognition Day in Decatur, Illinois. It is the intention of this Council that these Veterans be recognized and honored for their bravery and selfless actions.

PRESENTED and ADOPTED this 6th day of March, 2017

Julie Moore Wolfe, Mayor

Attest:

Debra G. Bright, City Clerk

Public Works

DATE: 2/23/2017

MEMO:

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 Burdick Plumbing & Heating Company, Inc., for 2017 Annual Water Main Replacement Project, City Project 2017-10

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2017-14 and other related documents regarding the 2017 Annual Water Main Replacement Project.

ATTACHMENTS:

Description	Type
Council Memorandum No. 2017-14	Cover Memo
Resolution-Water Main Replacement	Resolution Letter
Contract Pages CP2017-10	Backup Material
Council Bid Tab 2017-10	Backup Material
Location Map-Garman Park Area	Backup Material
Location Map-Turner Subdivision	Backup Material
Location Map-Alternate	Backup Material

PUBLIC WORKS MEMORANDUM
No. 2017-14

DATE: February 23, 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 the Bid and Authorizing the Execution of a Contract with Burdick Plumbing & Heating Company, Inc., for 2017 Annual Water Main Replacement Project, City Project 2017-10

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2017 Annual Water Main Replacement Project, City Project 2017-10, to Burdick Plumbing & Heating Co., Inc., (Burdick), as the lowest responsive and responsible bidder in the amount of \$2,323,627, and that the Mayor be authorized to execute the contract, and the City Clerk to attest.

PRIOR COUNCIL ACTIONS:

November 21, 2016 - The City Council approved Fiscal Year 2017 Capital Improvements Plan, which included an allocation of funds for this project.

The water main replacement project is an annual project issued by the City.

BACKGROUND:

Project Description

The 2017 Annual Water Main Replacement Project is focused on the Garman Park and Turner Subdivision areas of the City. Water mains in need of replacement are identified and prioritized according to water main breaks or other increased maintenance needs that are identified during system operations. The project includes the installation of new water mains, fire hydrants, valves and services in the project areas south of Garman Park off of Ravina Park Road, and Turner Drive off of East Cantrell (see the attached map). An Alternate Bid is proposed to replace a large 16" valve controlling a water main serving the ADM east plant off of Faries Parkway. This valve is broken in an unknown position (open, closed, or partially open) and needs to be replaced.

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised Monday, January 23, 2017, and bids were opened on Tuesday, February 21, 2017. The results from the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over/-Under</u>
Burdick Plumbing & Heating Co., Inc.	\$2,323,627.00	8.95%
Walker Excavating Company, Inc.	\$2,697,305.02	26.47%
Hoerr Construction, Inc.	\$2,772,185.00	29.98%
Engineer's Estimate	\$2,132,700.00	-----

The bid prices above reflect acceptance of the Alternate Bid to replace the large 16" ADM valve. Nine contractors took out bid packages and three contractors submitted a bid proposal for the 2017 Annual Water Main Replacement Project. Burdick Plumbing & Heating Co., Inc. provided the lowest responsive and responsible bid at 8.95% above the Engineer's Estimate. All bids were higher than the Engineer's Estimate. The low bid received is reasonable for the required work.

Burdick has successfully completed several projects for the City and adheres to the prevailing wage rate requirements of the State of Illinois. Staff recommends that the City Council approve a contract with Burdick Plumbing & Heating Co., Inc. to perform the 2017 Annual Water Main Replacement Project.

MINORITY PARTICIPATION GOALS:

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

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

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises (MBE) if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Burdick has provided documentation demonstrating that they will meet the City's 10% MBE subcontractor goal.

SCHEDULE:

Work on this project is expected to begin in April and is to be completed by November 17, 2017.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Water Non Lake Capital Fund which is supported by water billing fees. The total project cost is \$2,323,627.

Staff Impact: The Capital Improvement Plan has allocated staff time for this project. The project will begin in March and will be completed by November 17, 2017.

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

INPUT FROM OTHER SOURCES: None

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.

The memorandum was written by Matt Newell, P.E., City Engineer.

Attach: 4

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH
BURDICK PLUMBING & HEATING CO. INC., FOR
2017 ANNUAL WATER MAIN REPLACEMENT PROJECT,
CITY PROJECT 2017-10**

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

Section 1. That the tabulation of bids received for City Project 2017-10, 2017 Annual Water Main Replacement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Burdick Plumbing & Heating Co. Inc., in the amount of \$2,323,627 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Burdick Plumbing & Heating Co. Inc., for said plan, for their bid price of \$2,323,627.

PRESENTED and ADOPTED this 6th day of March, 2017.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 6th day of March, 2017, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Burdick Plumbing & Heating Company, Inc., hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"2017 ANNUAL WATER MAIN REPLACEMENT PROJECT, GARMAN PARK AREA & TURNER SUBDIVISION, CITY PROJECT 2017-10"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete by November 17, 2017.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

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

General Conditions
Special Conditions
Standard Specifications
Project Drawings
Special Provisions
Supplemental Specifications
Appendix(s)

Addenda 1, dated 1/27/17, No. 2, dated 2/2/17, No. 3 & 3 Revised, dated 2/16/17, No. 4, dated 2/17/17.

CONTRACT

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

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

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. 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.

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

BURDICK PLUMBING &
HEATING CO., Inc.

SECRETARY (Corporate Seal)

By _____
PRESIDENT

Project Name: 2017 Annual Water Main Replacement Project, Garman Park & Turner Subdivision Project Number: 2017-10 Bid Date: Tuesday, February 21, 2017 Time: 10:00 A.M. Fund: Water Non-Lake Capital Organization Code: 81808118 Object Code: 488800	Engineer's Estimate City Engineering Division	Burdick Plumbing & Heating Company, Inc. 1175 N 20th St Decatur, IL 62521 Ph: 217-429-2385 Fax: 217-429-9781 Jeffrey S Burdick, VP Douglas W. Burdick, Pres. jeff@burdickplumbing.com	Walker Excavating Company, Inc. 3222 W Farmington Rd Peoria, IL 61604 Ph: 309-231-5086 Fax: 309-446-3149 Richard W Walker, Pres Patricia A Walker, Sec. office@walkerexc.com	Hoerr Construction, Inc. 1601-D W. Luthy Dr. Peoria, IL 61615 Ph: 309-691-6653 Fax: 309-691-6739 Robert J Kilbridy, VP Max P Hoerr II, Pres. info@hoerr.com
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Item No.	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	6 INCH POLYWRAPPED D.I.P. WATER MAIN	500	FEET	\$30.00	\$15,000.00	\$32.00	\$16,000.00	\$80.76	\$40,380.00	\$80.00	\$40,000.00
2	8 INCH POLYWRAPPED D.I.P. WATER MAIN	11,300	FEET	\$40.00	\$452,000.00	\$38.00	\$429,400.00	\$86.48	\$977,224.00	\$85.00	\$960,500.00
3	10 INCH X 8 INCH TAPPING SLEEVE AND VALVE, MJ, W/VALVE BOX	5	EACH	\$4,500.00	\$22,500.00	\$7,000.00	\$35,000.00	\$5,041.74	\$25,208.70	\$6,800.00	\$34,000.00
4	8 INCH VALVE, MJ WITH VALVE BOX	14	EACH	\$2,000.00	\$28,000.00	\$5,500.00	\$77,000.00	\$1,220.68	\$17,089.52	\$1,400.00	\$19,600.00
5	8 INCH 45 DEGREE BENDS, MJ	24	EACH	\$400.00	\$9,600.00	\$400.00	\$9,600.00	\$296.41	\$7,113.84	\$400.00	\$9,600.00
6	8 INCH X 8 INCH CROSS, MJ	1	EACH	\$400.00	\$400.00	\$800.00	\$800.00	\$424.90	\$424.90	\$450.00	\$450.00
7	8 INCH X 8 INCH TEE, MJ	14	EACH	\$400.00	\$5,600.00	\$700.00	\$9,800.00	\$358.24	\$5,015.36	\$450.00	\$6,300.00
8	8 INCH GRIP RING ACCESSORY KITS	190	EACH	\$200.00	\$38,000.00	\$200.00	\$38,000.00	\$86.00	\$16,340.00	\$75.00	\$14,250.00
9	8 INCH FIELDLOCK GASKETS	16	EACH	\$200.00	\$3,200.00	\$150.00	\$2,400.00	\$114.55	\$1,832.80	\$150.00	\$2,400.00
10	8 INCH SLEEVES, MJ	4	EACH	\$500.00	\$2,000.00	\$500.00	\$2,000.00	\$315.88	\$1,263.52	\$400.00	\$1,600.00
11	8 INCH X 6 INCH REDUCER, MJ	4	EACH	\$500.00	\$2,000.00	\$700.00	\$2,800.00	\$281.53	\$1,126.12	\$350.00	\$1,400.00
12	8 INCH X 6 INCH TEE, MJ	24	EACH	\$500.00	\$12,000.00	\$700.00	\$16,800.00	\$335.34	\$8,048.16	\$400.00	\$9,600.00
13	8 INCH CAP/PLUG, MJ	4	EACH	\$200.00	\$800.00	\$300.00	\$1,200.00	\$153.93	\$615.72	\$350.00	\$1,400.00
14	6 INCH VALVE, MJ WITH VALVE BOX	24	EACH	\$1,500.00	\$36,000.00	\$1,800.00	\$43,200.00	\$859.75	\$20,634.00	\$1,000.00	\$24,000.00
15	6 INCH GRIP RING ACCESSORY KITS	80	EACH	\$150.00	\$12,000.00	\$100.00	\$8,000.00	\$68.83	\$5,506.40	\$50.00	\$4,000.00
16	6 INCH CAP/PLUG, MJ	3	EACH	\$200.00	\$600.00	\$200.00	\$600.00	\$140.19	\$420.57	\$300.00	\$900.00
17	6 INCH SLEEVE, MJ	3	EACH	\$200.00	\$600.00	\$300.00	\$900.00	\$229.75	\$689.25	\$350.00	\$1,050.00
18	FIRE HYDRANT, 4.6' BURY	4	EACH	\$3,500.00	\$14,000.00	\$5,000.00	\$20,000.00	\$3,722.12	\$14,888.48	\$3,600.00	\$14,400.00
19	FIRE HYDRANT, 5.6' BURY	20	EACH	\$4,500.00	\$90,000.00	\$5,250.00	\$105,000.00	\$3,836.62	\$76,732.40	\$3,800.00	\$76,000.00
20	6 INCH FIRE HYDRANT LIFT KIT (AS NEEDED)	1	EACH	\$500.00	\$500.00	\$450.00	\$450.00	\$1,040.05	\$1,040.05	\$800.00	\$800.00
21	12 INCH FIRE HYDRANT LIFT KIT (AS NEEDED)	1	EACH	\$750.00	\$750.00	\$550.00	\$550.00	\$1,114.48	\$1,114.48	\$880.00	\$880.00
22	18 INCH FIRE HYDRANT LIFT KIT (AS NEEDED)	1	EACH	\$1,000.00	\$1,000.00	\$650.00	\$650.00	\$1,183.18	\$1,183.18	\$960.00	\$960.00
23	24 INCH FIRE HYDRANT LIFT KIT (AS NEEDED)	1	EACH	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$1,251.88	\$1,251.88	\$1,030.00	\$1,030.00
24	30 INCH FIRE HYDRANT LIFT KIT (AS NEEDED)	1	EACH	\$1,000.00	\$1,000.00	\$850.00	\$850.00	\$1,520.95	\$1,520.95	\$1,325.00	\$1,325.00
25	36 INCH FIRE HYDRANT LIFT KIT (AS NEEDED)	1	EACH	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,612.55	\$1,612.55	\$1,425.00	\$1,425.00
26	1 INCH X 10 FT WATER SERVICE (SHORT) W/CURB STOP AND CORP, TYPE II	82	EACH	\$1,500.00	\$123,000.00	\$1,400.00	\$114,800.00	\$1,689.90	\$138,571.80	\$1,700.00	\$139,400.00

Project Name: 2017 Annual Water Main Replacement Project, Garman Park & Turner Subdivision Project Number: 2017-10 Bid Date: Tuesday, February 21, 2017 Time: 10:00 A.M. Fund: Water Non-Lake Capital Organization Code: 81808118 Object Code: 488800				Engineer's Estimate City Engineering Division		Burdick Plumbing & Heating Company, Inc. 1175 N 20th St Decatur, IL 62521 Ph: 217-429-2385 Fax: 217-429-9781 Jeffrey S Burdick, VP Douglas W. Burdick, Pres. jeff@burdickplumbing.com		Walker Excavating Company, Inc. 3222 W Farmington Rd Peoria, IL 61604 Ph: 309-231-5086 Fax: 309-446-3149 Richard W Walker, Pres Patricia A Walker, Sec. office@walkerexc.com		Hoerr Construction, Inc. 1601-D W. Luthy Dr. Peoria, IL 61615 Ph: 309-691-6653 Fax: 309-691-6739 Robert J Kilbridy, VP Max P Hoerr II, Pres. info@hoerr.com	
Item No.	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
27	1 INCH X 50 FT WATER SERVICE (LONG) W/CURB STOP AND CORP, BORED, TYPE II	75	EACH	\$2,000.00	\$150,000.00	\$2,500.00	\$187,500.00	\$2,889.33	\$216,699.75	\$3,520.00	\$264,000.00
28	REMOVE FIRE HYDRANT AND ABANDON EXISTING VALVE	18	EACH	\$750.00	\$13,500.00	\$1,300.00	\$23,400.00	\$715.76	\$12,883.68	\$1,050.00	\$18,900.00
29	ABANDON EXISTING VALVE	12	EACH	\$500.00	\$6,000.00	\$800.00	\$9,600.00	\$596.47	\$7,157.64	\$525.00	\$6,300.00
30	CUT AND CAP/PLUG EXISTING VALVE	10	EACH	\$1,000.00	\$10,000.00	\$1,000.00	\$10,000.00	\$1,789.40	\$17,894.00	\$1,200.00	\$12,000.00
31	TRENCH BACKFILL	17,500	TONS	\$20.00	\$350,000.00	\$30.00	\$525,000.00	\$19.14	\$334,950.00	\$26.00	\$455,000.00
32	PAVEMENT SAW CUTS	13,300	FEET	\$5.00	\$66,500.00	\$3.50	\$46,550.00	\$1.45	\$19,285.00	\$1.25	\$16,625.00
33	PAVEMENT REMOVAL	4,000	SQ YD	\$15.00	\$60,000.00	\$10.00	\$40,000.00	\$0.73	\$2,920.00	\$5.00	\$20,000.00
34	CLASS D PATCHES, 5 INCH	4,000	SQ YD	\$100.00	\$400,000.00	\$69.00	\$276,000.00	\$113.18	\$452,720.00	\$83.00	\$332,000.00
35	CLASS B PATCHES, 8 INCH	100	SQ YD	\$150.00	\$15,000.00	\$90.00	\$9,000.00	\$108.06	\$10,806.00	\$190.00	\$19,000.00
36	GRADING & SHAPING DITCHES	11,000	FEET	\$3.00	\$33,000.00	\$6.00	\$66,000.00	\$8.20	\$90,200.00	\$3.50	\$38,500.00
37	SEEDING, CLASS 1 (LAWN MIXTURE)	2	ACRE	\$4,000.00	\$8,000.00	\$5,200.00	\$10,400.00	\$8,015.01	\$16,030.02	\$6,500.00	\$13,000.00
38	NITROGEN FERTILIZER NUTRIENT	200	LB	\$2.50	\$500.00	\$2.50	\$500.00	\$4.59	\$918.00	\$3.30	\$660.00
39	PHOSPHORUS FERTILIZER NUTRIENT	200	LB	\$2.50	\$500.00	\$2.50	\$500.00	\$4.59	\$918.00	\$3.30	\$660.00
40	POTASSIUM FERTILIZER NUTRIENT	200	LB	\$2.50	\$500.00	\$2.50	\$500.00	\$4.59	\$918.00	\$3.30	\$660.00
41	MULCH, METHOD 2	2	ACRE	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00	\$2,290.01	\$4,580.02	\$6,500.00	\$13,000.00
42	EXPLORATION EXCAVATIONS	10	EACH	\$500.00	\$5,000.00	\$1,000.00	\$10,000.00	\$155.49	\$1,554.90	\$670.00	\$6,700.00
43	TRAFFIC CONTROL	1	LSUM	\$8,000.00	\$8,000.00	\$20,000.00	\$20,000.00	\$5,725.01	\$5,725.01	\$6,250.00	\$6,250.00
44	MOBILIZATION	1	LSUM	\$7,500.00	\$7,500.00	\$18,000.00	\$18,000.00	\$9,160.01	\$9,160.01	\$40,000.00	\$40,000.00
45	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	LSUM	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
46	12 INCH CASINGS (AS NEEDED)	200	FEET	\$100.00	\$20,000.00	\$66.00	\$13,200.00	\$39.71	\$7,942.00	\$120.00	\$24,000.00
47	8 INCH LINE STOP	1	EACH	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$6,500.00	\$6,500.00	\$7,800.00	\$7,800.00

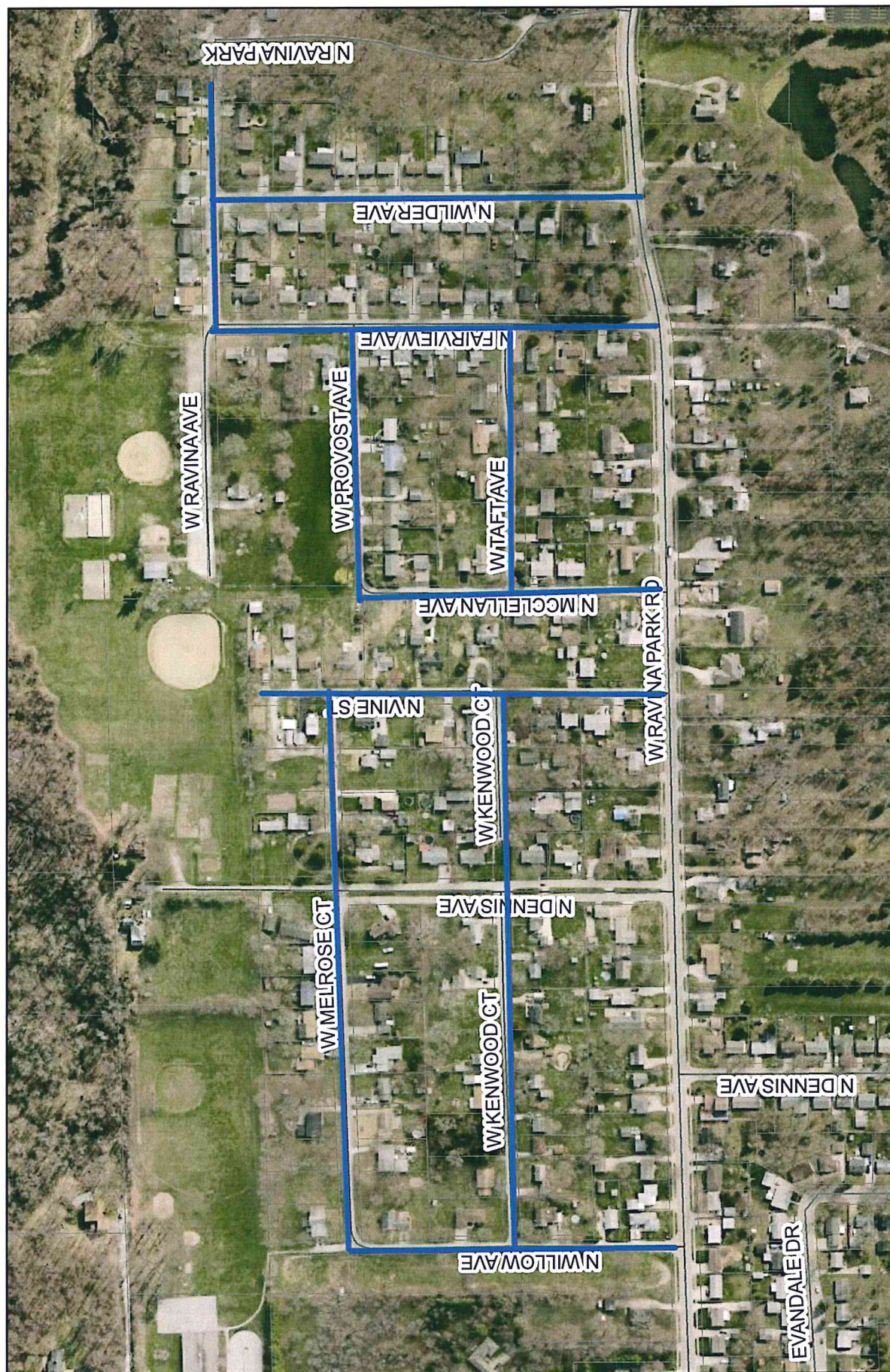
Project Name: 2017 Annual Water Main Replacement Project, Garman Park & Turner Subdivision Project Number: 2017-10 Bid Date: Tuesday, February 21, 2017 Time: 10:00 A.M. Fund: Water Non-Lake Capital Organization Code: 81808118 Object Code: 488800	Engineer's Estimate City Engineering Division	Burdick Plumbing & Heating Company, Inc. 1175 N 20th St Decatur, IL 62521 Ph: 217-429-2385 Fax: 217-429-9781 Jeffrey S Burdick, VP Douglas W. Burdick, Pres. jeff@burdickplumbing.com	Walker Excavating Company, Inc. 3222 W Farmington Rd Peoria, IL 61604 Ph: 309-231-5086 Fax: 309-446-3149 Richard W Walker, Pres Patricia A Walker, Sec. office@walkerexc.com	Hoerr Construction, Inc. 1601-D W. Luthy Dr. Peoria, IL 61615 Ph: 309-691-6653 Fax: 309-691-6739 Robert J Kilbridy, VP Max P Hoerr II, Pres. info@hoerr.com
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Item No.	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
ALTERNATE BID											
A-1	16 INCH POLYWRAPPED D.I.P. WATER MAIN	20	FEET	\$80.00	\$1,600.00	\$70.00	\$1,400.00	\$158.12	\$3,162.40	\$675.00	\$13,500.00
A-2	16 INCH SLEEVES, MJ	2	EACH	\$500.00	\$1,000.00	\$800.00	\$1,600.00	\$1,396.18	\$2,792.36	\$600.00	\$1,200.00
A-3	16 INCH GRIP RING ACCESSORY KITS	6	EACH	\$500.00	\$3,000.00	\$600.00	\$3,600.00	\$150.00	\$900.00	\$250.00	\$1,500.00
A-4	16 INCH MUELLER RESILIENT WEDGE SIDE OPERATOR VALVE, NO BY-PASS, MJ, W/VALVE BOX	1	EACH	\$10,000.00	\$10,000.00	\$15,800.00	\$15,800.00	\$23,712.05	\$23,712.05	\$8,100.00	\$8,100.00
A-5	TRENCH BACKFILL	75	TONS	\$20.00	\$1,500.00	\$30.00	\$2,250.00	\$13.75	\$1,031.25	\$26.00	\$1,950.00
A-6	AREA RESTORATION	75	SQ YD	\$5.00	\$375.00	\$12.00	\$900.00	\$11.50	\$862.50	\$30.00	\$2,250.00
A-7	SEEDING, CLASS 1 (LAWN MIXTURE)	0.1	ACRE	\$4,000.00	\$400.00	\$5,520.00	\$552.00	\$8,050.00	\$805.00	\$6,500.00	\$650.00
A-8	MULCH, METHOD 2	0.1	ACRE	\$2,000.00	\$200.00	\$1,800.00	\$180.00	\$2,300.00	\$230.00	\$6,500.00	\$650.00
A-9	NITROGEN FERTILIZER NUTRIENT	5	LB	\$5.00	\$25.00	\$3.00	\$15.00	\$4.60	\$23.00	\$4.00	\$20.00
A-10	PHOSPHORUS FERTILIZER NUTRIENT	5	LB	\$5.00	\$25.00	\$3.00	\$15.00	\$4.60	\$23.00	\$4.00	\$20.00
A-11	POTASSIUM FERTILIZER NUTRIENT	5	LB	\$5.00	\$25.00	\$3.00	\$15.00	\$4.60	\$23.00	\$4.00	\$20.00
A-12	REMOVE/REPLACE FENCE	1	EACH	\$1,500.00	\$1,500.00	\$600.00	\$600.00	\$575.00	\$575.00	\$2,500.00	\$2,500.00
A-13	EXPLORATION EXCAVATIONS	5	EACH	\$500.00	\$2,500.00	\$800.00	\$4,000.00	\$310.96	\$1,554.80	\$500.00	\$2,500.00
	TOTAL BASE BIDS (AS CORRECTED)				\$2,110,550.00		\$2,292,700.00		\$2,661,610.66		\$2,737,325.00
	Percent Over Under ENGINEER'S ESTIMATE						8.63%		26.11%		29.70%
	TOTAL ALTERNATE BIDS (AS CORRECTED)				\$22,150.00		\$30,927.00		\$35,694.36		\$34,860.00
	Percent Over Under ENGINEER'S ESTIMATE						39.63%		61.15%		57.38%
	TOTAL BASE BIDS + ALTERNATE BIDS (AS CORRECTED)				\$2,132,700.00		\$2,323,627.00		\$2,697,305.02		\$2,772,185.00
	Percent Over Under ENGINEER'S ESTIMATE						8.95%		26.47%		29.98%


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

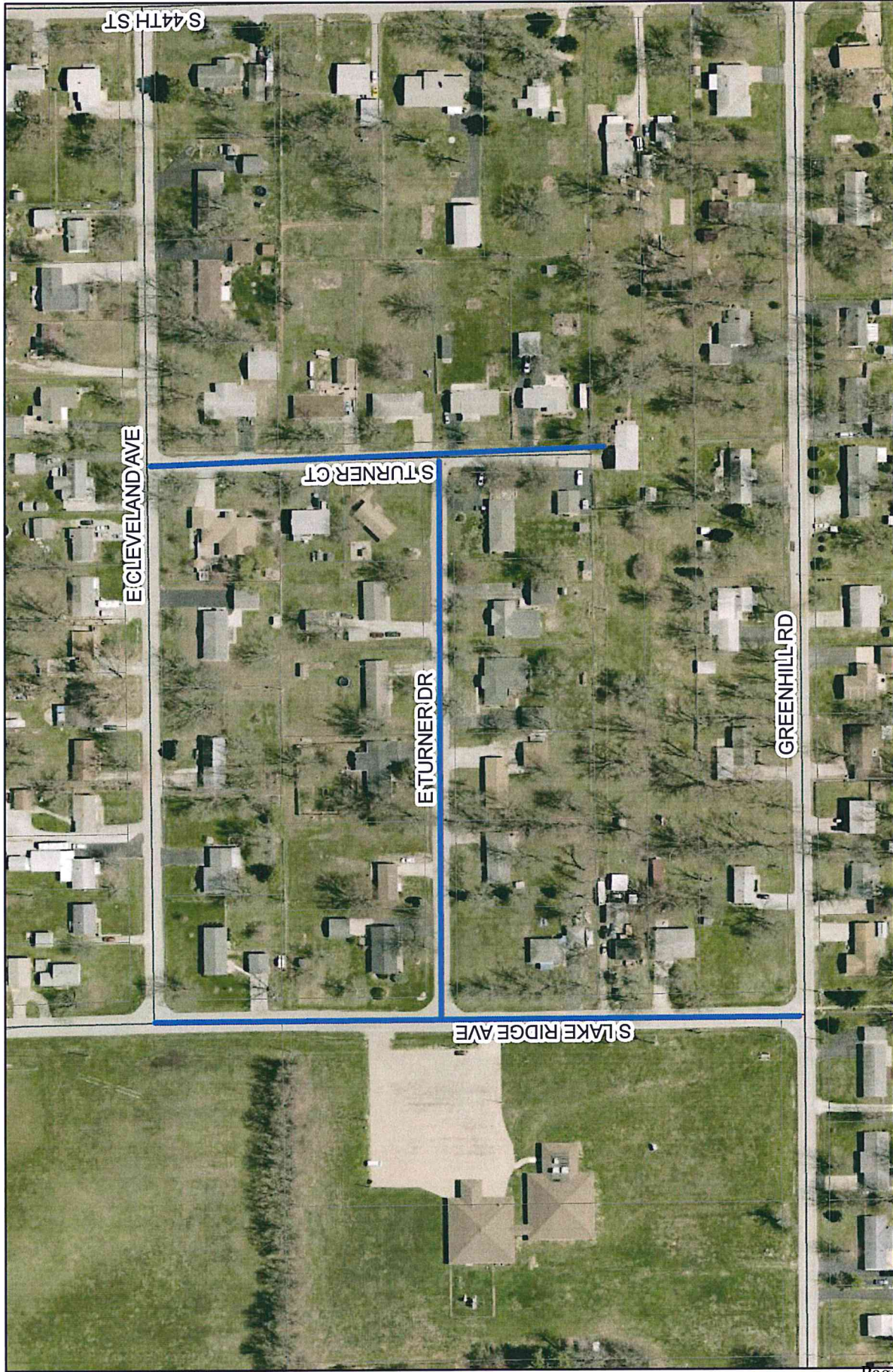
2-22-17
 Date

GARMAN PARK AREA WATER MAIN REPLACEMENT



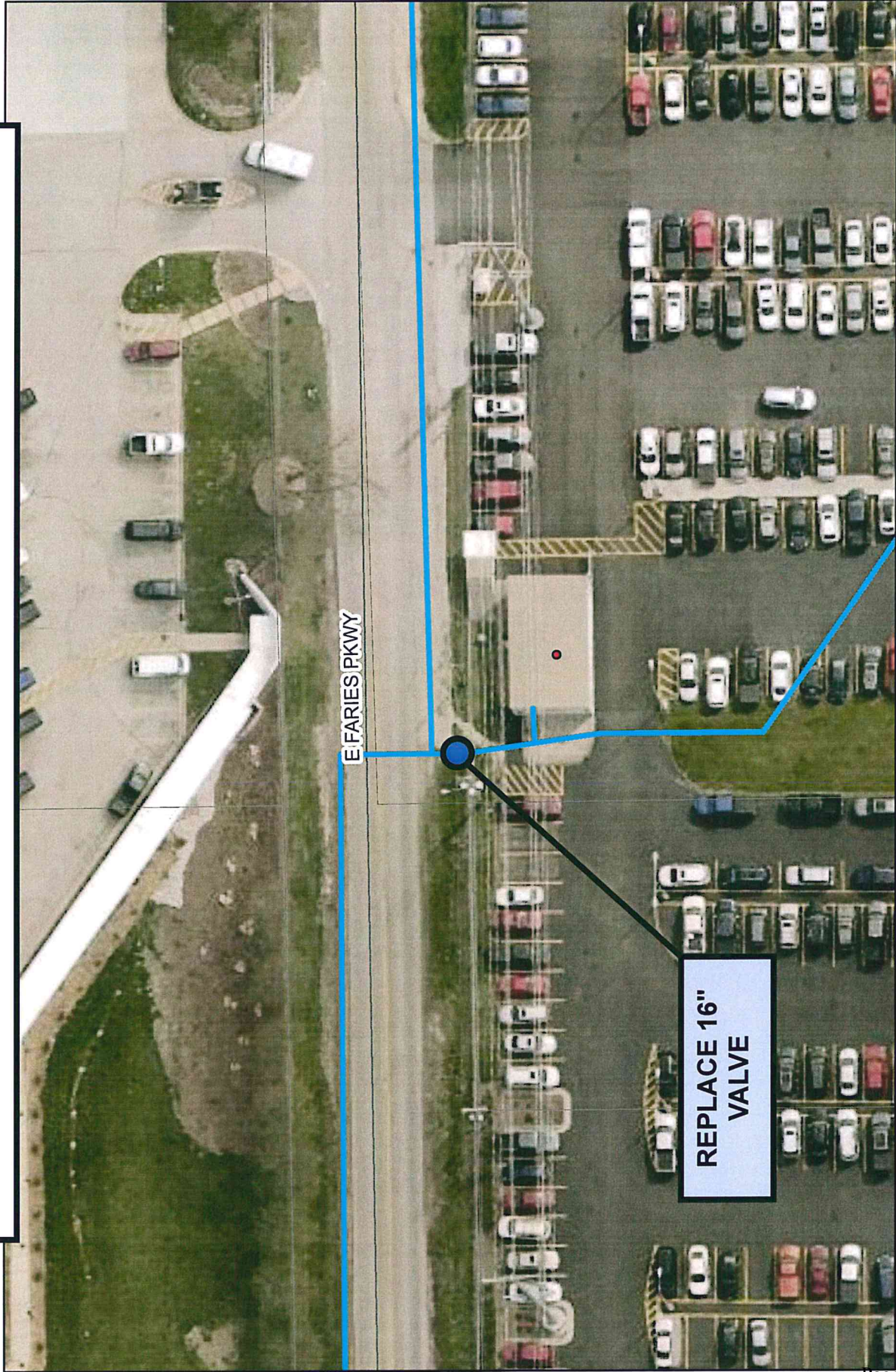
City of Decatur, Illinois
Public Works Department
Engineering Division

TURNER DRIVE AREA WATER MAIN REPLACEMENT



City of Decatur, Illinois
Public Works Department
Engineering Division

**ALTERNATE BID
REPLACE 16" VALVE AT ADM PLANT - FARIES PARKWAY**



Public Works

DATE: 2/24/2017

MEMO:

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 Burdick Plumbing & Heating Co., Inc. for the Starr Crest & Shore Oak Pump Stations & Green Oak Force Main Replacement Project,
City Project 2016-02

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum No. 2017-13 and other related documents concerning the Starr Crest & Shore Oak Pump Stations and Green Oak Force Main Replacements Project, City Project 2016-02.

ATTACHMENTS:

Description	Type
Council Memorandum 2017-13	Cover Memo
Resolution Bid Award-Burdick	Resolution Letter
Contract Pages 2016-02	Backup Material
Recommendation Letter	Backup Material
Council Bid Tab 2016-02	Backup Material
Location Maps 2016-02	Exhibit

Public Works Memorandum
NO. 2017-13

DATE: February 24, 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 Burdick Plumbing and Heating for the Starr Crest and Shore Oaks Pump Stations and Green Oaks Force Main Replacements Project, City Project 2016-02

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 the following items relating to the Starr Crest and Shore Oaks Pump Stations and Green Oaks Force Main Replacement, City Project 2016-02.

1. Resolution to approve a Contract between the City of Decatur and Burdick Plumbing and Heating Company, Inc., as the lowest responsible bidder in the amount of \$518,271.
2. Resolution 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 a fee not to exceed \$53,987.14.

PRIOR COUNCIL ACTION:

- **August 18, 2014** – The City Council approved Resolution R2014-94 authorizing a Professional Engineering Services Agreement between the City of Decatur and BGM to design the Starr Crest Pump Station Replacement Project for a fee not to exceed \$62,308.
- **June 6, 2016**– The City Council approved Resolution R2016-02 authorizing a Professional Engineering Services Agreement between the City of Decatur and BGM to design the Shore Oak Pump Station and Green Oak Force main Replacement Project for a fee not to exceed \$50,000.
- **June 20, 2016**– The City Council approved Resolution R2016-84 authorizing a Change Order for the Professional Engineering Services Agreement between the City of Decatur and BGM to design the Starr Crest Pump Station Replacement Project for a fee not to exceed \$10,500 for a total Contract amount of \$73,808.

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 Pump Station Improvement project addresses sanitary sewer priority 3, System Operation and Maintenance.

BACKGROUND:

Starr Crest Pump Station

The Starr Crest Pump Station was built in 1965 to serve the Starr Crest Acres subdivision (See Exhibit A). The pump station is owned by the City of Decatur and maintained under a contract by the Sanitary District of Decatur. The station discharges through a 4" cast iron force main into a manhole at the north end of 31st Street and then flows through City of Decatur sewer mains to the Sanitary District of Decatur's Country Club Pump Station.

The pump station and force main are 48 years old and the pumps are 28 years old. The station has exceeded the 25 year design life by 23 years. It is located in the backyard of a single family home which makes it difficult to access and service. The design and construction of the pump station met industry standards when it was first built in the 1960's; however, the pump station no longer meets design criteria acceptable by the Illinois Environmental Protection Agency. In addition, operating records indicate the station does not have sufficient capacity for wet weather flow and the Sanitary District has had to respond to frequent high water alarms at the pump station. The project includes complete replacement of the pump station and force main. The project is also providing a permanent access drive from Country Club Rd.

Shore Oak Pump Station

The Shore Oak Pump Station was built in 1981 to serve the Shore Oak Subdivision on the south side of the City (See Exhibit B). The pump station is owned by the City of Decatur and maintained under contract by the Sanitary District of Decatur. The station discharges to a City sewer located in South Shores Drive. The pump station, pumps, and force main are 35 years old and have exceeded the 25 year design life by 10 years. It is located in the Shore Oak Drive cul-de-sac. The design and construction of the pump station met industry standards when it was first built; however, the pump station no longer meets design criteria acceptable by the Illinois Environmental Protection Agency. The pumps cannot be maintained without sending a person into the confined area of the wet well, making it hazardous to maintain properly. The project includes the replacement of the pump station with reuse of the existing force main.

Green Oak Pump Station

The Green Oak Pump Station was originally built in 1971 and replaced in 1993 to serve the Greendell Subdivision on the City's northwest side (See Exhibit C). The pump station is owned by the City of Decatur and maintained under contract by the Sanitary District of Decatur. The station is located near the intersection of Green Oak Drive and Suzan Drive and discharges into a cast iron force main which runs along Suzan Drive to a City sewer located in Valley Drive. The force main was not replaced at the time the pump station was replaced, and is now 45 years old. Over the past few years, the force main has experienced 3 breaks which signals the need to either rehabilitate or replace the line. The pump station is still in good condition and is not planned for replacement at this time.

Project Letting

The project plans and specifications were prepared by Bainbridge, Gee, Milanski & Associates, Inc. (BGM). The project includes the replacement of the Starr Crest Pump Station and Force Main, Shore Oak Pump Station, and Green Oak Force Main. The project was advertised on January 18, 2017, a pre-bid meeting was held on February 1, 2017 and bids were opened on February 16, 2017. 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>
Burdick Plumbing and Heating Co, Inc.	\$518,271.00	(34.81%)
Kinney Contactors, Inc	\$518,500.00	(34.78%)
Entler Excavating Co, Inc	\$717,090.00	(9.80%)
Engineer's Estimate	\$795,000.00	-----

Burdick Plumbing and Heating Co., Inc. provided the lowest responsible bid for the proposed work. Burdick is a local plumbing and mechanical contractor and has completed several projects of this type for the City. BGM has investigated their work record and has provided a recommendation, (attached), stating that Burdick Plumbing and Heating Co, Inc. is able to complete the work as specified.

Minority Participation Goals

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

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

1. Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises (MBE) if subcontracting opportunities are available; and,
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Burdick Plumbing and Heating submitted documentation stating that they will meet the MBE Subcontracting goal of 10%.

Construction Engineering Services

It is proposed that the projects design engineer, BGM, be retained to provide construction engineer assistance during the construction phase of the project. It is beneficial to have the design engineer provide construction services. The Agreement with BGM includes the following work items:

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

The Professional Services Agreement is for a fee not to exceed \$53,987.14.

POTENTIAL OBJECTION: None

INPUT FROM OTHER SOURCES: Bainbridge, Gee, Milanski, and Associates, Inc.

SCHEDULE:

A preconstruction meeting will be scheduled shortly after the construction contract is awarded. A Notice to Proceed will be issued at the preconstruction conference. The project should be completed by November 1, 2017.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project was allocated in the Sewer Fund which is supported by sewer user fees. The recommended low bid amount is \$518,271 for Construction and \$53,987.14 for Construction Inspection Services.

Staffing Impact: Staff time is allocated to manage the construction of the replacement of the Starr Crest Pump Station and Force Main, Shore Oaks Pump Station and Green Oaks Force Main.

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.

LEGAL REVIEW: The project was reviewed by the City's Legal Department.

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

Attach: 7

Cc: Bainbridge, Gee, Milanski & Associates, Inc.
Burdick Plumbing and Heating
Kinney Contractors, Inc
Entler Excavating Co, Inc

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH
BURDICK PLUMBING & HEATING CO. INC., FOR
STARR CREST & SHORE OAKS PUMP STATIONS & GREEN OAK
FORCE MAIN REPLACEMENTS PROJECT,
CITY PROJECT 2016-02**

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

Section 1. That the tabulation of bids received for City Project 2016-02, Starr Crest & Shore Oak Pump Stations & Green Oak Force Main Replacements project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Burdick Plumbing & Heating Co. Inc., in the amount of \$518,271 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Burdick Plumbing & Heating Co. Inc., for said plan, for their bid price of \$518,271.

PRESENTED and ADOPTED this 6th day of March, 2017.

Julie Moore Wolfe, Mayor

ATTEST:

Debra G. Bright, City Clerk

CONTRACT

THIS CONTRACT, made and entered into this 6th day of March, 2017, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Burdick Plumbing & Heating Company, Inc., hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with **"STARR CREST & SHORE OAK PUMP STATIONS AND GREEN OAK FORCE MAIN REPLACEMENTS", CITY PROJECT 2016-02**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is November 1, 2017.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Advertisement for Bids	General Conditions
Information for Bidders	Special Conditions
Bid Proposal	Standard Specifications
Addenda No. 1, Dated 2/8/17, & No. 2, Dated 2/14/17.	Project Drawings
Non-Collusion Affidavit	Special Provisions
Contract (This Instrument)	Supplemental Specifications
Contract Change Orders	Appendix(s)
Performance Bond	

CONTRACT

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

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

1. Contract Change Orders
2. Addenda
3. Contract
4. Special Provisions & Drawings
5. Special Conditions
6. Supplemental Specifications
7. 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.

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

BURDICK PLUMBING &
HEATING CO. INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT

February 17, 2017

Mayor and Council Members
City of Decatur
1 Gary K Anderson Plaza
Decatur, IL 62523

Subject: Award Recommendation
Starr Crest & Shore Oak Pump Stations and
Green Oak Force Main Replacements
City Project 2016-02

Honorable Mayor and Council Members:

On February 16, 2017, bids were received for sanitary construction work at three City of Decatur sanitary pump stations. The sanitary pump station at Starr Crest along Country Club Road will be completely reconstructed with all new wet well, pumps, controls, force main, and site access. The Shore Oak sanitary pump station will receive a new wet well and pumps, and the Green Oak pump station will receive a new force main. A copy of the tabulation of bids is attached. There were no mathematical errors in the bids.

Items	Total Bid	% Bid above/below
Engineer's Estimate	\$795,000	---%
Burdick Plumbing & Heating Company, Inc.	\$518,271	-34.81%
Kinney Contractors, Inc.	\$518,500	-34.78%
Entler Excavating Co., Inc.	\$717,090	-9.80%

The low bid for the work was submitted by Burdick Plumbing & Heating Company, Inc. of Decatur, Illinois. Burdick Plumbing & Heating Company, Inc. has performed this type of work with the City previously.

BGM & Associates recommends acceptance of the proposal as provided by Burdick Plumbing & Heating Company, Inc. in the amount of \$518,271 for work at the sanitary pump stations within the City as described above.

Sincerely,
BGM & Associates

Mark Bingham, PE

Cc. Tim Gleason, City Manager
Rick Marley, P.E. Public Works Director
Matt Newell, P.E. City Engineer
Paul Caswell, P.E. Assistant City Engineer

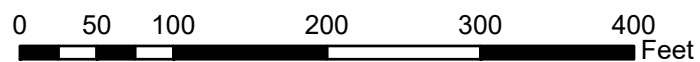
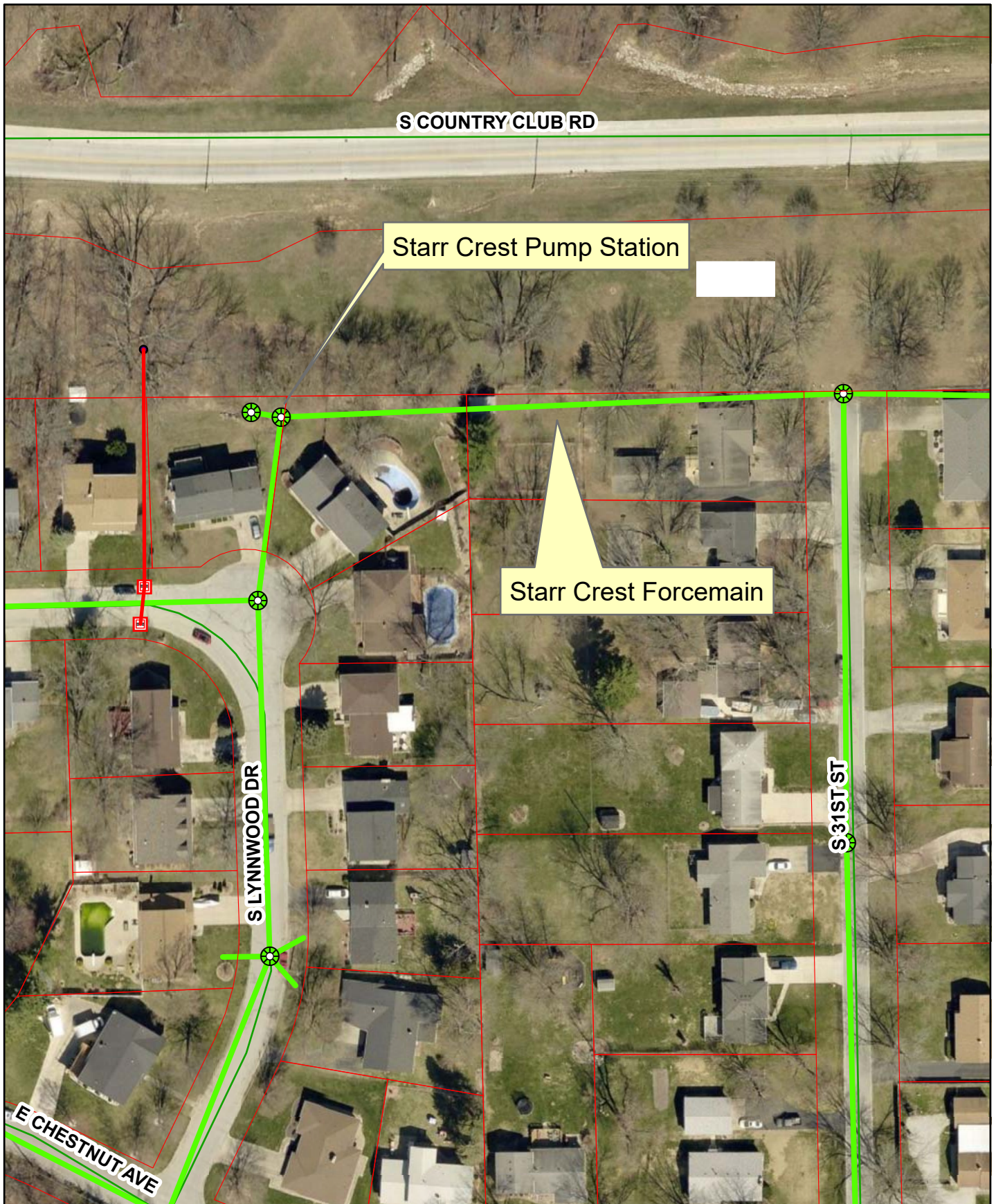
Project Name: Starr Crest & Shore Oak Pump Stations and Green Oak Force Main Replacements Project Number: 2016-02 Bid Date: Thursday, February 16, 2017 Time: 10:30 A.M. Fund: Sewer Fund Organization Code: 79487906 Object Code: 489030				Engineer's Estimate BGM Engineering		Burdick Plumbing & Heating Company, Inc. 1175 N. 20th Street Decatur, IL 62521 Ph: 217-429-2385 Fax: 217-429-9781 Jeff Burdick, VP Douglas Burdick, Pres jeff@burdickplumbing.com		Kinney Contractors, Inc. 19342 E Frontage Rd. Raymond, IL 62560 Ph: 217-229-3322 Fax: 217-229-3609 Robert J. Kinney, VP William L. Kinney, Pres. kinney@roadbuilders.net		Entler Excavating Co., Inc. 819 N Sunnyside Rd. Decatur, IL 62523 Ph: 217-428-1865 Fax: 217-428-1895 Stuart Entler, VP Karen Rohman Karenentlerex@gmail.com	
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Item No.	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	STARR CREST SANITARY PUMP STATION	1	LSUM	\$175,000.00	\$175,000.00	\$144,856.00	\$144,856.00	\$160,500.00	\$160,500.00	\$184,505.00	\$184,505.00
2	6" DIRECTIONAL BORE STARR CREST SANITARY FORCE MAIN	1	LSUM	\$30,000.00	\$30,000.00	\$16,700.00	\$16,700.00	\$36,000.00	\$36,000.00	\$60,000.00	\$60,000.00
3	STARR CREST SIT GRADING, SEEDING, RESTORATION, & ACCESS DRIVEWAY	1	LSUM	\$120,000.00	\$120,000.00	\$90,775.00	\$90,775.00	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00
4	SHORE OAK SANITARY PUMP STATION	1	LSUM	\$175,000.00	\$175,000.00	\$87,855.00	\$87,855.00	\$113,000.00	\$113,000.00	\$134,290.00	\$134,290.00
5	SHORE OAK SITE GRADING, SEEDING, PAVEMENT PATCHING & RESTORATION	1	LSUM	\$70,000.00	\$70,000.00	\$24,146.00	\$24,146.00	\$20,000.00	\$20,000.00	\$40,000.00	\$40,000.00
6	4" DIRECTIONAL BORE GREEN OAK SANITARY FORCE MAIN, ARV VAULT & CONNECTIONS	1	LSUM	\$75,000.00	\$75,000.00	\$68,705.00	\$68,705.00	\$57,000.00	\$57,000.00	\$145,295.00	\$145,295.00
7	GREEN OAK SITE GRADING, SEEDING, PAVEMENT PATCHING, & RESTORATION	1	LSUM	\$30,000.00	\$30,000.00	\$9,234.00	\$9,234.00	\$7,000.00	\$7,000.00	\$15,000.00	\$15,000.00
8	BONDING, MOBILIZATION, & INSURANCE	1	LSUM	\$50,000.00	\$50,000.00	\$6,000.00	\$6,000.00	\$15,000.00	\$15,000.00	\$18,000.00	\$18,000.00
9	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	1	LSUM	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00
	TOTAL BIDS (AS CORRECTED)				\$795,000.00		\$518,271.00		\$518,500.00		\$717,090.00
	Percent Over Under ENGINEER'S ESTIMATE						-34.81%		-34.78%		-9.80%

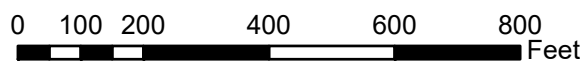

 Matthew C. Newell, P.E., City Engineer

2-27-17
 Date

Starr Crest Pump Station and Forcemain Exhibit A



Shore Oaks Pump Station Exhibit B



Green Oaks Forcemain Exhibit C



RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH
BAINBRIDGE, GEE, MILANSKI & ASSOCIATES, INC. TO PROVIDE
CONSTRUCTION ENGINEERING AND RESIDENT INSPECTION SERVICES FOR
STARR CREST & SHORE OAK PUMP STATIONS &
GREEN OAK FORCE MAIN REPLACEMENTS PROJECT
CITY PROJECT 2016-02**

**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 Starr Crest & Shore Oak Pump Stations & Green Oaks Force Main Replacements Project, City Project 2016-02, presented to the Council herewith between the City of Decatur and Bainbridge, Gee, Milanski & Associates, Inc. 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 Bainbridge, Gee, Milanski & Associates, Inc. for a fee not to exceed \$53,987.14.

PRESENTED and ADOPTED this 6th day of March, 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:

BGM & 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. 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 3.0 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 1.05.

- 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: _____

SCOPE OF WORK

CONSTRUCTION PHASE

The Engineer shall furnish services during the construction period generally comprised of the following:

- a. Consult with the **CITY** and with the Contractor on interpretation of plans and specifications regarding any changes under consideration as construction proceeds.
- b. Provide resident job-site inspection by the Project Engineer, or his representatives, during the construction period.
- c. Prepare and submit all payment estimates, change orders, records and reports required by the **CITY**.
- d. Safeguard the **CITY** against defects and deficiencies on the part of the contractor, but the **ENGINEER** does not guarantee the performance of the contract by the contractor.
- e. Conduct final inspection of construction and prepare final papers and reports.
- f. Revise contract drawings to show location and nature of improvement as actually constructed and supply "Record" drawings consisting of an electronic file copy and one set of paper prints to the **CITY** based on record field drawings maintained by the **CITY**.
- g. Review all shop and working drawings for general conformance with the project documents.
- h. Review and check all reports by testing laboratories on equipment and material tested.
- i. A Resident Project Representative shall be provided, but shall not be onsite at all times. The duties of the Resident Project Representative as provided shall be to track contract progress, prepare daily reports, weekly reports, assist with coordinating with contractor the proper inspections are completed, attend construction meetings, payment estimates, change orders, field orders, prepare record drawings, close-out documents, and assist with coordination between the CITY OF DECATUR, SANITARY DISTRICT OF DECATUR, CONTRACTOR, and ENGINEER.
- j. General project staking of line and grade shall be provided. Not more than two base lines and one bench mark shall be provided at major structures i.e. wet wells, and vaults. Centerline staking and offsets shall be provided for each sewer mains and roadway alignment.

EXHIBIT A

Engineering Services Project Budget

Starr Crest & Shore Oak Pump Stations and Green Oak Force Main Replacements

BGM 16-072C

February 17, 2017

Line Budget Labor					Labor Hours								Subconsultants		Reimubursables		Project Direct Costs					
					Principal	Project Engineer	Land Surveyor	Draftsman	Engineering Tech 3	Engineering Tech 2	Field Assistant	Clerical					CADD \$/hr	GPS \$/hr	Vehicle/Day	Vehicle/Mi.	Printing Plans/Specs	
No.	Task Description	Hours	Billing Amount														\$ 15.00	\$ 40.00	\$ 50.00	\$ 0.59		
1	Project Setup and Kickoff																					
1.1	Initial meetings with City and staff	4	\$ 480.00		4															18		
1.2	BGM staff and project setup	7	\$ 643.00		3		1	1				2					1			0		
	category sub-total	\$ 1,123.00			0	7		1	1			2										
2	Bidding																					
2.1	Prepare Files	0	\$ -																			
2.2	Advertisement	0	\$ -																			
2.3	Pre-Bid Conference w/Minutes	0	\$ -																	0		
2.4	Addendums	0	\$ -														0			0		
2.5	Bidding Questions	0	\$ -																	0		
2.6	Bid Review	0	\$ -																	0		
2.7	Letter of Recommendation	0	\$ -																			
2.8	Submit bids w/Bidding Review Checklist to IEPA	0	\$ -																			
	Category Sub-Total	\$ -			0	0		0	0													
																	0			0		
3	Construction																0			0		
3.1	Contract Preparation	8	\$ 1,054.00		2	6											0			0		
3.2	Pre-Construction Conference w/Minutes	20	\$ 2,401.00		3	12			5								0			0		
3.3	Construction Contract Administration	20	\$ 2,635.00		5	15																
3.4	Shop Drawing Review	43	\$ 5,171.00		5	30			8													
3.5	Site Observation	15	\$ 2,035.00		5	10											0					
3.6	Resident Project Representative	180	\$ 13,680.00							180								15		600		
3.7	Pay Requests	22	\$ 2,734.00		2	20																
3.8	Change Orders	20	\$ 1,980.00			5			15													
3.9	Construction Progress Meetings	42	\$ 5,134.00		2	40																
3.10	Meetings with City	12	\$ 1,534.00		2	10														0		
3.11	Coordination with Contractor	12	\$ 1,534.00		2	10														0		
3.12	Contractor's Schedule Review	20	\$ 2,494.00		2	18														0		
3.13	Loan Disbursement Requests	0	\$ -																			
3.14	Final Inspection	18	\$ 2,030.00		2	8			8													
3.15	Record Drawings	48	\$ 5,008.00		4	4		20	20								20					
3.16	Project Closeout	14	\$ 1,774.00		2	12																
	category sub-total	\$ 51,198.00			38	200		20	56	180	0	0										
	Total Estimated Labor Hours		505																			
	Direct Labor Costs	\$ 17,440.33			38	207	0	21	57	180	0	2										
	Direct Labor Multiplier	3.00																				
	Total Labor Costs		\$ 52,321.00																			
	Total Subconsultants	\$ -											\$ -	\$ -								
	Subconsultant Mulplier	1.05																				
	Total Subconsultant Costs		\$ -																			
	Total Direct Cost		\$ 1,666.14													\$ -	\$ -	\$ 315.00	\$ 600.00	\$ -	\$ 364.62	\$ 386.52
	Total Project Costs		\$ 53,987.14																			



CITY OF DECATUR ILLINOIS

#1 GARY K. ANDERSON PLAZA, DECATUR, ILLINOIS 62523-1196

Notice to Proceed

TO:	BGM & Associates
City Project Name:	Starr Crest & Shore Oak Pump Stations and Green Oak Force Main Replacements
City Project Number:	2016-02
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)

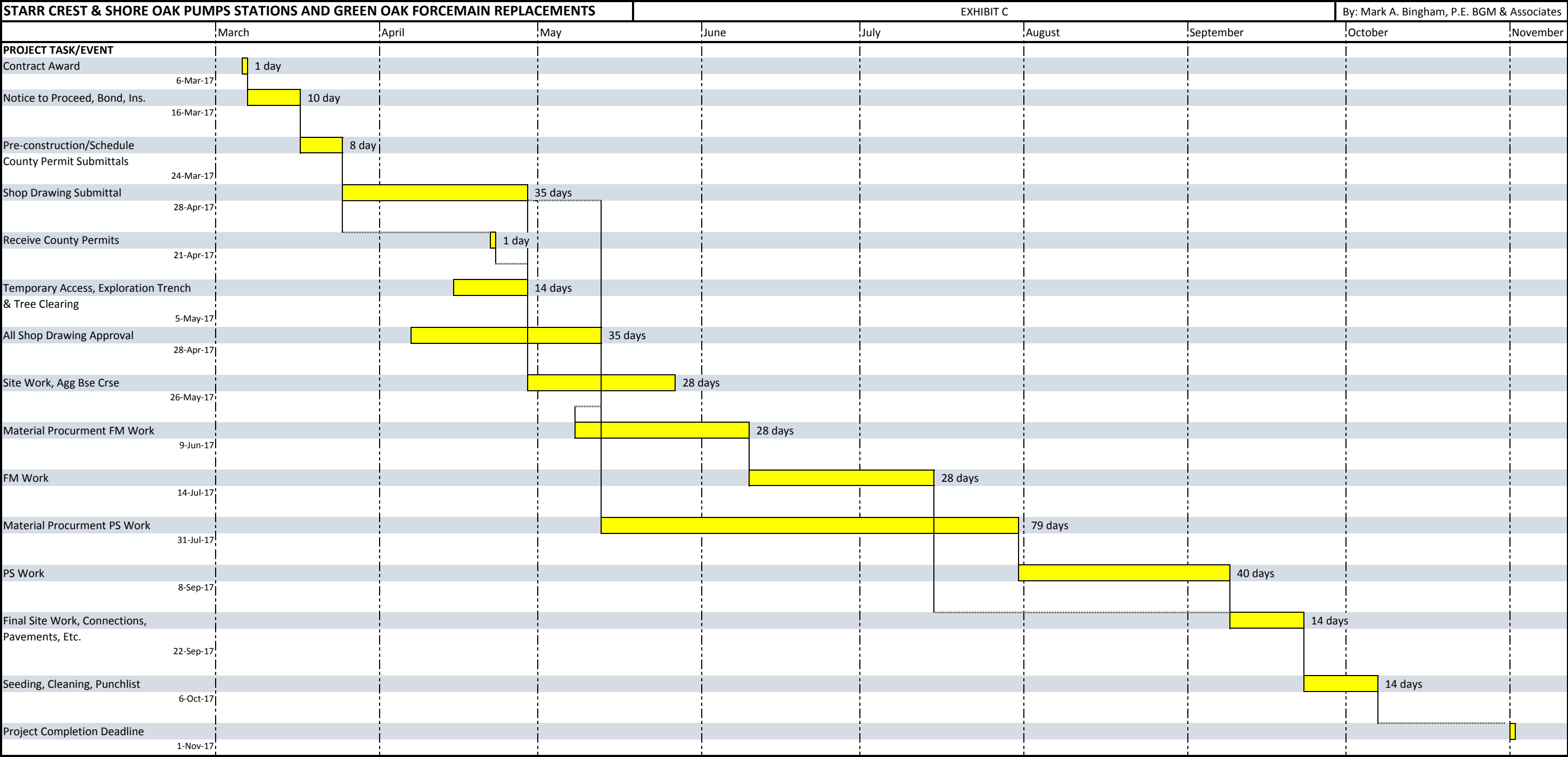
Dated this ____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged.

BY: _____
(Signature) (Title)

Dated this ____ day of _____, 20____.





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)
02/20/2017

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: Traci Stoecker/Linda Bomarito PHONE (A/C, No. Ext): 800-527-9049 FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED Bainbridge, Gee, Milanski & Associates 5130 Hickory Point Frontage Rd Ste 2 Decatur, IL 62526		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>CHARTER OAK FIRE INS CO</td><td>25615</td></tr><tr><td>INSURER B:</td><td>TRAVELERS IND CO</td><td>25658</td></tr><tr><td>INSURER C:</td><td>TRAVELERS CAS & SURETY CO</td><td>19038</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	CHARTER OAK FIRE INS CO	25615	INSURER B:	TRAVELERS IND CO	25658	INSURER C:	TRAVELERS CAS & SURETY CO	19038	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:** 49154902**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6802748L565	07/09/16	07/09/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA2748L332	07/09/16	07/09/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP6745Y549	07/09/16	07/09/17	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> 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 / A			UB6745Y353	07/09/16	07/09/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Professional Liability Claims Made			105304894	07/09/16	07/09/17	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)

The City of Decatur and its officers and employees are additional insured on a primary and non-contributory basis on the general and auto liability as required by written contract per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur #1 Gary K Anderson Plaza Decatur, IL 62523 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Traci Stoecker</i>

EQUAL EMPLOYMENT OPPORTUNITY

The Equal Employment Opportunity Clause, effective February 9, 1981, is included herein verbatim for this contract.

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized:
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- (5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all

respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such contractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by any party doing business with the City. This Affidavit assists the City in making determinations relative to conflict of interests and other laws - if questions contact the City of Decatur Legal Department at 217/424-2807.)

STATE OF ILLINOIS)
) ss.
COUNTY OF MACON)

SECTION I. BUSINESS STATUS STATEMENT

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

A. BGM & Associates (Hereinafter "Consulting Engineer") is a:
Company Name

(Place mark in front of appropriate type of business)

X Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 37-0982232.

B. CORPORATION

The State of Incorporation is DELAWARE

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>H. David Harp</u> Name	<u>Same</u> Company Address, Principal Office
<u>5130 Hickory Point Frontage Rd, Ste. 2</u> Address	_____ City, State, Zip
<u>Decatur, IL 62526</u> City, State, Zip	_____ Telephone
<u>(217) 423-8600</u> Telephone	<u>(217) 423-8677</u> Facsimile
	<u>bgm.associates</u> Website

The corporate officers are as follows:

President: Dave Harp

Vice President: Steven Bainbridge

Secretary: Matt Foster

C. PARTNERSHIP OR LLC

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

<u> </u>	<u> </u>
Name	Home Address & Telephone
<u> </u>	<u> </u>
Name	Home Address & Telephone
<u> </u>	<u> </u>
Name	Home Address & Telephone

The business address is

Telephone: Fax:

D. INDIVIDUAL PROPRIETORSHIP

The business address is

Telephone: Fax:

My home address is

Telephone: Fax:

SECTION II. NON-COLLUSION STATEMENT (50 ILCS 105/3; 65 ILCS 5/3.1-55-10)

- A. This bid is made without any connection or common interest in the profits with any other person other than the Consulting Engineer except as listed on a separate attached sheet to this affidavit.

Check One:

 Others Interested in Contract X None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.

- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

The undersigned states under oath that the Consulting Engineer is in full compliance with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et. seq. The undersigned also states under oath and certifies that the Consulting Engineer is not delinquent in payment of any tax administered by the Illinois Department of Revenue except that the taxes for which liability for the taxes or the amount of the taxes are being contested in accordance with the procedures established by the appropriate Revenue Act; or that the Consulting Engineer has entered into an agreement(s) with the Illinois Department of Revenue for the payment of all taxes due and is in compliance with the agreement. (65 ILCS 5/11-42.1-1)

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

The undersigned, being duly sworn, hereby states that the Consulting Engineer and its employees are familiar with and will comply with all Federal, State and local laws applicable to the project, which may include, but is not limited to, the Prevailing Wage Act and the Davis-Bacon Act.

CONSULTING ENGINEER

H. David Harp
Signature

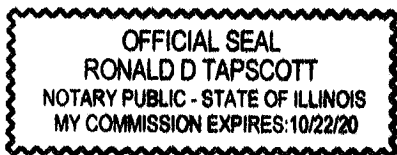
H. David Harp
Printed Name

President
Title

SUBSCRIBED and SWORN to before me this 24 day of FEBRUARY, 2017.

Ronald D. Tapscott

Notary Public



<p style="text-align: center;">Exhibit H</p> <p style="text-align: center;">DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER</p> <p style="text-align: center;">As of the date of this contract.</p>		
Project Name: Starr Crest & Shore Oak Pump Stations and Green Oak Force Main Replacements		
Consulting Engineer: BGM & Associates		
Classification	Minimum	Maximum
Principal	\$55.67	
Project Engineer I	\$40.00	
Land Surveyor II	\$43.04	
Land Surveyor I	\$39.89	
Draftsman	\$33.65	
Technician III	\$30.50	
Technician II	\$25.25	
Technician I	\$20.00	
Field Assistant	\$16.67	
Clerical	\$21.44	

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

Project: Starr Crest & Shore Oak Pump Stations and Green Oak Force Main Replacements

(Consulting Engineer Name & Address) BGM & Associates 5130 Hickory Point Frontage Rd, Ste 2 Decatur, IL. 62526		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	3.0	3.0	3.0
Total Labor Cost			
Direct Subconsultant Cost			
Subconsultant Multiplier	1.05	1.05	1.05
Total Subconsultant Cost			
Reimbursable Expenses			
Total Amount Earned			
TOTAL AMOUNT DUE THIS INVOICE:			
Avg. Direct Labor Cost		(For City Use)	
Avg. Total Labor Cost			
Percent Complete			

Consulting
Engineer's
Signature:

Title: