



**Tuesday, July 5, 2022
5:30 PM
City Council Chambers**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of June 13, 2022 City Council Study Session

Approval of Minutes of June 20, 2022 City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Authorizing Action Regarding Unsafe Structures
2. Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of Vacant Buildings at 83 S. Country Club, 1952 E. Prairie and 1553 N. Main
3. Resolution Authorizing the Execution of an Agreement with JRH Services for the Demolition of Vacant Buildings at 1639 N. College and 1415 N. Main
4. Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of Vacant Building at 1533 N. Warren
5. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company Inc. for Brush College Demolition Project
6. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Microsurfacing Contractors, LLC
7. Resolution Accepting the Quote of Drake-Scruggs Equipment Inc. for the Purchase of One (1) 2022 F550 Extended Cab Bucket Truck
8. Resolution Authorizing Agreement with Concentric Integration, LLC for South Water Treatment Plant PLC Upgrades Phase I City Project 2022-32
9. Ordinance Amending City Code Chapter 52 - Alcoholic Liquor

10. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Ordinance Amending City Code Chapter 34 - Traffic and Parking
 - B. Ordinance Amending City Code Chapter 73 - Section 19 Offenses - Aiding and Abetting

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of June 13, 2022 City Council Study Session

ATTACHMENTS:

Description

Type

Minutes of June 13, 2022 City Council
Study Session

Backup Material

CITY COUNCIL STUDY SESSION MINUTES

Monday, June 13, 2022

On Monday, June 13, 2022, the City Council of the City of Decatur, Illinois, met in Study Session at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Dennis Cooper, Lisa Gregory, David Horn, Bill Faber and Ed Culp. Councilman Chuck Kuhle participated through electronic attendance pursuant to Resolution R2020-84, Resolution Amending Resolution 2008-02 Defining Meeting and Adopting Procedures for Electronic Attendance in Meetings. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for a Study Session on Decatur Civic Center Facility Planning & Development and Jasper Street Corridor Great Streets Initiative.

Mr. David Sangree, President of Hotel & Leisure Advisors, presented a report conducted by Hotel & Leisure Advisors. The purpose of the report was to analyze the highest and best use of the Decatur Civic Center. Mr. Sangree outlined several recommendations from the report: expansion of the facility's use as a regional hockey venue, improvements to the Civic Center, addition of a 60-80 room hotel in the Civic Center's green space, addition of a restaurant, addition of a family entertainment center and security enhancement.

Council members held a discussion on the recommendations and provided feedback to staff.

The consensus of Council was in favor of moving forward with an RFP to find and select a development partner.

Councilman Faber exited the Council Chamber at 6:45 p.m. and returned at 6:49 p.m.

Mayor Moore Wolfe continued with a discussion on the Jasper Corridor Great Streets Initiative.

Mr. Greg Crowe, Assistant Director of Economic and Community Development, gave a brief presentation on the six components of the Jasper Corridor Great Streets Initiative.

Mr. Cordaryl "Pat" Patrick, talked about the creation of a task force for plan implementation.

Council members held a discussion on the project and the consensus of Council was in favor of moving forward with the project.

With the conclusion of the Study Session, Mayor Moore Wolfe called for Appearance of Citizens and the following citizen provided comments to the Council: Abeer Motan.

With no other discussion, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the Study Session be adjourned, seconded by Councilman Kuhle and upon call of the roll, Council members Dennis Cooper, Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber, Ed Culp and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 7:40 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Approval of Minutes of June 20, 2022 City Council Meeting

ATTACHMENTS:

Description

Type

Minutes of June 20, 2022 City Council Meeting

Backup Material

CITY COUNCIL MINUTES
Monday, June 20, 2022

On Monday, June 20, 2022, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory and David Horn. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe recognized Ms. Allison Stewart, the first African American Macon County Fair Queen. Mayor Moore Wolfe presented Ms. Stewart with a Stephen Decatur Medallion.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Jeffrey Perkins, James Taylor, TJ Jackson, Georgetta Bond Horges Eubanks, Pastor Smith & Linda Smith, Paulette Jackson, Gary Schuman, Wayne Dunning, Abeer Motan, Bishop James Wills, Pastor Jeffrey Ruffin, Calvin Carson and Vivian Goodman.

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the May 16, 2022, Regular City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

City Manager Scot Wrighton presented the Treasurer's Financial Report.

R2022-87 Resolution Naming Certain City-Owned Property in the Central Business District, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Council members expressed their support in naming city-owned property located in the Central Business District, "Preston Jackson Park."

Upon call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Councilman Faber exited the Council Chamber at 6:12 p.m.

R2022-88 Resolution Accepting the Bid from Interior Construction Specialty, Inc. for Interior Modifications on the Second Floor of the Decatur Public Library, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Councilman Faber returned to the Council Chamber at 6:15 p.m.

City Manager Wrighton answered questions from Council members concerning modifications to the second floor of the library.

Councilman Horn moved to amend the motion on the floor by amending that the additional expense of \$245,749 would come from American Rescue Plan funds to be allocated to Water System Capital instead of Building and Housing Rehabilitation, seconded by Councilman Faber.

Council members held a discussion on the proposed amendment.

Upon call of the roll, Councilman Horn voted aye. Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted nay. Mayor Moore Wolfe declared the motion failed.

Upon call of the roll on the original motion, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-89 Resolution Incorporating Amendment of Decatur Public Library for Fiscal Year 2022, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-90 Resolution Authorizing an Agreement with Tjaty Group for Leadership Facilitation Services, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Mr. Kyle Risby provided additional details about the program.

City Manager Wrighton asked that the motion be modified to reflect that the Agreement would be subject to an annual review.

Upon call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Motion Amending City Council Policies - Financial Policies, Fund Reserves, was presented.

City Manager Wrighton gave an overview of the Motion.

Council members discussed three fund reserve options.

Councilwoman Gregory made a motion to select Option #2, amend the City Council Policy by increasing the restricted reserve from 60 days to 90 days, one fourth of the annual General Fund expenditure budget; seconded by Councilman Kuhle.

Upon call of the roll, Council members Chuck Kuhle, Ed Culp, Lisa Gregory, and Mayor Moore Wolfe voted aye. Council members Bill Faber, Dennis Cooper and David Horn voted nay. Mayor Moore Wolfe declared the motion carried.

R2022-91 Resolution Authorizing Approval of a Redevelopment Agreement with Bob Brady for Subdivision Improvements, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Deputy City Manager Jon Kindseth gave an overview of the Resolution and answered questions from Council regarding reimbursement costs.

Upon call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Councilman Faber voted nay. Mayor Moore Wolfe declared the motion carried.

R2022-92 Resolution Authorizing an Intergovernmental Agreement between the City of Decatur and the Decatur Park District Regarding Easements and Storm Water Utility Fees, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Council members held a discussion concerning storm water fees.

Upon call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-93 Resolution Authorizing a Professional Services Agreement with Teska Associates, Inc. for Jasper Street Great Streets, Great Neighborhoods Plan, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Mayor Moore Wolfe exited the Council Chamber at 7:20 p.m. and returned at 7:22 p.m.

Economic and Community Development Director Cordaryl “Pat” Patrick answered questions from Council members concerning citizen engagement and street selection.

Councilman Kuhle exited the Council Chamber at 7:35 p.m. and returned at 7:37 p.m.

Upon call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-94 Resolution Authorizing a Renewal Agreement with Live Stories for Forward Platform Known as AccessDecatur, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

Councilman Faber exited the Council Chamber at 7:44 p.m.

City Manager Wrighton gave an overview of the Resolution.

Councilman Faber returned to the Council Chamber at 7:46 p.m.

Deputy City Manager Jon Kindseth provided additional information about the program and answered questions from Council members about promoting the program.

Councilman Cooper exited the Council Chamber at 7:46 p.m. and returned at 7:48 p.m.

Upon call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-95 Resolution Accepting the State of Illinois Joint Purchasing Contract Holder Bid Price of Rush Truck Centers for the Purchase of Two (2) Tandem Axle Truck Chassis and Three (3) Single Axle Truck Chassis, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-96 Resolution Authorizing Return Water Pump Station Improvements Quotation from Bodine Electric of Decatur, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-97 Resolution Authorizing Agreement with Itron, Inc. to Complete the Version 5.5 Software Upgrade for the Automatic Meter Reading System, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Upon call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Item A. R2022-98 Resolution Approving Appointment - Library Board of Trustees
Item B. 2022-27 Ordinance Annexing Territory 2330 East South Shores Drive
Item C. R2022-99 Resolution to Appropriate Motor Fuel Tax Funds for Traffic Signal Maintenance and Street Maintenance by Municipality under the Illinois Highway Code
Item F. 2022-28 Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Central Park Music & Arts Festival
Item G. R2022-100 Resolution Approving Reappointments - DCDF

Councilwoman Gregory moved Items A. through C. and F. and G. be approved by Omnibus Vote; seconded by Councilman Kuhle, and on call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2022-101 Resolution Accepting the Donation of the Former Pump House Property in Lake Decatur from Tate & Lyle, PLC, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution and answered questions from Council members regarding the donation from Tate & Lyle, PLC.

Ms. Amy Waks, Corporation Counsel answered questions from Council members concerning the responsibility of contamination claims.

Upon call of the roll, Council members Chuck Kuhle, Ed Culp, Dennis Cooper, Lisa Gregory, and Mayor Moore Wolfe voted aye. Council members Bill Faber and David Horn voted nay. Mayor Moore Wolfe declared the motion carried.

Receiving and Filing of Minutes of Boards and Commissions, was presented. Councilwoman Gregory moved the item do pass, seconded by Councilman Kuhle.

Upon call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

The African American Cultural & Genealogical Society and Decatur Park District were recognized for their Juneteenth Celebrations.

With no other discussion, Mayor Moore Wolfe called for adjournment. Councilwoman Gregory moved the City Council meeting be adjourned, seconded by Councilman Kuhle and upon call of the roll, Council members Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory, David Horn and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the City Council meeting adjourned at 8:06 p.m.

Approved _____
Kim Althoff
City Clerk

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Back up material	Backup Material

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 22-04

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: July 5, 2022

SUBJECT: Resolution Authorizing Action Regarding Unsafe Structures

SUMMARY RECOMMENDATION: This is the second step, after the posting of a structure as unfit, which initiates the demolition process. City staff recommends approval.

BACKGROUND: This is the beginning of the process seeking court-ordered demolition of nineteen (19) unsafe and abandoned structures throughout the community.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Legal Department staff.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick, Director of Economic and community Development, at 217-424-2727, email cpatrick@decaturil.gov or Michael Snearly, Neighborhood Inspections Manager at 217-450-2347, email msnearly@decaturil.gov.

RESOLUTION NO. R _____

RESOLUTION AUTHORIZING ACTION REGARDING UNSAFE STRUCTURES

1314 N Church	1439 N Church	2053 N Charles
539 W Decatur	412 E Division	915 N Edward
1031 N Edward	1202 E Eldorado	1379 W Forest
1636 E Grand	871 W Grand	976 W Grand
575 S Greenwood	636 S Haworth	659 S Jackson
250 N Monroe	629 W Prairie	379 S Webster
1004 W Wood		

WHEREAS, the Council of the City of Decatur, Illinois, has found and does hereby find that certain structures within the City located on premises at the addresses set forth above, are dangerous and unsafe, or are uncompleted or abandoned; and

WHEREAS, it is in the better interest of the general public health, safety and welfare that said structures be repaired or demolished.

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

Section 1. That the officers and employees of the City be, and they are hereby, authorized and directed to give such notice and to take such actions as may be provided by law, including application for order of court, to cause said structures to be put in safe condition or, if not so repaired to be demolished.

PRESENTED and ADOPTED this 5th day of July 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Resolution Authorizing Actions Regarding Unsafe Structures

Church, 1314 N. This property was posted as Unfit for Human Habitation in April 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Church, 1439 N. This property was posted as Unfit for Human Habitation in February 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Charles, 2053 N. This property was posted as Unfit for Human Habitation in December 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Decatur, 539 W. This property was posted as Unfit for Human Habitation in December 2020. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Division, 412 E. This property was posted as Unfit for Human Habitation in June 2021. This structure has significant structural and roof deficiencies caused by heavy fire damage. Gas, electric, and water services have been terminated.

Edward, 915 N. This property was posted as Unfit for Human Habitation in December 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Edward, 1031 N. This property was posted as Unfit for Human Habitation in July 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Eldorado, 1202 E. This property was posted as Unfit for Human Habitation in February 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Forest, 1379 W. This property was posted as Unfit for Human Habitation in August 2020. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Grand, 1636 E. This property was posted as Unfit for Human Habitation in January 2022. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Grand, 871 W. This property was posted as Unfit for Human Habitation in June 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Grand, 976 W. This property was posted as Unfit and Human Habitation in April 2018. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Greenwood, 575 S. This property was posted as Unfit for Human Habitation in June 2019. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Haworth, 636 S. This property was posted as Unfit for Human Habitation in September 2020. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Jackson, 659 S. This property was posted as Unfit for Human Habitation in November 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Monroe, 250 N. This property was posted as Unfit for Human Habitation in May 2021. This structure has significant structural and roof deficiencies caused by heavy fire damage. Gas, electric, and water services have been terminated.

Prairie, 629 W. This property was posted as Unfit for Human Habitation in December 2020. This structure has significant structural and roof deficiencies caused by heavy fire damage. Gas, electric, and water services have been terminated.

Webster, 379 S. This property was posted as Unfit for Human Habitation in October 2020. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

Wood, 1004 W. This property was posted as Unfit for Human Habitation in August 2021. This structure has significant structural and roof deficiencies. Gas, electric, and water services have been terminated.

SUBJECT: Resolution Authorizing the Execution of an Agreement with Hutchins Excavating for the Demolition of Vacant Buildings at 83 S. Country Club, 1952 E. Prairie, and 1553 N. Main

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Exhibit A	Backup Material

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 22-01

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: July 5, 2022

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of three (3) vacant buildings with Hutchins Excavating for 83 S Country Club, 1952 E Prairie, and 1553 N Main.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The buildings at 83 S Country Club, 1952 E Prairie, and 1553 N Main were put out to bid, along with fifteen other properties. These properties were the only demolition bids that crossed the threshold for council approval. The other fifteen properties are: 445 N 35th St, \$11,600.00, Hutchins Excavating; 1060 N Calhoun, \$12,950.00, JRH Services; 1682 W Center, \$8,650.00, JRH Services; 1068 W Cerro Gordo, \$11,500.00, Hutchins Excavating; 1320 E Dickinson Ave, \$11,750.00, JRH Services; 855 N Edward, \$11,875.00, JRH Services; 551 Gault, \$10,220.00, Clancy Coleman Excavating; 411 W Leafland, \$15,873.00, Parkland Environmental; 749 E Lincoln, \$8,200.00, Hutchins Excavating; 1465 E Main, \$8,975.00, Hutchins Excavating; 1579 N Morgan, \$17,450.00, JRH Services; 1626 E North, \$16,675.00, Parkland Environmental; 2469 E North, \$18,700.00, Hutchins Excavating; 2473 E North, \$16,900.00, JRH Services; 1121 E Prairie, \$14,400.00, Clancy Coleman Excavating.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Taylor, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
HUTCHINS EXCAVATING FOR THE DEMOLITION OF VACANT BUILDINGS AT
83 S. COUNTRY CLUB, 1952 E. PRAIRIE AND 1553 N. MAIN**

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

Section 1. That the tabulation of bids received for the demolition of the vacant buildings at 83 S. Country Club, 1952 E. Prairie and 1553 N. Main, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Hutchins Excavating in the amount of \$23,800.00 for 83 S. Country Club; \$27,000.00 for 1952 E. Prairie and \$38,500.00 for 1553 N. Main be hereby accepted, and a purchase orders awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Hutchins Excavating for their total bid price of \$23,800.00 for 83 S. Country Club; \$27,000.00 for 1952 E. Prairie and \$38,500.00 for 1553 N. Main.

PRESENTED and ADOPTED this 5th day of July 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Demolition of Property - 83 S Country Club Bid Date: 6/21/2022 Time: 10:00 a.m.		Hutchins Excavating Decatur, IL	Clancy Coleman Excavating Pana, IL	Parkland Environmental Springfield, IL	JRH Services Decatur, IL
	Description	Unit Price	Unit Price	Unit Price	Unit Price
	Demolition of Property -				
	83 S Country Club				
	Demolition	\$17,000.00	\$29,290.00	\$16,319.00	\$16,250.00
	Asbestos	\$6,800.00		\$6,800.00	\$5,900.00
	Plumbing			\$7,000.00	\$12,000.00
Total:		\$23,800.00	\$29,290.00	\$30,119.00	\$34,150.00

No Bid: Dary Burnett Concrete Contractor
Lourash & Mahannah Excavation
O'Shea Builders

Project Name: Demolition of Property - 1952 E Prairie		Hutchins Excavating Decatur, IL		Parkland Environmental Springfield, IL		JRH Services Decatur, IL	
Bid Date: 6/21/2022							
Time: 10:00 a.m.							
	Description	Unit Price		Unit Price		Unit Price	
	Demolition of Property -						
	1952 E Prairie						
	Demolition	\$19,500.00		\$18,000.00		\$27,500.00	
	Asbestos	\$7,500.00		\$7,500.00		\$5,900.00	
	Plumbing			\$7,000.00		\$6,500.00	
Total:		\$27,000.00		\$32,500.00		\$39,900.00	

No Bid: Dary Burnett Concrete Contractor
 Lourash & Mahannah Excavation
 O'Shea Builders
 Clancy Coleman Excavating

Project Name: Demolition of Property - 1553 N Main		Hutchins Excavating Decatur, IL		Parkland Environmental Springfield, IL		JRH Services Decatur, IL	
Bid Date: 6/21/2022		Unit Price		Unit Price		Unit Price	
Time: 10:00 a.m.							
	Description						
	Demolition of Property -						
	1553 N Main						
	Demolition	\$28,000.00		\$27,330.00		\$23,295.00	
	Asbestos	\$10,500.00		\$10,500.00		\$23,500.00	
	Plumbing			\$7,000.00		\$11,000.00	
Total:		\$38,500.00		\$44,830.00		\$57,795.00	

No Bid: Dary Burnett Concrete Contractor
 Lourash & Mahannah Excavation
 O'Shea Builders
 Clancy Coleman Excavating

SUBJECT: Resolution Authorizing the Execution of an Agreement with JRH Services for the Demolition of Vacant Buildings at 1639 N. College, and 1415 N. Main.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Exhibit A	Backup Material

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 22-03

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: July 5, 2022

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of two (2) vacant buildings with JRH Services for 1639 N College, and 1415 N Main.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The buildings at 1639 N College, and 1415 N Main were put out to bid, along with fifteen other properties. These properties were the only demolition bids that crossed the threshold for council approval. The other fifteen properties are: 445 N 35th St, \$11,600.00, Hutchins Excavating; 1060 N Calhoun, \$12,950.00, JRH Services; 1682 W Center, \$8,650.00, JRH Services; 1068 W Cerro Gordo, \$11,500.00, Hutchins Excavating; 1320 E Dickinson Ave, \$11,750.00, JRH Services; 855 N Edward, \$11,875.00, JRH Services; 551 Gault, \$10,220.00, Clancy Coleman Excavating; 411 W Leafland, \$15,873.00, Parkland Environmental; 749 E Lincoln, \$8,200.00, Hutchins Excavating; 1465 E Main, \$8,975.00, Hutchins Excavating; 1579 N Morgan, \$17,450.00, JRH Services; 1626 E North, \$16,675.00, Parkland Environmental; 2469 E North, \$18,700.00, Hutchins Excavating; 2473 E North, \$16,900.00, JRH Services; 1121 E Prairie, \$14,400.00, Clancy Coleman Excavating.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Taylor, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
JRH SERVICES FOR THE DEMOLITION OF VACANT BUILDINGS AT 1639 N.
COLLEGE AND 1415 N. MAIN**

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

Section 1. That the tabulation of bids received for the demolition of the vacant buildings at 1639 N. College and 1415 N. Main, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of JRH Services in the amount of \$21,450.00 for 1639 N College, and \$22,750.00 for 1415 N. Main be hereby accepted, and a purchase orders awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and JRH Services for their total bid price of \$21,450.00 for 1639 N. College, and \$22,750.00 for 1415 N. Main.

PRESENTED and ADOPTED this 5th day of July 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Demolition of Property - 1639 N College		JRH Services Decatur, IL		Parkland Environmental Springfield, IL		Hutchins Excavating Decatur, IL	
Bid Date: 6/21/2022							
Time: 10:00 a.m.							
	Description	Unit Price		Unit Price		Unit Price	
	Demolition of Property -						
	1639 N College						
	Demolition	\$8,750.00		\$13,800.00		\$22,000.00	
	Asbestos	\$12,200.00		\$8,300.00		\$8,300.00	
	Plumbing	\$500.00		\$500.00			
Total:		\$21,450.00		\$22,600.00		\$30,300.00	

No Bid: Dary Burnett Concrete Contractor
 Lourash & Mahannah Excavation
 O'Shea Builders
 Clancy Coleman Excavating

Project Name: Demolition of Property - 1415 N Main		JRH Services Decatur, IL		Parkland Environmental Springfield, IL		Hutchins Excavating Decatur, IL	
Bid Date: 6/21/2022							
Time: 10:00 a.m.							
	Description	Unit Price		Unit Price		Unit Price	
	Demolition of Property -						
	1415 N Main						
	Demolition	\$12,025.00		\$14,500.00		\$16,500.00	
	Asbestos	\$10,200.00		\$16,670.00		\$16,670.00	
	Plumbing	\$500.00		\$500.00			
Total:		\$22,725.00		\$31,670.00		\$33,170.00	

No Bid: Dary Burnett Concrete Contractor
 Lourash & Mahannah Excavation
 O'Shea Builders
 Clancy Coleman Excavating

SUBJECT: Resolution Authorizing the Execution of an Agreement with Parkland Environmental for the Demolition of Vacant Building at 1533 N. Warren.

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter
Exhibit A	Backup Material

ECONOMIC COMMUNITY DEVELOPMENT DEPARTMENT

MEMO: No. 22-02

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director, Community Development
Michael Snearly, Neighborhood Inspections Manager

DATE: July 5, 2022

SUBJECT: Resolution Authorizing the Execution of Agreements for Demolition of vacant building with Parkland Environmental for 1533 N Warren.

SUMMARY RECOMMENDATION: Staff recommends approval of the attached resolution authorizing execution of agreements for demolition of said dwellings.

BACKGROUND: The building at 1533 N Warren was put out to bid, along with fifteen other properties. This property was the only demolition bid that crossed the threshold for council approval. The other fifteen properties are: 445 N 35th St, \$11,600.00, Hutchins Excavating; 1060 N Calhoun, \$12,950.00, JRH Services; 1682 W Center, \$8,650.00, JRH Services; 1068 W Cerro Gordo, \$11,500.00, Hutchins Excavating; 1320 E Dickinson Ave, \$11,750.00, JRH Services; 855 N Edward, \$11,875.00, JRH Services; 551 Gault, \$10,220.00, Clancy Coleman Excavating; 411 W Leafland, \$15,873.00, Parkland Environmental; 749 E Lincoln, \$8,200.00, Hutchins Excavating; 1465 E Main, \$8,975.00, Hutchins Excavating; 1579 N Morgan, \$17,450.00, JRH Services; 1626 E North, \$16,675.00, Parkland Environmental; 2469 E North, \$18,700.00, Hutchins Excavating; 2473 E North, \$16,900.00, JRH Services; 1121 E Prairie, \$14,400.00, Clancy Coleman Excavating.

POTENTIAL OBJECTIONS: No known objections to this resolution.

INPUT FROM OTHER SOURCES: Jessica Taylor, Purchasing Supervisor; Michael Snearly, Neighborhood Inspections Manager.

BUDGET/TIME IMPLICATIONS: None

STAFF REFERENCE: Any additional questions may be forwarded to Cordaryl “Pat” Patrick or Michael Snearly at 217-450-2347 or msnearly@decaturil.gov .

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH
PARKLAND ENVIRONMENTAL FOR
THE DEMOLITION OF VACANT BUILDING AT 1533 N. WARREN**

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

Section 1. That the tabulation of bids received for the demolition of the vacant building at 1533 N. Warren, Decatur, Illinois and presented to the City Council herewith as Exhibit A, be received and placed on file.

Section 2. That the bid of Parkland Environmental in the amount of \$20,900.00 for 1533 N. Warren be hereby accepted, and a purchase orders awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Parkland Environmental for their total bid price of \$20,900.00.

PRESENTED and ADOPTED this 5th day of July 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Project Name: Demolition of Property - 1533 N Warren		Parkland Environmental Springfield, IL		Hutchins Excavating Decatur, IL		JRH Services Decatur, IL		Clancy Coleman Excavating	
Bid Date: 6/21/2022		Unit Price		Unit Price		Unit Price		Unit Price	
Time: 10:00 a.m.									
	Description								
	Demolition of Property -								
	1533 N Warren								
	Demolition	\$14,200.00		\$16,500.00		\$20,400.00		\$45,000.00	
	Asbestos	\$6,200.00		\$6,200.00		\$23,200.00			
	Plumbing	\$500.00				\$500.00			
Total:		\$20,900.00		\$22,700.00		\$44,100.00		\$45,000.00	

No Bid: Dary Burnett Concrete Contractor
Lourash & Mahannah Excavation
O'Shea Builders

Public Works

DATE: 6/24/2022

MEMO: 2022-37

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, P.E., Public Works Director

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company Inc. for Brush College Demotion Project; City Project 2009-33.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution awarding the contract for the Brush College Demolition Project, City Project 2009-33, to Entler Excavating Company Inc., of Decatur, as the lowest, responsible bidder in the amount of \$397,322.00 and that the Mayor be authorized to execute the contract and the City Clerk to attest.

BACKGROUND:

Project Description

The Brush College Road Grade Separation project was bid through the Illinois Department of Transportation back in December/January. Bids were much higher than expected by nearly \$16 million. The City is currently seeking additional funding through grants and other government contacts. The City recently was informed of an earmark from Senator Tammy Duckworth for \$2 million for the project. City staff is currently preparing the paperwork to finalize that additional funding. Earlier this year, the City has submitted a request for additional funding through a RAISE grant. We should hear the results of that request in August.

A review of the project and the many items that need to be completed was conducted to help reduce future bids. It was suggested that the City work to reduce the scope of work when practical. One item that is practical and advantageous to address now is the demolition of the various buildings on the properties the City has acquired for the project. Ten buildings need to be demolished (see attached location map). Addressing the demolitions now will reduce the scope of the overall project, and possibly reduce contractor uncertainty that can lead to higher bids. The empty buildings are delaying Ameren's ability to complete the relocation and energizing of the major electrical transmission lines passing through the project site. Once the relocated line is energized, the old lines can be removed, further clearing the construction site.

In order avoid the intense bureaucracy inherent in using State or Federal funding, City staff proposes to use local funding for the demolition work. The City budget has allocated \$1.5 million

for water main relocation work that will be completed as part of the grade separation project. It is proposed that these water funds be used for the demolition work now and other funding will be reallocated from unspent State land acquisition funds to compensate for the advance use of water funds.

Letting Results

The project scope and specifications were prepared by the Engineering Department and AECOM. The Project was advertised on June 8, 2022, and the bids were opened on June 23, 2022. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (-Under)</u>
Entler Excavating Co. Inc.	\$397,322.00	(-13.25%)
Green Trac, LLC	\$418,038.02	(-8.73%)
S. Shafer Excavating, Inc.	\$471,500.00	2.95%
Engineer's Estimate	\$458,000.00	-----

Five contractors took out bid packages and three submitted a bid proposal for the Brush College Buildings Demolition Project. Entler Excavating Co. Inc. provided the lowest responsible bid at 13.25% below the engineer's estimate. Entler has successfully completed many projects for the City.

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

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

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

Entler Excavating proposes to subcontract 48% of the project with 4.8% minority business subcontracts. They have provided documentation of good faith effort in seeking additional minority subcontractors.

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

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

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS:

Budget Impact: The low bid price is \$397,322.00 and is allocated in the Water Fund.

Staff Impact: City staff time has been allocated to manage this project.

LEGAL REVIEW: The project plans and specifications were approved by the Legal Department on June 9, 2022.

ATTACHMENTS:

Description	Type
Appendix A	Backup Material
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co Inc for Brush College Bldgs Demo	Resolution Letter
Building Demo Key Map	Backup Material
Council Bid Tab	Backup Material

APPENDIX A

PRIOR COUNCIL ACTION:

1. **July 6, 2010** – City Council approved Resolution R2010-140, authorizing an engineering design services agreement with URS Corporation (now AECOM) to perform preliminary design work to improve the Brush College Road crossing of the Norfolk Southern rail yard south of Faries Parkway. The design services agreement was for \$811,000 and was paid for by an “Illinois Jobs Now!” grant from the State of Illinois.
2. **July 6, 2010** – City Council approved Resolution R2010-141, authorizing a Local Agency Agreement with the Illinois Department of Transportation to provide \$811,000 to fund the design agreement between the City and URS Corporation.
3. **November 9, 2011** – City Council approved Resolution R2011-175, authorizing a change order to the agreement with URS Corporation to provide an additional \$587,714 to expand the project to include a structure crossing Faries Parkway. The total design agreement increased to \$1,398,714.35.
4. **November 21, 2011** – City Council approved Resolution R2011-177, authorizing an agreement with the Norfolk Southern Corporation in the amount of \$26,845 to review and comment on the preliminary design for the proposed rail yard crossing.
5. **July 16, 2013** – City Council approved Resolution R2013-71, authorizing a change order to the agreement with URS Corporation to provide an additional \$39,998. The total design agreement increased to \$1,438,712.35.
6. **May 18, 2015** – City Council approved Resolution R2015-54, authorizing a Professional Engineering Services Agreement between the City of Decatur and AECOM Technical Services, Inc. (AECOM) of Decatur, IL, for the not-to-exceed amount of \$2,156,599 to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
7. **May 18, 2015** – City Council approved Resolution R2015-55, authorizing a Local Agency Agreement for State Participation to fund \$2,006,014 of the project costs through an Illinois Jobs Now! Grant.
8. **April 17, 2017** – City Council approved Resolution R2017-47, terminating a \$2,156,599 Engineering Services Agreement with AECOM Technical Services, Inc. of Decatur, IL, to prepare final design plans and bid documents for the Brush College Road Bridge over the Norfolk Southern rail yard south of Faries Parkway.
9. **August 7, 2017** – City Council approved Resolution R2017-96, authorizing a professional services agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform land acquisition services for the Brush College Road Improvement Project for a fee not to exceed \$168,375.
10. **August 7, 2017** – City Council approved Resolution R2017-97, authorizing a Local Agency Agreement for State Participation with the State of Illinois for the use of Illinois Jobs Now!

Funds for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City's Illinois Jobs Now! grant which is \$2,006,014. The agreement amount includes the payment of 100% of the land acquisition services agreement with CMT for \$168,375 and the remainder will be allocated toward property purchases.

11. **October 1, 2018** – City Council approved Resolution R2018-127, authorizing a Local Public Agency Agreement for Federal Participation for design services for the Brush College Road / Faries Parkway railroad grade separation. The Agreement authorized up to \$2,400,000 in Federal funds which represents 80% of \$3,000,000. Only a portion of the requested engineering services funding was authorized by the Agreement pending additional funds being awarded by the Illinois Commerce Commission.
12. **October 1, 2018** – City Council approved Resolution R2018-128, appropriating \$600,000 in State Motor Fuel Tax (MFT) funds to pay the City's portion for the agreement with AECOM to perform design services for the Brush College / Faries Parkway Grade Separation.
13. **October 1, 2018** – City Council approved Resolution R2018-129, authorizing a professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., (AECOM) to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
14. **October 1, 2018** – City Council approved Resolution R2018-130, authorizing a Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road / Faries Parkway railroad grade separation project for a fee of \$3,349,667, with an expected reimbursement of \$2,400,000 in accordance with the Local Public Agency Agreement for Federal Participation (Section 09-00933-01-BR).
15. **December 17, 2018** – City Council approved Resolution R2018-160, authorizing an Amendment to the Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. (CMT) to perform additional land acquisition services for the Brush College Road Improvement Project for an additional fee of \$339,311 which is added to the original fee of \$168,375 for a total fee of \$507,686.
16. **August 19, 2019** – City Council approved Resolution R2019-115 authorizing the purchase of the property located at 3915 Faries Parkway to provide right of way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. The Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursement.
17. **August 19, 2019** – City Council approved Resolution R2019-116 authorizing a Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of Right of Way for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)

18. **August 19, 2019** – City Council approved Resolution R2019-117 appropriating \$3,218,000 of State Motor Fuel Tax funds for the purpose of paying the City’s portion of the Local Public Agency Agreement for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
19. **August 19, 2019** – City Council approved Resolution R2019-118 authorizing an agreement between the City of Decatur and Ameren Illinois Company to relocate their electrical substation located at 1840 North Brush College Road for the improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks. (Section 09-00933-01-BR)
20. **October 21, 2019** – City Council approved Resolution R2019-154 authorizing the purchase of 1940 North Brush College Road for \$250,000 in State Motor Fuel Tax funds which includes \$200,000 for purchase of the property and \$50,000 for anticipated relocation reimbursement.
21. **October 21, 2019** – City Council approved Resolution R2019-155 authorizing the purchase of 3925 East Faries Parkway for \$194,600 in State Motor Fuel Tax funds which includes \$164,600 for purchase of the property and \$30,000 for anticipated relocation reimbursement.
22. **October 21, 2019** – City Council approved Resolution R2019-156 authorizing the purchase of the vacant lot immediately to the west of 3925 East Faries Parkway for \$5,300 in State Motor Fuel Tax funds. This property is a parking lot so no relocation benefits can be claimed.
23. **December 30, 2019** – City Council approved Resolution R2019-220 authorizing an additional \$874.89 to pay for relocation expenses for the purchase of the property located at 3915 Faries Parkway. The original Resolution authorized the expenditure of \$120,000 in State Motor Fuel Tax funds which included \$80,000 for purchase of the property and \$40,000 for anticipated relocation reimbursements. The anticipated \$40,000 allocated for relocation and moving reimbursements will total \$40,874.89 which exceeded the authorized amount by \$874.89.
24. **January 21, 2020** – City Council approved Resolution R2020-07 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$2.2 million for a total of \$5.8 million in Federal funds from the \$25 million Illinois Competitive Freight Program grant awarded to the City.
25. **March 16, 2020** – City Council approved Resolution R2020-44 authorizing the purchase of 1980 N Brush College Road for \$2,000,000 in State Motor Fuel Tax funds which includes \$900,000 for purchase of the property and \$1,100,000 for anticipated relocation reimbursement.
26. **March 16, 2020** – City Council approved Resolution R2020-45 authorizing Amendment #1 to the Local Public Agency Agreement for Federal Participation for Design Services for the Improvement of Brush College Road / Faries Parkway The Amendment Authorizes an additional \$950,000 in Grade Crossing Protection Funds.

27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$1,390,000 in Grade Crossing Protection Funds.
28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of \$576,078 for a total design fee of \$3,925,745, with \$3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.
29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.
30. **January 4, 2021**- City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for \$57,100 in State Motor Fuel Tax funds with an expected \$45,680 reimbursement from the Illinois Competitive Freight Program.
31. **February 1, 2021**- City Council approved Resolution R2021-13 authorizing the purchase of property and temporary easements on the Northeast Corner of North Brush College Road and Faries Parkway for \$13,840 in State Motor Fuel Tax funds with an expected \$11,072 reimbursement from the Illinois Competitive Freight Program.
32. **March 1, 2021** – City Council approved Resolution R2021-30 authorizing the purchase of property owned by Archer Daniels Midland Company for \$398,600 in State Motor Fuel Tax Funds with an expected \$318,800 reimbursement from the Illinois Competitive Freight Program
33. **July 19, 2021**- City Council approved Resolution R2021-125 authorizing an authority to work agreement with AT&T to relocate terminal box for Brush College Road Grade Separation Project in the amount of \$153,363.66
34. **July 19, 2021**- City Council approved Resolution R2021-127 authorizing a construction maintenance agreement with the Illinois Central Railroad Company for the Brush College Road Grade Separation Project in the amount of \$776,481.
35. **September 20, 2021**- City Council approved Resolution R2021-177 amending an agreement for preliminary engineering services with Norfolk Southern Railway Company for the Brush College Road Grade Separation Project in the amount of \$20,481 added to the original agreement of \$18,596 for a total of \$39,077.
36. **November 15, 2021**- City Council approved Resolution R2021-212 authorizing a public improvements agreement with the Norfolk Southern Railway Company for the Brush College Road Grade Separation Project for a fee \$600,506.
37. **December 6, 2021**- City Council approved Resolution R2021-218 approving a local public agency engineering services agreement with AECOM Technical Services, Inc. for the Brush

College/Faries Parkway Grade Separation Project City Project 2009-33 Section No. 09-00933-01-BR for a fee not to exceed \$4,542,821.

38. **January 18, 2022** – City Council approved Resolution R2022- authorizing local public agency agreement for Federal Participation with the State of Illinois for the Brush College/Fairies Parkway Grade Separation, Section 09-00933-01-BR.

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH ENTLER EXCAVATING COMPANY
INC. FOR BRUSH COLLEGE BUILDINGS DEMOLITION
CITY PROJECT 2009-33**

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

Section 1. That the tabulation of bids received for City Project 2009-33, 2009 Brush College Buildings Demolition, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Entler Excavating Company. Inc., in the amount of \$397,322.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Entler Excavating Company Inc., attached hereto as Exhibit A and made part hereof, for said plan, in the amount of \$397,322.00.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 5th day of July 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

Exhibit A

PROJECT MANUAL

2009 Brush College Buildings Demolition

CITY PROJECT 2009-33

June 2022

a project of the



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

**1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523**

FOR BIDDING

CITY OF DECATUR

2009 Brush College Buildings Demolition

CITY PROJECT 2009-33

CITY COUNCIL

Julie Moore Wolfe, Mayor

Ed Culp

David Horn

Chuck Kuhle

Dennis R. Cooper

Lisa Gregory

Bill Faber

Scot Wrighton City Manager
Wendy Morthland Corporation Counsel
Kim Althoff.....City Clerk
Gregg Zientara City Treasurer
Matthew Newell..... Public Works Director

CITY OF DECATUR
2009 Brush College Buildings Demolition
City Project: 2009-33

INDEX

	No. of <u>Pages</u>
Cover Page	
City Officials.....	1
Index	2
Advertisement for Bids.....	3 to 4
Information for Bidders	5 to 8
Minority Participation Goals for Public Works Contracts.....	9 to 13
Bid Proposal.....	14 to 26
Non-Collusion Affidavit	27
Prevailing Wage Act Reporting.....	28 to 29
Contract.....	30 to 31
Contract Bond	32 to 33
General Conditions	34 to 44
Special Conditions	45 to 53
Special Provisions.....	54 to 60
Supplemental Specifications.....	61
Standard Specifications.....	62 to 100
Standard Drawings.....	101

ADVERTISEMENT FOR BIDS

TIME AND PLACE OF OPENING BIDS:

Sealed proposals for the improvement described herein will be received at the **City Purchasing Division** located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523, until **10:30 a.m., June 23, 2022**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2009 Brush College Road Buildings Demolition

CITY PROJECT 2009-33

The proposed project herein specified and described includes the following work:

Demolition and disposal of eleven (11) commercial, residential, and outbuilding structures on properties acquired for Brush College Road Grade Separation Project over Faries Parkway. The work will also include the removal of asbestos, abandonment of utilities, debris removal, abandonment and filling of cisterns, septic tanks, and wells, and other miscellaneous work as specified.

INSTRUCTIONS TO BIDDERS:

1. A **PRE-BID** will be held by **CONFERENCE CALL ONLY** on **June 14, 2022, at 10:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 1-888-450-5996. When prompted please enter the passcode 133891.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com	City of Decatur
Plans & Portals	Engineering Division
Public Projects	#1 Gary K. Anderson Plaza
DFS Public Plan Room	Decatur, Illinois 62523
5. The City of Decatur will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the City's web site at <https://www.decaturil.gov/departments/public-works/contractor-project-bid-information/> after the award of a contract.

ADVERTISEMENT FOR BIDS

6. All proposals must be accompanied by a BANK DRAFT, CASHIER'S CHECK, OR CERTIFIED CHECK made payable to Treasurer, Decatur, Illinois, in the amount of ten percent (10%) of the bid or BID BOND in the same amount.
7. The Contractor and all subcontractors shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the period during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commence work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract.

(1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises if subcontracting opportunities are available and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.

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

All Contractors shall provide evidence of meeting the City's minority participation goals prior to the award of this project and prior to all payments made for work completed or provide the City of Decatur documentation on their good faith efforts to comply with the participation goals. Required information and documentation forms are included in the Project Manual and should be submitted with the bid proposal.

REJECTION OF BIDS:

The Council of the City of Decatur, Illinois, reserves the right to accept, renegotiate or reject any or all proposals and to waive any variance from the requirements of the instructions for bidders. At the discretion of the Council, required items may be submitted after the bid opening if there is sufficient compliance with instructions at the time of the bid opening to permit the City to determine the price bid.

June 8, 2022
Date Advertised

Matthew Newell, P.E.
Director of Public Works

INFORMATION FOR BIDDERS

For Construction of: **2009 Brush College Buildings Demolition**

City Project No.: **2009-33**

Owner: **City of Decatur, Illinois**

The Owner invites bids on the forms included as part of this Document to be submitted at such time and place as is stated in the Advertisement for Bids. All blanks in the Bid Proposal must be appropriately filled in with typewriter or ink. **It is the sole responsibility of the Bidder to see that the bid is received in proper time to be dated, time stamped, and initialed by the Purchasing Agent or designee.**

The Owner may consider non-conforming any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No Bidder may withdraw a bid within 45 days after the actual day of the opening thereof.

Each bid must be submitted in a sealed envelope clearly bearing, on the outside, the following information:

1. The name of the Bidder
2. The Bidder's address
3. The name of the project, along with the project number, for which the bid is submitted

The bid documents will be submitted to the **Purchasing Division, City of Decatur, # 1 Gary K. Anderson Plaza, Decatur, Illinois, 62523.**

The bid process is as follows:

1. All bids shall be submitted to the Purchasing Division located on the first floor of the Civic Center, #1 Gary K. Anderson Plaza, Decatur, Illinois 62523.
2. The Purchasing Agent, or designee, will date, time stamp, and initial the sealed envelope containing the bid. All bids must have an official date and time stamp to be considered as conforming to the bid process and opened. Any bids received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.
3. All bids received after the designated time for receiving bids will not be accepted. The designated clock located in the Purchasing Division offices will govern the bid closure time.

INFORMATION FOR BIDDERS

4. Eligible bids received by the Purchasing Division will be delivered to the office of the City Engineer, or designee, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened.
5. All bidders who desire to be present at the bid opening may wait in the City of Decatur Engineering office on the third floor of the Civic Center.

At the time of the opening of bids, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their bid. The Bidder is to confirm the completeness of the Bid Documents. If the Bidder determines their Bid Documents are incomplete or irregular it is the Bidders responsibility to bring this fact to the attention of the City Engineer.

The submitted bid must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the bid. Changes in or additions to the bid forms, recapitulations of the work bid upon, alternative proposals or any other modifications of the bid which are not specifically called for in the Contract Documents may be subject to Owner's rejection of the bid as not being responsive to the advertisement. No oral telephone modification of any bid submitted will be considered and a telegraphic modification may be considered only if the post mark evidences that a copy of the modification by telegram, signed by the Bidder, was placed in the mail prior to the opening of the bid.

The submitted bid must not contain erasures, corrections or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections or changes are authenticated by affixing in the margin immediately opposite the erasure, correction or change, the initials of the person who signed the bid or the initials of such other person as may be authorized by the Bidder to make erasures, corrections or changes in the bid, and said authorization must be evidenced by written confirmations, executed by the person authorized to sign the initial bid, attached to the bid at the time of submittal.

Each bid must be submitted on the Bid Proposal provided and must be signed by the Bidder or their duly authorized agent. All blank spaces for bid prices must be filled in, in ink or typewritten, IN BOTH WORDS AND NUMBERS where called for in the Bid Proposal. If there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended bid prices, the unit cost shall be the governing number and the total price or prices will be adjusted as necessary.

The Owner reserves the right to pre-qualify all bids, post-qualify all bids, to reject all bids, not to make an award and/or accept the Proposal deemed most advantageous and to the best interest of the Owner. The Bidder must comply with all information and instructions for Bidders. The award of the Contract, if made by the Owner, will be made to the qualified Bidder submitting the lowest and best bid, but the Owner shall determine at their own discretion whether a Bidder is qualified to perform the Contract, whether by pre-qualifications, post-qualification or other methods, and what bid is the lowest and whether it is to the interest of the Owner to accept the bid. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

INFORMATION FOR BIDDERS

The Owner will make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

Each bid must be accompanied with a proposal guaranty either as a properly certified check made payable to "Treasurer, City of Decatur," Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City, executed by a surety company satisfactory to the City, in an amount not less than ten (10) percent of the bid. Such proposal guarantees, of the three lowest bidders, may be retained by the City for a period of 45 days after the date of the bid opening. Checks or bid bonds from other than the three lowest bidders will be returned by the City within seven (7) days after the date of the bid opening.

Simultaneously with the delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, and other items required by the Conditions and Specifications governing the work. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

The successful Bidder, upon Bidder's failure or refusal to execute and deliver the Contract and bonds required within ten (10) consecutive calendar days from and including the date the Bidder has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidation of damages done for such failure or refusal, the security deposited with their bid. Notice of the Owner's intent shall either be hand-delivered by the Owner to the Bidder's address, as given on the Contract Documents, or mailed to such address, first class, United States mail, return receipt requested. Delivery or mailing of said notice to said address shall constitute the notice herein required without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform himself fully of the conditions and specifications relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

The quantities appearing in the bid proposal are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The proposed quantities of work to be done and materials to be furnished may each be increased, decreased, or omitted as hereinafter provided.

INFORMATION FOR BIDDERS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction for the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Paul Caswell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, notification will be sent to all prospective Bidders (at the respective e-mail addresses furnished for such purposes), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Prospective Bidder to verify that each addendum has been received applicable to the project. Addendum may also be viewed on Decatur Blue Print's website at www.DecaturBlue.com

The City of Decatur maintains City project information on the City's web site at <https://www.decaturl.gov/departments/public-works/contractor-project-bid-information/> . It lists the current projects at the City with bid information including bid opening dates and current bid holders. It is recommended that all Prospective Bidders check this Information on the City's web site, and at www.Decaturblue.com for the status of the particular project they are interested in bidding prior to turning in bids.

The successful Bidder, upon award of a Contract, shall commence work on the date specified in the "Notice to Proceed" and shall substantially complete all work in accordance with the time allocated in the contract. Should the Contractor fail to substantially complete all work in the allotted time period, liquidated damages shall be assessed as outlined in the General Conditions.

Attention of the bidders is directed to the arrangement and contents of the contract documents and Specifications with reference to the project. One extra bid form is included, detached from the remainder of the contract documents. Such detached bid may be completed and submitted as the Contractor's bid.

**INFORMATION FOR BIDDERS:
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

I. Description of the Minority Participation Goals Program:

- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
 - 1. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 - 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.

II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.

III. Waiver:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - 1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request.**

IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

**INFORMATION FOR BIDDERS:
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting and minority participation, will be provided reporting through forms submitted monthly to the City of Decatur.
- VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

**CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS**

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
- C. Helping to remove barriers to the participation of MBE and minority workers in the City's municipal procurement and public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

- A. **MINORITY**: For purposes of this Article, the City hereby adopts and incorporates by reference "minority person" as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE)**: A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. **PUBLIC WORKS CONTRACTS**. All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- D. **PUBLIC WORKS PROJECTS**. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

**INFORMATION FOR BIDDERS:
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
 - ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;

**INFORMATION FOR BIDDERS:
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

- x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
- i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.
- (Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

**INFORMATION FOR BIDDERS:
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
- i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
- i. The project is essential for city operations;
 - ii. Emergency circumstances require a waiver;
 - iii. Evidence of a good faith effort by the contractor;
 - iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

**END OF
INFORMATION FOR BIDDERS
MINORITY PARTICIPATION GOALS
FOR PUBLIC WORKS CONTRACTS**

BID PROPOSAL

RETURN WITH BID

For Construction of: **2009 Brush College Buildings Demolition**

City Project No.: **2009-33**

Owner: **City of Decatur, Illinois**

Prospective Bidder:

The undersigned Bidder, having examined the specifications, drawings and all other documents contained in the Contract Documents, and having examined the site where the work is being performed, and having familiarized themselves with any local conditions affecting the work and having knowledge of the cost of work at the place where the work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Proposal forms a part, and will do the work therein described on the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said work, and pay all applicable taxes and other incidental costs, all in strict conformity with the drawings and specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of work actually performed at the bid prices noted below.

It is understood that any listed quantities of work to be performed at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary, in the opinion of the Owner, to complete the work fully as planned and contemplated and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the Owner, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a bid, the Bidder acknowledges the understanding that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest, or expectation shall vest or inure to the benefit of Bidders as a result of any reliance or participation in the process.

BID PROPOSAL

RETURN WITH BID

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all Proposals and waive informalities or irregularities in Proposals. The Owner also reserves the right to delay the award of a contract for a period not to exceed 45 days from the date of the opening.

The undersigned further agrees, if awarded the Contract for the work included in this Proposal, to begin and to complete and deliver the work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by them and understands that they are the Bidder's sole responsibility, and the Owner will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Proposal.

The undersigned certifies that this Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders, and that the undersigned has not, directly, or indirectly, induced or solicited any other Bidder, or induced any other person, firm, or corporation to refrain from submitting a proposal, and the undersigned has not in any manner sought by collusion to secure for themselves an advantage over any other Bidder.

Attached, as a proposal guaranty, is a properly certified check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a cashier's check made payable to "Treasurer, City of Decatur", Decatur, Illinois, in an amount not less than ten (10) percent of the bid; or a bid bond on a form approved by the City of Decatur, executed by a surety company satisfactory to the City in an amount not less than ten (10) percent of the bid.

It is expressly understood that the proposal guaranty is given as a guarantee that the bidder will execute the contract and furnish acceptable bonds and required insurance, if awarded the work and the amount thereof represents the agreed damages that the Owner will sustain if the bidder fails or refuses within ten (10) days from and including the date of the Notice of Award of the Contract, to execute and deliver said Contract and deliver the required bonds and insurance shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the City, not as penalty, but in liquidation of damages done. Award may be then made to the next lowest qualified bidder, or the work re-advertised and constructed under contract, or otherwise, as the City may decide.

The Bidder grants the Owner the right to hold the lowest three (3) Proposals received, together with the accompanying bid securities, for a period of 45 days after the date of opening of said Proposals.

BID PROPOSAL

RETURN WITH BID

The undersigned Bidder further grants the Owner the right to award this Contract on the basis of any possible combinations of Base Bid and add/deduct alternate(s) (if any) that best suits the Owner's needs.

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
#1	6-17-22	SE

The undersigned Bidder expressly agrees to the following provisions:

- A. That the bid stated shall include the utilization of the Subcontractor(s) listed in the List of Subcontractors below.
- B. That the Subcontractor(s) listed below shall not be changed by the Contractor unless the Subcontractor(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s).
- C. That any Subcontractor(s) shall be subject to Owner approval.

List below any Subcontractor(s) whose subcontract(s) exceed \$5,000.

	SUBCONTRACTOR	TYPE OF WORK
1.	Parkland Environmental	Abatement
2.	Loyalty	Trucking
3.	Butch Smith Ex.	Demo
4.		

Date June 23, 2022

RETURN WITH BID

(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business Address &
Email Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
Email Address

Names of All
Members of Firm

(If a Corporation)
Corporate Name

Entler Excavating Co. Inc. (SEAL)

By:

X Stuart Entler
Vice President

Business Address &
Email Address

819 N Sunnyside Rd
Decatur IL 62522

Names of Officers

Stuart Entler
President

Stuart Entler
Secretary

Stuart Entler
Treasurer

Attest:

Stuart Entler
Secretary

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
For
2009 Brush College Buildings Demolition
CITY PROJECT 2009-33

ADDENDUM NO 1

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
Z0007601	BUILDING REMOVAL NO. 1	L SUM	1	<u>33,000.00</u>	<u>33,000.00</u>
Z0007602	BUILDING REMOVAL NO. 2	L SUM	1	<u>35,000.00</u>	<u>35,000.00</u>
Z0007603	BUILDING REMOVAL NO. 3	L SUM	1	<u>25,000.00</u>	<u>25,000.00</u>
Z0007604	BUILDING REMOVAL NO. 4	L SUM	1	<u>25,000.00</u>	<u>25,000.00</u>
Z0007605	BUILDING REMOVAL NO. 5	L SUM	1	<u>30,000.00</u>	<u>30,000.00</u>
Z0007606	BUILDING REMOVAL NO. 6	L SUM	1	<u>35,000.00</u>	<u>35,000.00</u>
Z0007607	BUILDING REMOVAL NO. 7	L SUM	1	<u>40,000.00</u>	<u>40,000.00</u>
Z0007608	BUILDING REMOVAL NO. 8	L SUM	1	<u>27,000.00</u>	<u>27,000.00</u>
Z0007609	BUILDING REMOVAL NO. 9	L SUM	1	<u>25,000.00</u>	<u>25,000.00</u>
Z00498010	BUILDING REMOVAL NO. 10	L SUM	1	<u>25,000.00</u>	<u>25,000.00</u>
Z0049806	REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. 6	L SUM	1	<u>16,058.00</u>	<u>16,058.00</u>
Z0049901	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 1	L SUM	1	<u>710.00</u>	<u>710.00</u>
Z0049902	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 2	L SUM	1	<u>8253.00</u>	<u>8253.00</u>
Z0049903	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 3	L SUM	1	<u>1575.00</u>	<u>1575.00</u>
Z0049904	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 4	L SUM	1	<u>1470.00</u>	<u>1470.00</u>
Z0049906	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 6	L SUM	1	<u>2500.00</u>	<u>2500.00</u>

RETURN WITH BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
Z0049908	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 8	L SUM	1	<u>13,156.00</u>	<u>13,156.00</u>
X0327547	ABANDON EXISTING UTILITIES	L SUM	1	<u>9,000.00</u>	<u>9,000.00</u>
Z0015500	DEBRIS REMOVAL	L SUM	1	<u>6,000.00</u>	<u>6,000.00</u>
Z0023400	FILLING EXISTING CISTERNS	EACH	1	<u>1,100.00</u>	<u>1,100.00</u>
Z0023800	FILLING EXISTING SEPTIC TANK	EACH	8	<u>1,000.00</u>	<u>8,000.00</u>
Z0023900	FILLING EXISTING WELLS	EACH	6	<u>750.00</u>	<u>4,500.00</u>
Z1000000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORKS	LUMP SUM	1	<u>\$25,000</u>	<u>\$25,000</u>

TOTAL BASE BID: 397,322.00

TOTAL BASE BID IN WORDS:

Three hundred ninety-seven thousand Three hundred
twenty-two dollars



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	6-23-22	Project Title:	2009 Brush College Buildings Demolition CP 2009-33
Total Contract Value:	397,322.00	Project Number:	CP 2009-33

Section I: Prime Contractor Information

Prime Contractor: Entler Excavating

Address: 819 N Sunnyside Rd
Decatur IL 62522

Phone: ~~202-504-0000~~ 217-428-1865

Contact Person: Stuart Entler

Email: Karenentlerex@gmail.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
Parkland Environmental	NonMBE	41,630.00	10.477	Abatement
Loyalty	MBE	19,000.00	4.78	Trucking
Butch Smith EX.	NonMBE	130,000.00	32.719	Demo
Totals		190,630.00	47.976	

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

Section III: Purchase of Goods, Materials, or Equipment

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

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Section V: MBEs that were contacted for this project

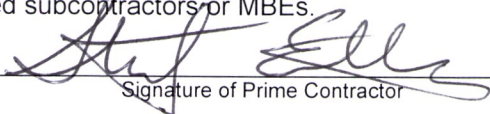
Subcontractor Name	Method of Contact	Contact Outcome
see attached	list of contacts	

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

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

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

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

X 

6-23-22

Signature of Prime Contractor

Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

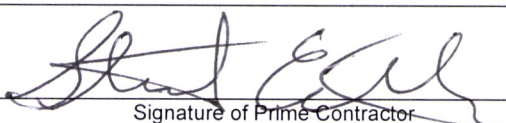
Date:	6-23-22	Project Title:	2009 Brush College Buildings Demolition
		Project Number:	CP 2009-33

Prime Contractor: Entler Excavating
Address: 819 N Sunnyside Rd
Decatur IL 62522
Phone: 217-428-1865
Contact Person: Stuart Entler
Email: Karenentlerex@gmail.com

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

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

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

x  6-23-22
Signature of Prime Contractor Date

FOR OFFICIAL USE ONLY

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

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

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

VIEWED BY: _____
Public Works Director Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	6-23-22	Project Title:	2009 Brush College Buildings Demotion 2009-33
Total Contract Value:	397,322.00	Project Number:	2009-33

Section I: Minority Business Enterprise (MBE) Information

Name: Loyalty Services

Address: 3722 Tulane
Decatur IL 62522

Phone: 217-853-2204

Contact Person: JJ Rhode JJ Rhodes

Email:

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking	19,000.00	4.78

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

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

Prime Contractor Signature	Print
X	Stuart Entler
Title	Date
President	6-23-22

Minority Business Enterprise Signature	Print
	Jeff Rhodes
Title	Date
owner	6-23-22

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Illinois)

) ss

COUNTY OF Macon)

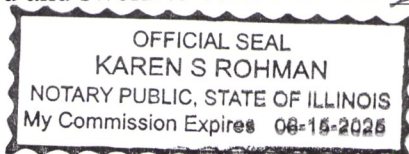
Stuart Entler, being first duly sworn,
deposes and says that they are President (sole owner, partner, president,
secretary, etc.) of Entler Excavating Co Inc the party making the
foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person,
partnership, company, association, organization or corporation; that such bid is genuine and not
collusive or sham; that said bidder has not directly or indirectly induced or solicited any other
bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired,
connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall
refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by
agreement, communication or conference with anyone to fix the bid price of said bidder or of
any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any
other bidder, or to secure any advantage against the public body awarding the contract or anyone
interested in the proposed contract; that all statements contained in such bid are true; and,
further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown
thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will
not pay any fee in connection therewith to any corporation, partnership, company, association,
organization, bid depository, or to any member or agent thereof, or to any other individual except
to such person or persons as have a partnership or other financial interest with said bidder in their
general business.

Signed:

X Stuart Entler
Title President

Subscribed and sworn to before me this 23rd day of June, 2022.

(SEAL)



Karen S Rohman
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above.

PREVAILING WAGE ACT REPORTING

RETURN WITH BID

CITY OF DECATUR NOTICE TO CONTRACTORS PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("the Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.
2. Any and all contractors' and subcontractors' bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.
3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.
4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.
5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:
 - a. Each worker's name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications;
 - b. The number of hours worked each day; and,
 - c. The starting and ending time of work each day.

PREVAILING WAGE ACT REPORTING

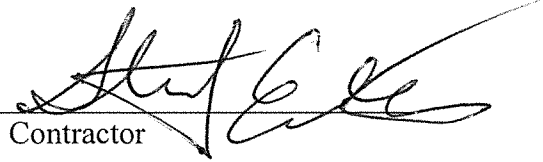
RETURN WITH BID

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.
7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date: _____

Date: 6-23-22

City of Decatur, Illinois

X 
Contractor

MBC Contact Information 6-13-22 From Eprism and Peoria List of MBE Contractors

Demolition

1. J and J Construction 6-21-22

Out of Business, thanked me for calling

309.657.9228

2. Mark Tuyus 6-21-22

No

217.848.4000

3. American Demolition Elgin IL 6-20-22

847.608.0010

Send email of job, Email, Declined to bid

4. American Integrated Services

805.431.1418

Left message, no response

5. Ace Builders

505.306.6777

Left Message, no call back

6. Alexander Brothers Construction

309.713.3010

Left Message, no response

7. Campos Construction

815.394.1414

Too far to travel, 100 mile radius of Rockford, ad says demo, but prefer no demo

8. Marango 6-14-22

Too large of a job, thanks for asking

217.693.2484

9. Days Asphalt Paving

Ad says Demolishion, declined to bid

219-363-4606

10. ICD Iron House Inc

Ron Hinman

217-762-7042

Number out of service, local from Monticello, have spoke with him before

Abatement

1. Abatement Environmental Resources

eprism

301-925-1206 no answer on phone

2. A & D

Eprism

718-275-3522 no answer

3. Agra Environmental

eprism

919-858-5350

No interesting on quoting, they only partner with abatement companies and not interested at this time

4. Adofh Farmer Construction Inc.

eprism

908-353-1446 no answer

5. Americian Environmental and Contruction Co

Eprism

347-740-2607

Do not work in Illinois

6. All Indian Environmental

Eprism

346-740-2607 Phone out of service

7. Apex Development Inc

Eprism

973-350-0101

No Distance too far

8. A.R. Environmental

Eprism

513-729-0183 no answer

9. BAM Contractors Inc.

Eprism

214-760-7558 no answer

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # ENTLER6-23-22

KNOW ALL MEN BY THESE PRESENTS, that we

ENTLER EXCAVATING CO., INC.

819 N Sunnyside Rd Decatur, IL 62522

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

Granite Re, Inc.

14001 Quailbrook Dr Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of **MN** as Surety, hereinafter called the Surety, are held and firmly bound unto **City Of Decatur**

#1 Gary K. Anderson Plaza Decatur, IL 62523

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Ten Percent of Amount Bid**-----Dollars 10.00%%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

2009 Brush College Road Building Demolition City Project 2009-33

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

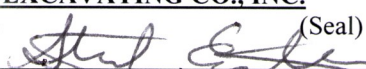
Signed and sealed this **23rd** day of **June, 2022**


(Witness)

ENTLER EXCAVATING CO., INC.

(Principal)

X

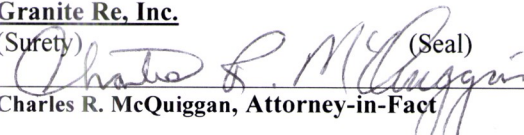
 (Seal)
(Title) **President**


(Witness) Marci Little

Granite Re, Inc.

(Surety)

X

 (Seal)
Charles R. McQuiggan, Attorney-in-Fact

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEPHEN MCQUIGGAN; HOLLY V. JOHNSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEPHEN MCQUIGGAN; HOLLY V. JOHNSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

[illegible]


Kenneth D. Whittington, President



Kyle P. McDonald, Assistant Secretary

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620



Bethany J. Alred
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 23rd day of June, 20 22.





Kyle P. McDonald, Assistant Secretary

State of Illinois
County of Madison

On this 23rd day of June 2022, before me, Holly V. Johnson, a Notary Public within and for the above mentioned county, personally appeared **Charles R. McQuiggan**, to me personally known, who being by me duly sworn he is an **Attorney-In-Fact** of:

Allegheny Casualty Company
American Contractors Indemnity Company
American States Insurance Company
Contractors Bonding and Insurance Company
FCCI Insurance Company
Fidelity and Deposit Company of Maryland
Hudson Insurance Group
International Fidelity Insurance Company
Granite Re, Inc.
Hudson Insurance Company
Harco National Insurance Company
Lexon Insurance Company
Merchants Bonding Company (Mutual)
Nationwide Mutual Insurance Company
Old Republic Surety Company
Pekin Insurance Company
Star Insurance Company
Selective Insurance Company of America
The Ohio Casualty Insurance Company
Travelers Casualty and Surety Company of America
US Specialty Insurance Company
Western Surety Company
Western National Mutual Insurance Company

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said **Charles R. McQuiggan**, acknowledged the said instrument to be the free act and deed of the said corporation.

Official Seal

Holly V. Johnson

Notary Public, State of Illinois

My Commission Expires **January 30, 2025**

By: **Holly V. Johnson**
Notary Public



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

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

Describe the scope of work change:

Reason for subcontractor change:

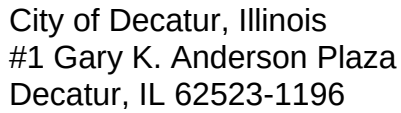
Describe good faith efforts to utilize an MBE:

Signature of Prime Contractor

Date

Signature of Prime Contractor

Date



Minority Business Enterprise (MBE) Information Form

24



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

Final Minority Business Enterprise (MBE) Participation Documentation

Date:		Project Title:	
Total Contract Value:		Project Number:	

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

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

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

Section III: Selected MBE Subcontractors

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

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

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

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

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

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

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

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

Signature of Prime Contractor

Date

PREVAILING WAGE ACT REPORTING

RETURN WITH BID

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.
7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Date: _____

Date: _____

City of Decatur, Illinois

Contractor

CONTRACT

THIS CONTRACT, made and entered into this 5th day of July, 2022, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Entler Excavating 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 "**Brush College Road Buildings Demolition**", 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 October 15, 2022.**
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
Performance Bond
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Addenda No. 1, Dated June 17, 2022

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

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

CONTRACTOR

SECRETARY (Corporate Seal)

By _____
PRESIDENT

CONTRACT BOND



City of Decatur, Illinois

Contract Bond

Project 2009 Brush College Buildings Demolition

Project Number 2009-33

We, Entler Excavating Company, Inc.

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

as PRINCIPAL, and _____

as SURETY,

are held and firmly bound unto the City of Decatur (hereafter referred to as "CITY") in the penal sum of

Three Hundred Ninety-Seven Thousand, Three Hundred Twenty-Two and 00/100 -----

----- Dollars (\$397,322.00), lawful money of the

United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

CONTRACT BOND

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____ A.D. 2022

PRINCIPAL

Entler Excavating Company, Inc.
(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF _____

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

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

My commission expires _____
Notary Public (SEAL)

SURETY

(Name of Surety)

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

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notarial seal this _____ day of _____ A.D. 2022

My commission expires _____
Notary Public (SEAL)

CITY OF DECATUR

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

Attest:

City Council

Kim L. Althoff, City Clerk

City of Decatur, Illinois

City

Clerk

Lisa Gregory, Mayor Pro Tempore

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2009 BRUSH COLLEGE BUILDINGS DEMOLITION
CITY PROJECT 2009-33
DATED JUNE, 2022**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1, dated June 17, 2022, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above-mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 PRE-BID MEETING

- 1.02 Add the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on June 14, 2022.

AD-1-3 BID PROPOSAL

- 1.03 Remove Page 18 and 19 of the Bid form and replace with the Attached ADD No 1-18 and 19 Bid Form.

AD-1-4 SP-4 BUILDING REMOVAL – CASE II (NON-FRIABLE ASBESTOS ABATEMENT)(BDE)

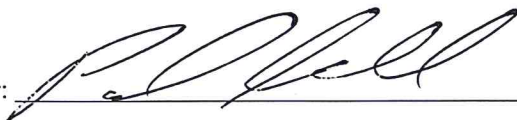
- 1.01 Remove and replace the first sentence of the second paragraph of SP-4.

Building Removal: This work shall include the removal and disposal of 6 buildings with Non-Friable Asbestos, all asbestos shall be removed from any foundations or slabs on grade left in place.

Please make proper acknowledgment of **addenda #1** on your bidding documents.

END OF ADDENDUM NO. 1

City Engineer:



Date:

6/17/2022

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
For
2009 Brush College Buildings Demolition
CITY PROJECT 2009-33**

ADDENDUM NO 1

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
Z0007601	BUILDING REMOVAL NO. 1	L SUM	1	_____	_____
Z0007602	BUILDING REMOVAL NO. 2	L SUM	1	_____	_____
Z0007603	BUILDING REMOVAL NO. 3	L SUM	1	_____	_____
Z0007604	BUILDING REMOVAL NO. 4	L SUM	1	_____	_____
Z0007605	BUILDING REMOVAL NO. 5	L SUM	1	_____	_____
Z0007606	BUILDING REMOVAL NO. 6	L SUM	1	_____	_____
Z0007607	BUILDING REMOVAL NO. 7	L SUM	1	_____	_____
Z0007608	BUILDING REMOVAL NO. 8	L SUM	1	_____	_____
Z0007609	BUILDING REMOVAL NO. 9	L SUM	1	_____	_____
Z00498010	BUILDING REMOVAL NO. 10	L SUM	1	_____	_____
Z0049806	REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. 6	L SUM	1	_____	_____
Z0049901	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 1	L SUM	1	_____	_____
Z0049902	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 2	L SUM	1	_____	_____
Z0049903	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 3	L SUM	1	_____	_____
Z0049904	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 4	L SUM	1	_____	_____
Z0049906	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 6	L SUM	1	_____	_____

RETURN WITH BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
Z0049908	REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 8	L SUM	1	_____	_____
X0327547	ABANDON EXISTING UTILITIES	L. SUM	1	_____	_____
Z0015500	DEBRIS REMOVAL	L SUM	1	_____	_____
Z0023400	FILLING EXISTING CISTERNS	EACH	1	_____	_____
Z0023800	FILLING EXISTING SEPTIC TANK	EACH	8	_____	_____
Z0023900	FILLING EXISTING WELLS	EACH	6	_____	_____
Z1000000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORKS	LUMP SUM	1	<u>\$25,000</u>	<u>\$25,000</u>

TOTAL BASE BID: _____

TOTAL BASE BID IN WORDS:

Pre-bid Meeting Minutes
for
**2009 Brush College Buildings Demolition
City Project 2022-28**

Conference Call
10:00 a.m., Tuesday, June 14, 2022

I. Introductions

Paul Caswell provided introductions

II. Project Review

The proposed project includes demolition and disposal of eleven (11) commercial, residential, and outbuilding structures on properties acquired for Brush College Road Grade Separation Project over Farries Parkway. The work will also include the removal of asbestos, abandonment of utilities, debris removal, abandonment and filling of cisterns, septic tanks, and wells, and other miscellaneous work as specified.

III. Minority Participation Goals for Public Works Projects

A. Policy

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs.

The City requires that general contractors show good faith efforts to meet the City's goals of 10% of the project amount be used to hire MBE subcontractors when subcontracting opportunities exist and/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprise, and 18% total hours are to be worked by minority employees. Note that there are two goals that need to be addressed

B. Definitions

The Prospective bidders are directed to the attached handout that provides an excerpt of the State's definition of a minority.

C. Project Goals and Good Faith Efforts

- a. Minority Business Enterprise Goal: Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. It is expected that a demonstration of "active" and "aggressive" will include

actual direct contact with or working with a minority subcontractor in a manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

*The City regards a good faith effort, at a minimum, to include direct contacts with 2-3 MBE subcontractors for **each** subcontracting opportunity until the goal is met. The contacts must be with subcontractors that provide the type of work that is being subcontracted. Mass e-mail contacts alone are not considered a good faith effort. Documented follow up requests are required if no response is received. The bidder is to provide all work, all contacts, the method of contact (email, phone, personal, etc.), and the results of each contact. **Email requests with no reply or other evidence of direct contact are not considered to be acceptable direct contacts.***

*The City **does not** require documented contacts for the purchase of goods, materials and equipment.*

City staff can have no contact with bidders regarding their bid submittal after bids have been opened, so their only opportunity to demonstrate a good faith effort, is to provide all supportive evidence with the bid document. For the benefit of the review that must be conducted by City staff, it is helpful for the bidders to group their direct contacts according to the subcontracting opportunity.

- b. If a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- c. Minority Workers Goal: 18% total hours worked should be performed by minority workers.

IV. Detailed Project Requirements

all buildings shall be removed, a slab on grade foundation can be left in place. Any lower levels shall be removed below grade and filled with a granular material. All asbestos shall be removed from any foundation or slab left in place.

V. Other Items

Bidders should check Decatur Blueprint's website before submitting a bid to make sure there are no addenda's missing. Only contractors on Decatur Blueprint's plan holder list will get updates on addenda. You have to purchase the plans to get on their list. Simply downloading a set of plans from the website does not put you on the bidders list.

Pre-Bid Sign-In Sheet
2009 Brush College Road Buildings Demolition
Tuesday, June 14, 2022, Conference Call

Name ----- Email Address	Representing	Phone Number ----- Fax Number	In Person (P) Conference Call (C)
1) Aaron Zeller	Midwest Service Group	636-262-4360	P
Email: azeller@msg-stl.com			C
2) Jeff Entler	Entler Excavating		P
Email: entler@comcast.net			C
3) Susan Shafer	S. Shafer Excavating		P
Email: shaferexcinc@att.net			C
4)			P
Email:			C
5)			P
Email:			C
6)			P
Email:			C
7)			P
Email:			C
8)			P
Email:			C
9)			P
Email:			C
10)			P
Email:			C
11)			P
Email:			C
12)			P
Email:			C
13)			P
Email:			C
14)			P
Email:			C
15)			P
Email:			C

CITY CODE
CHAPTER 28, ARTICLE 10
MINORITY PARTICIPATION GOALS FOR PUBLIC WORKS CONTRACTS

The “minority person” definition contained in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2 is contained at the back of this handout.

SECTION 10-1. POLICY:

The City of Decatur encourages a diverse workforce for all municipal procurement and public works projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts, and incentives for procuring equipment, supplies and services for the city government from MBEs. The objectives of the minority participation goals include:

- A. Ensuring non-discrimination in the award and administration of City public works contracts;
- B. Encouraging a level playing field on which MBE and minority workers can compete fairly for City public works and written procurement contracts awarded based on formal submission of bids;
- C. Helping to remove barriers to the participation of MBE and minority workers in the City’s municipal procurement and public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring that the minority participation goals are narrowly tailored in accordance with applicable law;
- F. Providing appropriate flexibility to contractors in establishing and providing opportunities for MBE inclusion and minority worker recruitment;

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-2. DEFINITIONS:

- A. **MINORITY:** For purposes of this Article, the City hereby adopts and incorporates by reference “minority person” as defined in the Illinois Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/2.
- B. **MINORITY BUSINESS ENTERPRISE (MBE):** A business that is owned and controlled by minorities. There must be not less than 51 percent minority ownership of the business, and the minority ownership must control the management and daily operations of the business.
- C. **PUBLIC WORKS CONTRACTS.** All City contracts entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
- D. **PUBLIC WORKS PROJECTS.** All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.

(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-3. MINORITY PARTICIPATION GOALS IN PUBLIC PROJECTS:

- A. As allowed by law, Contractors for City public works projects shall make a good faith effort to comply with the following minimum goals: (1) Ten (10) percent of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or ten (10) percent of the total dollar amount of the contract should be for the purchase of goods, materials and equipment to be used for the public works project from Minority Business Enterprises with the ten (10) percent goal being met separately or in combination; and (2) Eighteen (18) percent of the total hours worked should be performed by minority workers.
- B. In addition to the provisions of Section 10-3 (A) above, where a proposal or bid for a public works contract meets or exceeds twenty percent (20%) of the total dollar amount of the contract, the City will award a two percent (2%) bonus of up to a maximum of fifty thousand dollars (\$50,000). Payment of this extra amount or bonus will be made at the end of the contract and after the City has verified and documented that MBE expenditures met or exceeded twenty percent (20%) of total contract value.
- C. Subcontracting is not required for a City project. If a subcontractor is used, the contractor shall make a good faith effort to meet the City's minority participation goals in the selection of subcontractors.
- D. A contractor shall provide evidence of meeting the City's minority participation goals as directed and required by the Public Works Director or provide evidence that it made a good-faith effort to meet the goals.
- E. A good faith effort means the contractor took reasonable and necessary steps to achieve the minority participation goals. "Good faith" means the contractor actively and aggressively sought participation by MBE sub-contractors or vendors or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor. The city may reject bids where, in the sole opinion of the city, the contractor failed to make a good faith effort.
- F. Evidence of a good-faith effort includes, but is not limited to, as appropriate:
 - i. Soliciting through all reasonable and available means the interest of MBE and minority workers;
 - ii. Outreach and recruitment efforts of and to MBEs and minority workers;
 - iii. Packaging requirements, when feasible, into tasks, quantities or subcontracts that permit maximum participation from MBEs and minority workers;
 - iv. Providing interested MBEs and firms that employ minority workers with adequate information about the bidding process, adequate time to respond and assistance in responding to a solicitation;
 - v. Negotiating in good faith with MBEs and firms that employ minority workers;
 - vi. Assisting interested MBEs and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - vii. Assisting interested MBEs and firms that employ minority workers in obtaining necessary equipment, supplies or materials;
 - viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;

- ix. If an MBE is rejected, **providing sound reasons for rejection** based on a thorough investigation of the firm;
 - x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers; **[This is provided through Prevailing Wage Documentation]**
 - xi. All other good faith efforts or **evidence of due diligence** to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, his designee, or third party contractor, shall:
- i. Administer and enforce the provisions of this Article;
 - ii. Monitor, track and report on contractors over the contract duration to ensure compliance with this Article.
 - iii. Report to the City Council no less than annually on MBE utilization pursuant to this City Code.
 - iv. Provide information to MBEs and minority workers about contractors that are seeking to recruit MBEs and minority workers.
- B. The city manager shall establish policies and procedures providing that MBEs bidding on equipment, supplies and services to be purchased through written competitive bidding by the city, including public works contracts, can be awarded in certain circumstances where they may not be the lowest qualified bidder.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.
- (Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-6. APPEALS:

The penalty assessed by the Public Works Director or his designee shall be appealable to the City's Human Relations Commission.

SECTION 10-7. WAIVER:

- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
 - i. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 - ii. Evidence the contractor received no proposals or inquiries from qualified MBEs or firms that employ minority workers in response to a good faith effort to secure participation.
- B. The Public Works Director or his designee may, at his or her discretion, waive the minority participation goals upon finding:
 - i. The project is essential for city operations;
 - ii. Emergency circumstances require a waiver;
 - iii. Evidence of a good faith effort by the contractor;
 - iv. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.

(Amended, Ordinance No. 2020-124, August 3, 2020)

**Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act,
30 ILCS 575/2**

(30 ILCS 575/2)

(Section scheduled to be repealed on June 30, 2016)

Sec. 2. Definitions.

(A) For the purpose of this Act, the following terms shall have the following definitions:

(1) **"Minority person"** shall mean a person who is a citizen or lawful permanent resident of the United States and who is any of the following:

(a) **American Indian or Alaska Native** (a person having origins in any of the original peoples of North and South America, including Central America, and who maintains tribal affiliation or community attachment).

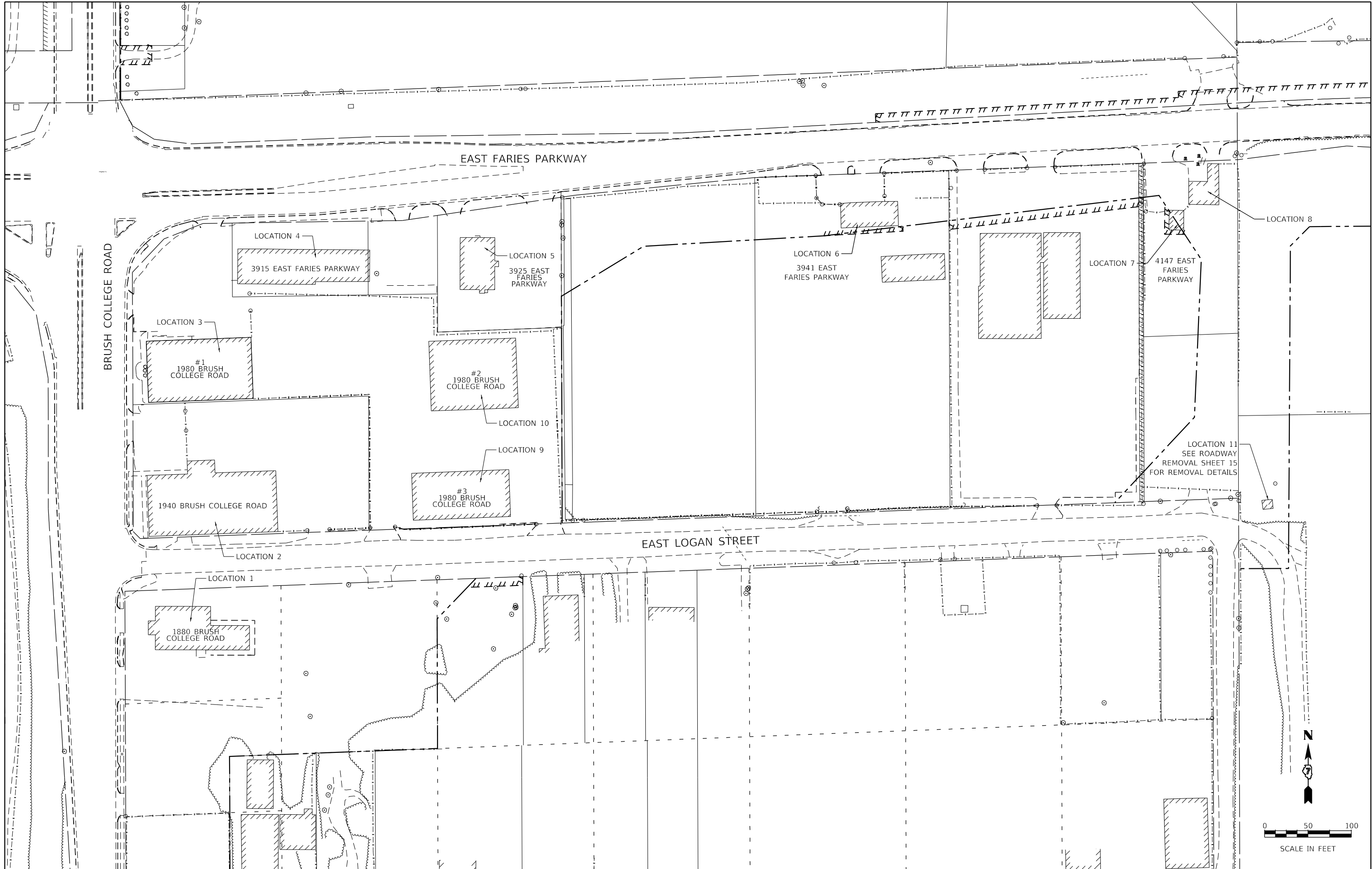
(b) **Asian** (a person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, including, but not limited to, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam).

(c) **Black or African American** (a person having origins in any of the black racial groups of Africa). Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American".

(d) **Hispanic or Latino** (a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race).

(e) **Native Hawaiian or Other Pacific Islander** (a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands).

MODEL: Default
FILE NAME: p:\aecom-np-pw-bentley.com\AECOM_DS16_MA\Documents\60603202-Brush College\00-CAD GIS\910_CAD\03_SHEETS\01_AECOM\Roadway\60603202_SHT_Building_Demo_Location_Map.dgn



USER NAME	=maura.lakowski
DESIGNED	- MA
DRAWN	- MA
PLOT SCALE	= 100,0000 ' / in.
PLOT DATE	= 4/30/2021

REVISED	-
REVISED	-
REVISED	-
REVISED	-

BUILDING DEMOLITION KEY PLAN
BRUSH COLLEGE ROAD

SCALE: 1=50' SHEET 1 OF 1 SHEETS STA. TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7448	09-00933-01-BR	MACON	1019	190
CONTRACT NO. 95893				
ILLINOIS FED. AID PROJECT				

Public Works

DATE: 6/24/2022

MEMO: 2022-32

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew C. Newell, P.E., Public Works Director

SUBJECT:

Resolution Accepting the Bid and Authorizing the Execution of a Contract with Microsurfacing Contractors, LLC for Microsurfacing Project; City Project 2022-24.

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution authorizing the Mayor to sign and the City Clerk to attest to the contract for the 2022 Microsurfacing Project, City Project 2022-24, to Microsurfacing Contractors, as the lowest responsible bidder in the amount of \$1,150,000.00. The resolution represents an expenditure of \$1,099,997.79 as the low bid plus \$50,002.21 for project contingencies.

BACKGROUND:

Streets Inspected Annually

The Engineering Division inspects and rates approximately ½ of the City's streets on a yearly basis. The results of these inspections are input into a computer database which is used to project the future condition of the streets based on the biannual inspections, historical condition, surface type (i.e. brick, concrete, asphalt, etc.), average daily traffic, and traffic type (i.e. trucks, cars, etc.). This data is then paired with available funding and is used as a basis to aid the Public Works Department in the preparation of the City's yearly street improvement program. Staff then determines what type of improvement would be appropriate for each street.

Project Description

The 2022 Intergovernmental Microsurfacing project is a joint project between the City of Decatur, Macon County, Village of Mt. Zion, Village of Forsyth, Village of Warrensburg, Village of Long Creek, Hickory Point Township, Harristown Township, and Long Creek Township. Microsurfacing is focused on prolonging the life of pavements with moderate deterioration. It is designed to protect the pavement surface and slow deterioration thereby delaying the need of more expensive treatments such as mill and overlay or reconstruction. When microsurfacing is combined with a chip seal, (called a "cape seal") the pavement is further benefited by providing another layer of protection. When performed at the right time with only moderate wear on the street, microsurfacing treatments can last up to 5 years with cape seals lasting longer than that.

The City's portion of the intergovernmental project will include portions of the Winsor Village north of Ash Ave, Wilcox Addition off Elizabeth St and Ferris and Greenview Drive off Heritage Road. See attached location maps. The participating agencies struck out some of their locations to conform to their funding.

The City is the lead agency as designated in the intergovernmental agreement and must appropriate the full amount for the cost of the project. The City will be responsible for paying the contractor and the other participating agencies will reimburse the City's Local Motor Fuel Tax Fund for their portions of the work in accordance with the approved agreements. The City's portion of the contract amount is \$243,089.58.

Letting Results

The project scope and specifications were prepared by the Engineering Division in cooperation with the other participating agencies, and approved by the Illinois Department of Transportation (IDOT) for the other parties to use State Motor Fuel Tax funds. The project was advertised on June 8 and June 15, 2022, and bids were opened on June 23, 2022. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over (-Under)</u>
Microsurfacing Contractors, LLC	\$1,099,997.79	(-1.66%)
Asphalt Stone Company	\$1,182,412.87	5.71%
Engineer's Estimate	\$1,118,575.00	-----

Three contractors took out bid packages and two submitted a bid proposal for the 2022 Microsurfacing Project. Microsurfacing Contractors, LLC provided the lowest responsive and responsible bid at 1.66% below the Engineer's Estimate.

Microsurfacing Contractors, LLC has successfully completed microsurfacing projects for the City in the past. Staff recommends that the City Council approve a contract with Microsurfacing Contractors, LLC to perform the 2022 IDOT Microsurfacing Project.

Breakdown by Work Location and Jurisdiction

The following tables break down the costs of the jurisdictional agency involved:

Project Cost by Jurisdiction

Jurisdiction	Cost
Macon County	\$458,993.88
City of Decatur	\$243,089.58
Village of Forsyth	84,525.66
Village of Mt. Zion	\$208,727.23

Village of Long Creek	\$104,661.41
Total	\$1,099,997.79

PRIOR COUNCIL ACTION:

March 19, 2018 – Council approved Resolution R2018-23 establishing an Intergovernmental Cooperation Agreement for the sharing of certain costs related to the micro-surfacing improvement of portions of various public highways in Macon County, Illinois, between the City of Decatur, the Village of Forsyth, Illinois, the Village of Mount Zion, Illinois, and the Village of Warrensburg, Illinois.

February 24, 2020 – Council approved Resolution R2020-26 authorizing an Intergovernmental Cooperation Agreement for the sharing of certain costs related to the micro-surfacing improvement of portions of various public highways in Macon County, Illinois, between the City of Decatur, the Village of Forsyth, the Village of Mount Zion, , Hickory Point Township, Long Creek Township, Mount Zion Township, City of Maroa, Village of Long Creek and Macon County. The Agreement Expires on December 31, 2024.

April 4, 2022 – Council approved Resolution R2022-67 authorizing an Intergovernmental Cooperation Agreement for the sharing of certain costs related to the micro-surfacing improvement of portions of various public highways in Macon County, Illinois, between the City of Decatur and the Harristown Township. The Agreement Expires on December 31, 2022.

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

INPUT FROM OTHER SOURCES:

Illinois Department of Transportation, Macon County Highway Department, Village Mt. Zion, Village of Forsyth, Village of Long Creek.

STAFF REFERENCE: Matt Newell, Public Works Director, Paul Caswell, City Engineer. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item. **LEGAL REVIEW:** The project plans and specifications were forwarded to Legal for review on June 9, 2022.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project will be provided from the Local Motor Fuel Tax Fund. It is proposed that a total project expenditure of \$1,150,000 be authorized representing the low bid of \$1,099,997.79 plus \$50,002.21 for project contingencies. The City's portion of this project is \$243,089.58.

Staff Impact: Staff time is allocated for this project.

ATTACHMENTS:

Description	Type
RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH MICROSURFACING CONTRACTORS, LLC FOR MICROSURFACING PROJECT	Resolution Letter
Location Map	Backup Material
Council Bid Tab	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING
THE EXECUTION OF A CONTRACT WITH MICROSURFACING
CONTRACTORS, LLC FOR MICROSURFACING PROJECT
CITY PROJECT 2022-24**

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

Section 1. That the tabulation of bids received for City Project 2022-24, Microsurfacing project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Microsurfacing Contractors, LLC in the amount of \$1,150,000.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute a contract between the City of Decatur, Illinois, and Microsurfacing Contractors, LLC, attached hereto as Exhibit A and made part hereof, for said plan, in the amount of \$1,150,000.00

PRESENTED and ADOPTED this 5th day of July 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Local Public Agency Formal Contract



Contractor's Name

Microsurfacing Contractors, LLC

Contractor's Address

13940 St. Charles Rock Rd

City

Bridgeton

State

MO

Zip Code

63044

STATE OF ILLINOIS

Local Public Agency

City of Decatur

County

Macon

Section Number

22-00224-00-SC

Street Name/Road Name

Various

Type of Funds

Motor Fuel Tax and Local Fund

☒ CONTRACT BOND (when required)**For a County and Road District Project**

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Mayor

Department of Transportation☐ Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Decatur	Various	Macon	22-00224-00-SC

- THIS AGREEMENT, made and concluded the 5th day of July, 2022 between the City of Decatur, known as the party of the first part, and Microsurfacing Contractors, LLC, its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 22-00224-00-SC in City of Decatur, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The City of Decatur
Local Public Agency Type Name of Local Public Agency

Clerk	Date

(SEAL)

Party of the First Part	Date
By:	

(If a Corporation)

Corporate Name
Microsurfacing Contractors, LLC

President, Party of the Second Part	Date
By:	

(SEAL)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By:

(If a Partnership)

Partner	Date

Attest:

Secretary	Date

(SEAL)

Partner	Date

Partners doing Business under the firm name of
Party of the Second Part

--

(If an individual)

Party of the Second Part	Date



Contract Bond



Local Public Agency	County	Street Name/Road Name	Section Number
City of Decatur	Macon	Various	22-00224-00-SC

Bond information to be returned to Local Public Agency at One Gary K Anderson Plaza
Complete Address

We, Microsurfacing Contractors, LLC

Contractor's Name and Address

a/an Corporation organized under the laws of the State of Missouri as PRINCIPAL, and
State

Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of
One Million, Ninety-nine Thousand, Nine Hundred Ninety-seven and 79/100-----
Dollars (\$1,099,997.79) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of _____
Day Month and Year

PRINCIPAL

Company Name

By
Signature & Title Date

Attest
Signature & Title Date

Company Name

By
Signature & Title Date

Attest
Signature & Title Date

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

STATE OF IL
COUNTY OF _____

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

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL
COUNTY OF _____

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

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
Day Month, Year

(SEAL)

Notary Public Signature

Date commission expires _____

Approved this 16 day of May, 2022
Day Month, Year

Attest:

Local Public Agency Clerk Signature

Date

Awarding Authority

City Council

Awarding Authority Signature

Date

Municipality

Local Public Agency Type

Clerk



COVER SHEET

Proposal Submitted By:

Contractor's Name

Microsurfacing Contractors, LLC

Contractor's Address

13940 St. Charles Rock Rd.

City

Bridgeton

State

MO

Zip Code

63044

STATE OF ILLINOIS

Local Public Agency

City of Decatur

County

Macon

Section Number

22-00224-00-SC

Route(s) (Street/Road Name)

Various

Type of Funds

Motor Fuel Tax and Local Fund

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Paul Bell

5/1/22

Official Title

City Engineer

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

Jeffrey Meyer

4/03/22

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Decatur	Macon	22-00224-00-SC	Various

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Purchasing Division,
Name of Office

1 Gary K. Anderson Plaza, Decatur, IL 62523 until _____ on _____
Time Date
Address

Sealed proposals will be opened and read publicly at the office of City Engineering,
Name of Office

1 Gary K. Anderson Plaza, Decatur, IL 62523 at _____ on _____
Time Date
Address

DESCRIPTION OF WORK

Location	Project Length
Various City, County, and Village Streets	10.8 miles

Proposed Improvement
Placing a cape seal or a single pass microsurface on various streets.

1. Plans and proposal forms will be available in the office of Decatur Blue Print, Inc. 230 W. Wood Street Decatur, IL 62523	IDOT Certificate of Eligibility Required
---	--

2. ☒ Prequalification
If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Decatur	Macon	22-00224-00-SC	Various

PROPOSAL

- Proposal of Microsurfacing Contractors, LLC
13940 St. Charles Rock Rd. Bridgeton, MO 63044

Contractor's Name
Contractor's Address
- The plans for the proposed work are those prepared by City of Decatur Engineering Division and approved by the Department of Transportation on _____.
- The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- The undersigned agrees to complete the work within _____ working days or by 09/15/22 unless additional time is granted in accordance with the specifications.
- The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City of Decatur Treasurer of _____.
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 22-00224-00-SC.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Decatur	Macon	22-00224-00-SC	Various

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Decatur	Macon	22-00224-00-SC	Various

SIGNATURES

(If an individual)

Signature of Bidder		Date
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name		
Microsurfacing Contracting, LLC		
Signature		Date
Nicholas Paulsell		6/21/22
Title		
Estimator		
Business Address		
13940 St. Charles Rock Rd.		
City	State	Zip Code
Bridgeton	MO	63044

Insert Names of Officers

President
Brian T Gaggins

Attest:

Kathleen

~~Secretary~~

Secretary

Robert C. Byrne

Treasurer

Robert C. Byrne



Contractor's Name

Microsurfacing Contractors, LLC

Contractor's Address

13940 St. Charles Rock Rd.

City

Bridgeton

State

MO

Zip Code

63044

Local Public Agency

City of Decatur

County

Macon

Section Number

22-00224-00-SC

Route(s) (Street/Road Name)

Various

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
40400118	MICRO SURFACING, SINGLE	SQ YD	12479	4.37	54,533.23
40500001	FIBER-MOD CRACK SEALING	FOOT	1662	5.01	8,326.62
40500061	CAPE SEAL (URBAN)	SQ YD	59020	6.97	411,369.40
40500061	CAPE SEAL (RURAL)	SQ YD	76241	6.97	531,399.77
78000100	THERMO PVMT MARK L&S	SQ FT	230.4	9.00	2,073.60
78000400	THERMO PVMT MARK 6"	FOOT	26465	2.05	54,253.25
78000650	THERMO PVMT MARK 24"	FOOT	205	8.50	1,742.50
78001110	PAINT PVMT MARK 4"	FOOT	73219	0.18	13,179.42
X7010216	TRAF CONT AND PROT (SP)	LSUM	1	15,720.00	15,720.00
Z0048665	RR PROT LIABILITY INSUR	LSUM	1	7,400.00	7,400.00
Bidder's Total Proposal					1,099,997.79

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- A bid may be declared unacceptable if neither a unit price or total price is shown.



Print Form

Reset Form

Local Public Agency

County

Section Number

City of Decatur

Macon

22-00224-00-SC

WE, Microsurfacing Contractors, LLC, 13940 St. Charles Rock Road, Bridgeton, MO 63044 as PRINCIPAL, and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183 as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their

respective officers this 23 of June, 2022
Day Month and Year

Principal

Company Name

Microsurfacing Contractors, LLC

Signature

Date

By:

Nicholas Puhall

6/23/2022

Title

Estimator

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

Name of Surety

Travelers Casualty and Surety Company of America

STATE OF MO

COUNTY OF St. Louis

Surety

Signature of Attorney-in-Fact

Date

By:

A. Thome

Andrew P. Thome, Attorney-in-Fact

6/23/2022

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

and Andrew P. Thome

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

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

Given under my hand and notarial seal this 23 day of June, 2022
Day Month and Year

(SEAL)

ASHLEY MILLER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. LOUIS COUNTY
MY COMMISSION EXPIRES DEC. 21, 2025
ID #13556557

Notary Public Signature

Ashley Miller, Notary Public

Date commission expires December 21, 2025

Local Public Agency

County

Section Number

City of Decatur

Macon

22-00224-00-SC

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature

--

Date

--

Title

--

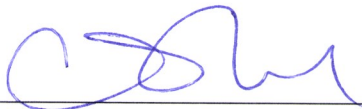
State of Missouri
County of St. Louis

On 6/23/2022, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

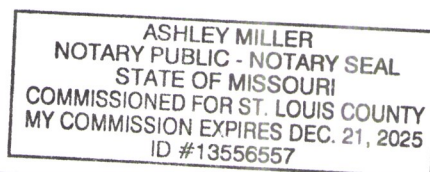
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Ashley Miller, Notary Public



My Commission Expires: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome**, of **Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

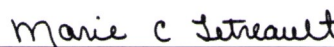
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

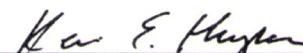
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 23 day of June, 2022




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



Apprenticeship and
Training Program Certification

Print Form

Reset Form

Local Public Agency

County

Street Name/Road Name

Section Number

City of Decatur

Macon

Various

22-00224-00-SC

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Laborers International Union of N. America covers laborers.
Microsurfacing Contractors, LLC approved USDOL program covers operators and drivers.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

N/A

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder

Signature

Date

Microsurfacing Contractors, LLC

Nicholas P. Hull

6/21/22

Title

Estimator

Address

City

State

Zip Code

13940 St. Charles Rock Rd.

Bridgeton

MO

63044



Illinois Department
of Transportation

Affidavit of Illinois Business Office

Print Form

Reset Form

Local Public Agency	County	Street Name/Road Name	Section Number
City of Decatur	Macon	Various	22-00224-00-SC

I, Nicholas Ruhoff of Edwardsville, IL,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the Estimator of Microsurfacing Contractors, LLC.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Microsurfacing Contractors, LLC, will maintain a business office in the
County, Bidder
State of Illinois, which will be located in Tazewell Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

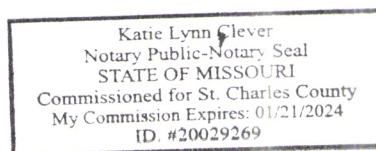
Signature	Date
<u>Nicholas Ruhoff</u>	<u>6/21/22</u>
Print Name of Affiant	
<u>Nicholas Ruhoff</u>	

Notary Public

State of IL MO (KE)
County St. Louis

Signed (or subscribed or attested) before me on 6. 21. 2022 by
(date)

Nicholas Ruhoff, authorized agent(s) of
(name/s of person/s)
Microsurfacing Contractors, LLC
Bidder



(SEAL)

Signature of Notary Public

Katie Lynn Glever

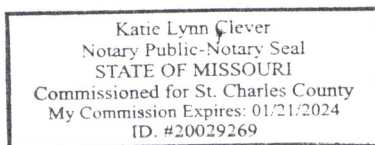
My commission expires 1. 21. 2024

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Missouri)
) ss
COUNTY OF St. Louis)

Nicholas Ruhoff, being first duly sworn, deposes and says that they are Estimator (sole owner, partner, president, secretary, etc.) of Microsurfacing Contractors LLC, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in their general business.



Signed: Nicholas Ruhoff
Estimator
Title

Subscribed and sworn to before me this 21 day of June, 2022.

(SEAL)

Katie Lynn Clever
Notary Public

*The Owner reserves the right, before any award of contract is made, to require of any bidder to whom it may make an award of the Contract, a duly executed non-collusion affidavit in the form designated above



Illinois Department of Transportation

Certificate of Eligibility

Contractor No 0674

Microsurfacing Contractors, LLC, A Div. of Byrne & Jones Holding Co.
13940 St. Charles Rock Road Bridgeton, MO 63044
WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$18,050,000
\$2,225,000

016 SLURRY APPL.
15A COVER & SEAL COATS (A)

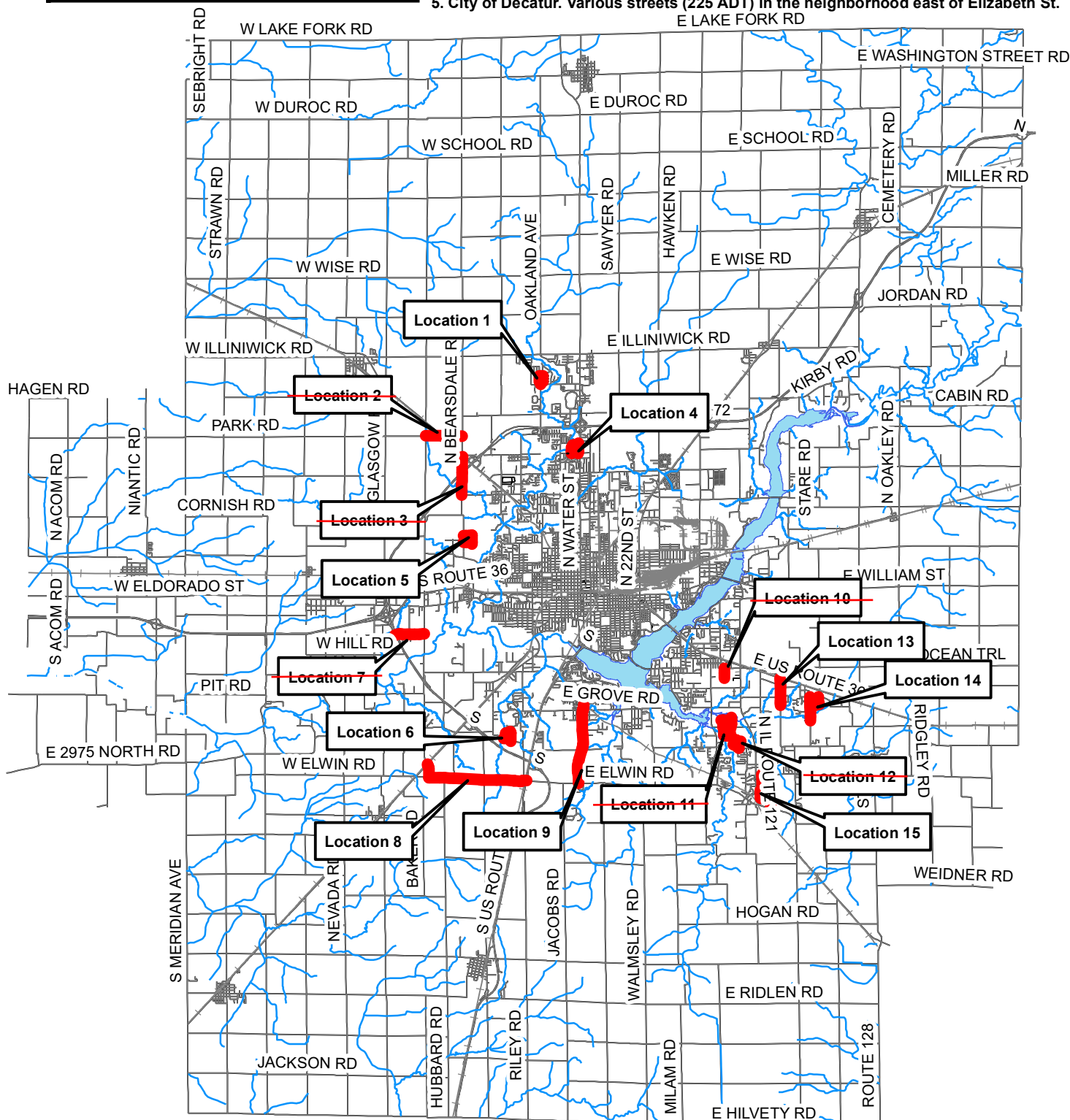
THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 5/11/2022 TO 4/30/2023 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 5/12/2022.


Engineer of Construction



2022 Microsurfacing Project Location Map

1. Village of Forsyth. Streets in the Schroll Point subdivision (750 ADT).
- ~~2. Hickory Point Township. Park Road (950 ADT) from Wyckles to Bearsdale. There's an omission at the CN Railroad tracks.~~
- ~~3. Hickory Point Township. Bearsdale Road (1000 ADT) from 116' south of Boiling Springs Rd to CN Railroad at IL Route 121. There are omissions at two bridges.~~
4. City of Decatur. Various streets (under 300 ADT) in the Windsor Village neighborhood north of Ash Ave.
5. City of Decatur. Various streets (225 ADT) in the neighborhood east of Elizabeth St.



6. City of Decatur. Greenview Dr (175 ADT) and Ferris Dr (125 ADT) off of Heritage Rd.

~~7. Harristown Township. Cantrell Street (1200 ADT) from Bear Road to Wyckles.~~

8. Macon County. CH-30, Elwin Rd. (1100 ADT) from IL Route 48 to US 51.

9. Macon County. CH-61, Franklin St. (1750 ADT) from Elwin Rd. to the CN Railroad tracks in between east and west Grove Rd.

~~10. Long Creek Township. 45th St. (175 ADT) south of Maryland St.~~

~~11. Long Creek Township. Various streets (400 ADT) north and south of Bentonville Rd. to the west of IL Route 121.~~

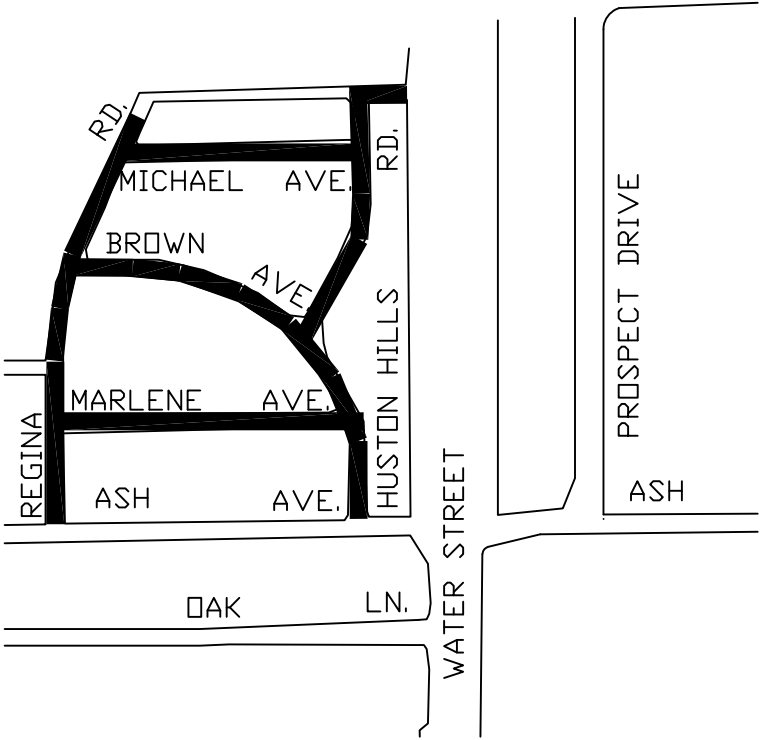
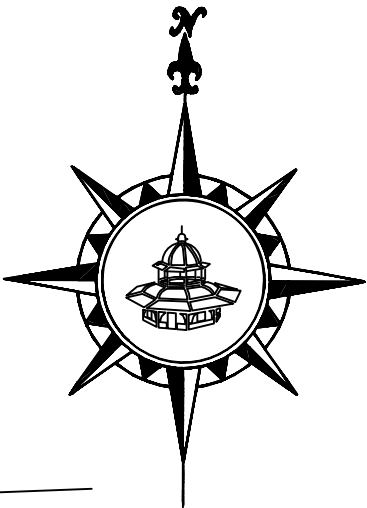
~~12. Village of Long Creek. Brentwood Dr., Brittany Ct., and Eric Ct. north of Wildwood Dr. (under 300 ADT) in Mt. Zion.~~

13. Village of Long Creek. Salem School Rd. (1050 ADT) south of US 36 to Verona Dr.

14. Village of Long Creek. Long Creek Rd. (1250 ADT) and street directly to the east including: Sherry Ct., Rosemary Ct., Angela Dr., and Jennifer Dr.

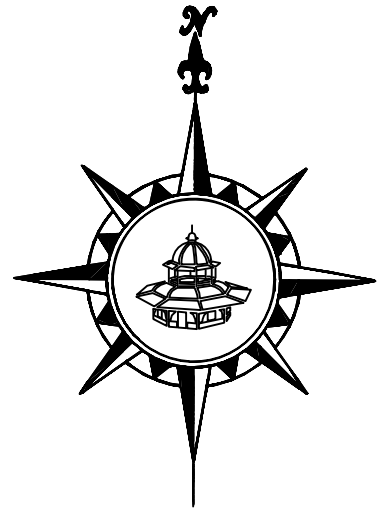
15. Village of Mt. Zion. Various streets (350 ADT) east of IL Route 121 and south of Spitler Park Dr. incl: May Ct., Mintler Dr., Mintler Ct., and Kirk Dr.

Location 4



**— MICROSURFACING, SINGLE PASS
W/ EDGE LINE STRIPING**

Location 5



ROAD

SUNNYSIDE

RAVINA PARK RD

HARRISON ST.

CENTER ST.

ELIZABETH

BURT

DR.

LN.

LN.

LN.

WILCOX

CAPTAIN

BAKER

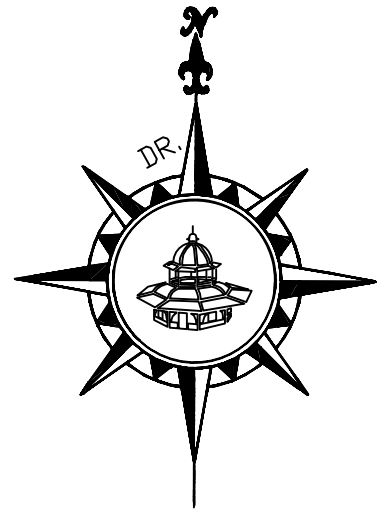
SULLIVAN

DR.

**CAPE SEAL
W/ EDGE LINE STRIPING**



Location 6



FOREST CREST

MIDIRON DR.

HERITAGE

RD.

FERRIS

DR.

GREENVIEW

HERITAGE

TAYLOR RD.

DR.

US 51

US 51

MT. GILEAD

**— MICROSURFACING, SINGLE PASS
W/ EDGE LINE STRIPING**



Project Name: 2022 Microsurfacing Project Project Number: 2022-24 Bid Date: Thursday, June 23, 2022 Time: 10:00 A.M. Fund: Motor Fuel Tax and Local fund Organization Code: Object Code:				Engineer's Estimate City Engineering Division		Microsurfacing Contractors, LLC 13940 St. Charles Rock Rd Bridgeton, MO 63044		Asphalt Stone Company P.O. Box 1088 Jacksonville, IL 62651	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
40400118	MICRO SURFACING, SINGLE	12,479	SQ YD	\$5.00	\$62,395.00	\$4.37	\$54,533.23	\$4.80	\$59,899.20
40500001	FIBER-MOD CRACK SEALING	1,662	FOOT	\$8.00	\$13,296.00	\$5.01	\$8,326.62	\$8.18	\$13,595.16
40500061	CAPE SEAL (URBAN)	59,020	SQ YD	\$7.00	\$413,140.00	\$6.97	\$411,369.40	\$8.24	\$486,324.80
40500061	CAPE SEAL (RURAL)	76,241	SQ YD	\$7.00	\$533,687.00	\$6.97	\$531,399.77	\$6.52	\$497,091.32
78000100	THERMO PVMT MARK L&S	230	SQ FT	\$8.00	\$1,843.20	\$9.00	\$2,073.60	\$9.00	\$2,073.60
78000400	THERMO PVMT MARK 6"	26,465	FOOT	\$2.00	\$52,930.00	\$2.05	\$54,253.25	\$2.05	\$54,253.25
78000650	THERMO PVMT MARK 24"	205	FOOT	\$8.00	\$1,640.00	\$8.50	\$1,742.50	\$8.50	\$1,742.50
78001110	PAINT PVMT MARK 4"	73,219	FOOT	\$0.20	\$14,643.80	\$0.18	\$13,179.42	\$0.18	\$13,179.42
X7010216	TRAFFIC CONT AND PROT (SP)			\$20,000.00	\$20,000.00	\$15,720.00	\$15,720.00	\$48,306.81	\$48,306.81
Z0048665	RR PROT LIABILITY INSUR	1	LSUM	\$5,000.00	\$5,000.00	\$7,400.00	\$7,400.00	\$6,000.00	\$6,000.00
TOTAL BIDS (AS CORRECTED)				\$1,118,575.00		\$1,099,997.79		\$1,182,466.06	
Percent Over Under ENGINEER'S ESTIMATE						-1.66%		5.71%	



Paul E. Caswell, P.E., City Engineer

6-28-22
Date

Public Works

DATE: 6/27/2022

MEMO: 2022-36

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matt Newell, Public Works Director
Jessica Taylor, Purchasing Supervisor

SUBJECT:

Resolution Accepting the Quote of Drake-Scruggs Equipment Inc. for the Purchase of One (1) 2022 F550 Extended Cab Bucket Truck

SUMMARY RECOMMENDATION:

Staff recommends approval of a resolution accepting the quote of Drake-Scruggs Equipment Inc. to provide a 2022 F550 Extended Cab bucket truck to the City in the amount of \$175,648.20.

BACKGROUND:

The Municipal Services Division has requested a new bucket truck to replace our existing bucket truck which is used for traffic signal and street light maintenance. The current vehicle is being replaced due to age and condition.

Competitive quotes were solicited from area bucket truck providers to install the bed, bucket unit, outriggers, etc. onto a 2022 F550 extended cab chassis. The extended cab chassis will be obtained through the State of Illinois Joint Purchasing Contract. Three (3) area up-fitters were contacted, only one supplier provided a quote. The quote by Drake-Scruggs Equipment Inc. appears to be reasonable for the work required. They have provided other bucket truck units for the City.

The proposed bucket truck is to replace the vehicle listed below.

<u>Unit#</u>	<u>Asset#</u>	<u>Year</u>	<u>Description</u>	<u>Hours</u>	<u>VIN#</u>
515	10441	2002	Ford F450	3096	1FDSX20526EA68948
Poor					

The vehicle is expected for delivery within 120 days.

DISPOSAL OF VEHICLE : The above vehicle will be traded in as part of the purchase.

LEGAL REVIEW: There are no contracts for legal to review.

PRIOR COUNCIL ACTION: None

STAFF REFERENCE: Matt Newell, Public Works Director, Dan Mendenall, Municipal Services Manager. Matt Newell will be in attendance to answer any questions.

BUDGET/TIME IMPLICATIONS:

Funding is provided in the FY2022 Budget.

ATTACHMENTS:

Description	Type
Resolution Accepting the Quote of Drake-Scruggs Equipment Inc. for the Purchase of One (1) 2022 F550 Extended Cab Bucket Truck	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE QUOTE OF DRAKE-SCRUGGS EQUIPMENT INC.
FOR THE PURCHASE OF ONE (1) 2022 F550 EXTENDED CAB BUCKET TRUCK**

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

Section 1. That the Drake-Scruggs Equipment Inc. quote received for one (1) 2022 F550 Extended Cab Bucket Truck, presented herewith as Exhibit A be, and it is hereby, received, and placed on file.

Section 2. That the cost of Drake-Scruggs Equipment Inc., in the amount of \$175,648.20, be accepted and a purchase order be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and Drake-Scruggs Equipment Inc., for their quote price of \$175,648.20.

Section 4. That the City Manager be, and is hereby, authorized and directed to affect payment for the acquired equipment with terms and conditions as determined by the City Treasurer and approved by the City Manager,

PRESENTED and ADOPTED this 5th day of July 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



Drake-Scruggs Equipment Inc

Home Office

2000 S. Dirksen Parkway

Springfield, IL 62708-

(217) 753-3871

Fax (217) 753-2760

City of Decatur

Attn: Mr. Chris Bergschneider

1 Gary K. Anderson Plaza

Decatur, IL 62523-0000

Tel. (217) 620-9852

Fax

We are pleased to quote to you, the equipment described below delivered F.O.B., Decatur, IL in accordance with specifications attached:

Quote Number **013522-0**

Per the following specification we are quoting:

Drake-Scruggs Equipment to provide and install a Versalift VST-40-I, Knapheide body and other accessories on 2022 Ford F550 4x4 Super cab chassis with a diesel engine and 84"CA.

NOTE: THIS IS AN ESTIMATE ONLY. ANY ADDITIONAL SURCHARGES THAT ARE INCURRED WILL BE ADDED TO THE FINAL TOTAL PRICE.

NOTE: SHIPPING IS ESTIMATED.

* **Total** ----- **\$175,648.20**

Delivery ARO Days

State and municipal sales taxes are to be added if applicable. FET shall be added if applicable.

Terms are Net 10. This Quote is valid for a period of 30 days from Tuesday, June 7, 2022.

The goods described herein will be sold subject to the additional provisions and our regular warranty printed on the next page hereof. We thank you for the courtesy extended to us, and hope to be favored with your acceptance of this proposal. Your acceptance of this proposal will not be binding upon us until one of our salesmen and an authorizing person of your company approves this proposal hereon in writing. No parts shall be ordered until a signed copy of this form and/or a P.O. has been received.

ACCEPTED:

Date: _____

PO #

Respectfully Submitted,

Drake-Scruggs Equipment Inc.

Quote Prepared By James Arnold

Firm Name: _____

By: _____ By: _____

Michael Reed, Sales Representative



Drake-Scruggs Equipment Inc.

ADDITIONAL PROVISIONS

1. Occasions in which Drake-Scruggs Equipment Inc is to supply the cab and chassis for a customer it shall be invoiced to you upon delivery to Drake-Scruggs Equipment.
2. If, for any reason, delivery is not made within 10 days from the date specified, the cash selling price quoted herein will be subject to adjustment to conform to our regular cash selling price of the goods covered by this proposal in effect at the time of delivery. If the price adjustment results in an increase in price, you shall have the privilege of accepting delivery at the increased price or canceling your acceptance of this proposal by giving written notice of such cancellation to us within 5 days after notice of such price increase is given to you.
3. You agree to accept the goods covered by this proposal, as fulfilled thereof, with such changes in design and materials, or either of them, which we might make.
4. If any sales or excise taxes now in effect, shall be increased, or any new sales, excise, floor or processing taxes shall be imposed by federal, state, or local laws, you are to reimburse us for any and all such increased or new taxes that we may be required to pay or to reimburse to others by reason of the manufacture, purchase or sale of the articles and equipment covered by this proposal. The amount of such increased or new taxes may be billed as a separate item or added to the price of the articles and equipment to which they are applicable at our option.
5. We shall not be responsible for loss, damage, or delays in transportation after shipment, nor for failure to supply any goods covered by this proposal or to deliver the same on time where prevented by strikes, fires, or accidents, or by the demand exceeding the available supply, or by any other cause beyond our reasonable control.
6. Any cost incurred by Drake-Scruggs Equipment, Inc. as a result of either cancellation or change orders shall be passed to the buyer.

*Delivery time is only an estimate. This time may change due to unforeseen problems.

WARRANTY

DRAKE-SCRUGGS EQUIPMENT, INC. Warrants each new article to be free from defects in material and workmanship under normal use and service, its obligation under this warranty being limited to making good any part or parts thereof which shall be returned to it with transportation charges prepaid, and which its examination shall disclose to its satisfaction to have been thus defective, provided that such part or parts shall be so returned to it not later than (90) days after delivery of such article to the original purchaser. This warranty is expressly in lieu of all other warranties expressed or implied and of all other obligations or liabilities on its part, and it neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale of its equipment.

This warranty shall not apply to any article which shall have been repaired or altered outside of its shop in any way so as, in its judgment, to affect its stability, nor which has been subject to misuse, negligence or accident. Warranty on all new equipment is subject to the individual manufacturer as attached.

Your Drake-Scruggs installed equipment is warranted from defects and workmanship for one year from the date of delivery. Included is one free field service trip within this warranty period. Normal travel charges will apply after this initial trip during the one year warranty period. After expiration of the one year warranty, normal travel, labor and material charges will apply. The one year warranty only applies to new components sold and installed by Drake-Scruggs Equipment Inc. Normal maintenance, repairs due to lack of maintenance and equipment transfers from chassis to chassis are not included in this warranty.

Aerial

Versalift VST-40-I, 40' 4", insulated, telescopic aerial platform lift with material handling capabilities.

Features:

- Full pressure turret mounted lower controls with override.
- Engine start / stop located at the platform and lower controls.
- Continuous rotation, with additional slip ring for start / stop feature.
- Open center hydraulic system, rated for 6 gpm at 3000PSI.
- Telescopic upper boom featuring the patented "Electrogard" with fiberglass inner boom meeting ANSI A92.1990 requirements for category C, 46 KV and below, fully retracted.
- Lower boom insert providing 12" insulation gap that meets ANSI A92.1990 requirements.
- Electrogard and fiberglass finished with white urethane paint over white gel coat.
- Non - lube bearings.
- One set of hydraulic tool outlets at platform. (Throttle control recommended)
- 17 gallon integral hydraulic oil reservoir filled with oil and dual sight gauges.
- Master / slave hydraulic leveling system with upper control offering tilt for clean out and/or rescue.
- Ratchet style tie down and support for outer boom.
- 2 each, operator's and service manuals.
- ANSI A92.1990 data plate.

Lower controls on turret with standard rotary joint.

TruGuard™ dielectric isolating system with 4-Axis right hand single stick control in lieu of the quoted 3 axis controller.

Heavy duty rotator and platform support. Required with the platform elevator.

Platform elevator (reduces the platform capacity by 100 lbs). The elevator lifts the platform 24" vertically using a telescopic cylinder. This option adds seven inches of length from the centerline of the platform rotator and is not available with aluminum platform.

One set of hydraulic tool outlets at platform with quick disconnect fittings.

Closed 24"x 30"x 42" platform with one step to the curbside.

Platform cover, nylon /vinyl 24" X 30"

Plastic liner for 24"x30" platform with molded step.

Standard category C 46KV and below dielectric certification.

Platform capacity of 300 lbs with the jib installed, 400 lbs with the jib removed. 1000 lbs jib capacity.

Hydraulic articulating dual arm jib and winch package for up to 1000lbs.

Standard 46.25" tall pedestal.

Two speed throttle control for Ford F-550 with 6.7L diesel engine, Automatic transmission, PTO

Emergency Power Insulated 12 VDC hydraulic system at platform and pedestal

Auto boom latch for mounting on outer boom Electrogard.

Aerial painted Universal White urethane.

Main modified A-Frame outriggers located in the first vertical compartments.

Outrigger boom interlock system.

Outrigger valves for motion alarm.

PTO and gear pump, with 8 gpm minimum, to power the aerial unit.

Manufacturer's recommended amount of hydraulic oil to provide power to the unit.

Body

Knapheide 6132D54 Steel Service Body

Overall Length: 133 1/4" Overall Width: 94"

Compartment Height 40" Compartment Depth: 20"

Features:

- 14-gauge galvanized steel
- 12-gauge tread plate steel floor
- 12" slam style tailgate
- stainless steel hinges and latches
- The body is to be completely immersed in electrodeposition gray epoxy prime paint featuring a zinc phosphate precoat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard durable finish

Compartmentation:

Streetside

1st Vertical

- 2 adjustable shelves with dividers
- Outrigger cutouts

2nd Vertical

- 2 adjustable shelves with dividers

Horizontal

- Open

Rear Vertical

- 2 adjustable shelves with dividers

Curbside

1st Vertical

- 2-3-2 swivel hook set
- Outrigger cutouts

2nd Vertical

- 2 adjustable shelves with dividers
- 2-3-2 swivel hook set

Horizontal

- One adjustable shelf with dividers

Curbside Access with gripstrut step and 2 grab handles, one standard and one pool style

Tailshelf

- 24"L x 94"W x 6"H
- Thru tunnel with drop down access doors on both sides

- LED S/T/T light kit
- 3"H top rail around perimeter of tailshelf

20" X 18" DSE Imprinted Mudflap

Drake Scruggs shop to fabricate full cab guard over chassis built out of 2" square tubing with the top having solid sheet steel over the windshield and expanded metal over the hood area. Access ladder and grab rail on the curbside behind the cab.

Chassis

2022 Ford F-550 4x4 Super cab chassis. Spec available upon request.

Safety Equipment

Two Buyers rubber wheel chocks with rope eyes 10" L x 6" H x 8" W .

Polyurethane 18" x18" x 1" outrigger pad with a rope style handle.

One (1) Triangle reflector kit. Shipped loose.

Towing Equipment

One (1) ICC bumper with safety D-rings installed at the rear of the unit.

Six prong trailer socket installed at the rear of the unit adjacent to the pintle hitch location.

2 5/16 " ball - receiver tube mounted pintle hitch. 8 ton capacity.

Lighting

Ecco model 3455A Signal Bar Kit: LED Safety Director, 9 flash patterns, in-cab controller, 55' cable, LED, 12VDC, amber.

- Mounted on the tailshelf
- 50" aluminum shield/shroud installed above the light for protection

(8) Ecco model ED3777AW Directional LEs: Dual-color, multi-mount amber/white.

- (2) in the front grill
- (2) towards the front of the body; 1 on each side
- (2) towards the rear of the body; 1 on each side
- (2) on the back of body at tailshelf
- Flood/puddle wired to a switch in the cab
- Strokes wired to a separate switch in the cab

Misc

Ford Leaf Spring installed on streetside

Unit certification. Includes dielectric test, stability test, clean and weigh prior to delivery.

Trade In:

DSE will offer \$5500 on the 2007 F450 Diesel 4x2 with 53759 miles / SST37 EIH 3092 hours (miles and hours of 3/17/2022). Aerial unit and truck to be in working condition, No engine lights and to have only minor additional wear and tear and have no needed major repairs. A complete and thorough inspection will be done upon arrival to Springfield, IL. Customer to be informed and billed accordingly.

Quote Number: 013522-0

Total for One Unit	\$113,088.20
Chassis Price	\$68,060.00
Subtotal	\$181,148.20
Less Trade In	\$5,500.00
Grand Total	\$175,648.20

If chassis is paid for at the time of delivery to Drake-Scruggs Equipment Inc., deduct \$700.00 from the above total price. Title will be held until unit is paid in full

FOB: Decatur, IL

State and municipal sales taxes are to be added if applicable.

FET shall be added if applicable.

Public Works

DATE: 6/29/2022

MEMO: 2022-35

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Matthew Newell, P.E., Director of Public Works
Keith Alexander, Water Production Manager

SUBJECT:

Resolution Authorizing Agreement with Concentric Integration, LLC for South Water Treatment Plant PLC Upgrades Phase 1 City Project 2022-32

SUMMARY RECOMMENDATION:

Council adopt the attached Resolution Authorizing an Agreement with Concentric Integration, LLC for South Water Treatment Plant PLC Upgrades Phase 1 for a lump sum fee of \$316,370.

BACKGROUND:

The majority of the South Water Treatment Plant's (SWTP) critical infrastructure is operated by a sophisticated Supervisory Control and Data Acquisition (SCADA) system. The system consists of a large number of interconnected mechanical, electrical and digital hardware and software components.

In 2020, at the City's request, Concentric Integration (Concentric) produced a plan to identify the upgrades for the SWTP's SCADA system to assure functionality and reliability. With supply line problems and rapidly increasing materials costs it is recommended that the Programmable Logic Controller (PLC) upgrades planned for 2023 begin now to allow the necessary engineering design and component delivery.

For this project, Concentric will provide electrical and PLC equipment, hardware, labor, project management, design, programming, installation, startup and critical spare parts that are listed on pages 1 through 4 of the attached agreement.

It is recommended that Concentric be awarded this agreement as it is the firm that is most familiar with the SWTP SCADA system, has provided high quality services in a highly responsive manner for many years, and is located in Illinois.

LEGAL REVIEW:

The agreement was forwarded to Legal for review on June 10, 2022.

PRIOR COUNCIL ACTION:

- April 2021 – Council authorized a Support Services Agreement with Concentric Integration, LLC for SWTP SCADA System for \$34,260.
- April 2019 – Council authorized a two year Support Services Agreement with Concentric Integration, LLC for SWTP SCADA System for \$70,105.

POTENTIAL OBJECTIONS: None foreseen

INPUT FROM OTHER SOURCES:

Crawford, Murphy and Tilly, an engineering services firm that the City has hired for other recent SWTP projects, has reviewed this project and determined that it is compatible with recent and upcoming SWTP improvement projects.

STAFF REFERENCE: Matt Newell, Public Works Director, Keith Alexander, Water Production Manager. Matt Newell will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

Funding will be provided from the Public Works Water Capital Fund 81. This project is not in the FY 2022 budget but has now been designated as a high priority due to the 4 to 10 month SCADA equipment delivery lead time. In order to fund this project, a lower priority project, William Street Pump Station Valve and Meter Improvements, will be deferred until next year.

ATTACHMENTS:

Description	Type
Resolution Authorizing Agreement with Concentric Integration, LLC for South Water Treatment Plant PLC Upgrades Phase I City Project 2022-32	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AGREEMENT
WITH CONCENTRIC INTEGRATION, LLC FOR
SOUTH WATER TREATMENT PLANT PLC UPGRADES PHASE 1
CITY PROJECT 2022-32**

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

Section 1. That the Agreement presented to the Council herewith as Exhibit A and made part hereof, between Concentric Integration, LLC and the City of Decatur, Illinois, be, and the same is hereby, received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Concentric Integration, LLC for a lump sum fee of \$316,370.

PRESENTED AND ADOPTED this 5th day of July, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



EXHIBIT A Project Agreement

June 10, 2022

Mr. Randall Weaver
Maintenance Supervisor
City of Decatur, IL
1155 S. Martin Luther King Jr Drive
Decatur, IL 62521

Subject: Plant PLC Upgrades Ph1

Concentric Project Number: 212493

Dear Mr. Weaver:

The existing control panels at the treatment plants have reached the end of their serviceable life due to the Allen-Bradley SLC PLC/OITs becoming obsolete. If these control panels are not upgraded soon, the City risks an unplanned failure that will cost an excessive amount of time and money to resolve.

Concentric recommends that the control systems are upgraded in phases to distribute the financial impact of the updates across multiple budget years. Concentric recommends that the City begins the upgrade process by upgrading the SCC-1, SCC-1A, and SCC-6 PLCs. The SCC-1A panel contains the logic processing unit that controls the inputs/outputs (I/O) in the SCC-1 panel. SCC-6 was added to bring in additional signals that could not be added to the existing SCC-1A logic processor due to the processor being at logical memory capacity. This same limitation creates a burden on the plant that doesn't allow for programming modifications or additions. Concentric recommends that these three panels be updated using the same Allen-Bradley ControlLogix I/O that is being added in the Clarifier Conversion project and was also added in the 2014 Johnson Controls project.

Scope of Services

Equipment

Concentric will provide the following equipment:

1. Qty One (1) Control Panel with the following components mounted and wired inside a floor-standing NEMA 4 rated enclosure:
 - a. Allen Bradley ControlLogix PLC consisting of the following:
 - i. Qty One (1) Allen Bradley 1756-L83E PLC processor
 - ii. Qty Two (2) Allen Bradley 1756-A17 PLC rack
 - iii. Qty Three (3) Allen Bradley 1756-EN2T Ethernet communication modules



- iv. Qty One (1) Allen Bradley 1756-IB16 DC digital input card
 - v. Qty five (5) Allen Bradley 1756-OW16I relay output cards
 - vi. Qty five (5) Allen Bradley 1756-IF16IH isolated analog input cards
 - vii. Qty four (4) Allen Bradley 1756-OF8I isolated analog output cards
 - viii. Qty eleven (11) Allen Bradley 1756-AI16 120VAC digital input cards
 - b. Qty one (1) APC SmartUPS
 - c. Other miscellaneous components as required for a complete panel, including circuit breakers, fuses, terminal blocks, wiring duct, etc.
- 2. Qty one (1) Allen Bradley 2715P-T12WD 12" operator touchscreen interface
 - 3. Qty one (1) Serial to Ethernet Bridge Adapter

Labor

Project Management

- 1. Plan, schedule, and coordinate the activities that must be performed to complete the Project.
- 2. Coordinate a phone-based kick-off call.
- 3. Provide monthly project status updates via email.
- 4. Attend coordination meetings as required.

Panel Design

- 1. Control Panel Design
 - a. Design one panel to replace the current three control panels currently housing SCC1, SCC1A, and SCC6
 - b. Design one termination panel (using existing control panel enclosure) for the extension of select SCC1A panel IO wires.

Programming

- 1. Telemetry logic migration
 - a. Migrate the telemetry communications logic into the existing SCC1C 1756-L72 ControlLogix processor.
 - b. Program the protocol serial to Ethernet bridge to bridge telemetry PLCs through the existing serial radio network.
- 2. PLC Logic Migration



- a. Migrate existing SCC1 SLC logic, SCC6 Micrologix logic, and SCC1C ControlLogix logic into 1 single 1756-L83E controller.
- b. Migrate existing Panelview Plus 6 screens on SCC1C into a Panelview 5000 application.
- c. Create Critical Alarm tags for Panelview 5000.
2. SCADA programming
 - a. Update iFix IO Tags for the telemetry system to read from SCC1C instead of SCC1
 - b. Update iFix IO tags for SCC1, SCC1A, and SCC6 SCADA tags to communicate with new processor
 - c. Update iFix Alarm tags for SCC1, SCC1A, and SCC1C.

Installation

1. Install serial to Ethernet bridge into existing SCC1C control panel
2. Install upgraded PLC processor into existing SCC1C control panel
3. Provide removal of existing SCC1, SCC1A, and SCC6 control panels
4. Install new control panel
5. Install new Termination Extension Panel
6. Install new Panelview 5000 in existing SCC1C control panel

Startup

1. Telemetry Startup
 - a. Provide startup and testing for the relocated telemetry logic and SCADA control.
 - b. Prior the removal and installation of the new control panel, the telemetry system migration must be completed.
2. Control Panel Startup
 - a. Provide startup and testing of the new control panel(s) and SCADA control.

Option 1 Spare Parts

- a. Qty one (1) Allen Bradley 1756-PA75 PLC Power Supply
- b. Qty one (1) Allen Bradley 1756-IB16 DC digital input card
- c. Qty one (1) Allen Bradley 1756-OW16I relay output cards
- d. Qty one (1) Allen Bradley 1756-IF16IH isolated analog input cards
- e. Qty one (1) Allen Bradley 1756-OF8I isolated analog output cards
- f. Qty one (1) Allen Bradley 1756-AI16 120VAC digital input cards
- g. Qty one (1) Allen Bradley 1756-EN2T Communications Module



Option 2 Spare Processor

- a. Qty one (1) Allen Bradley 1756-L83E PLC Processor

Fee – Please select the desired scope and fee below

- ☐ Our fee for the above scope is a lump sum of \$291,580.

Option 1 Spare Parts is a lump sum of \$12,220

- ☐ Our fee for the above scope, including Option 1 Only is a lump sum of \$303,800.

Option 2 Spare Processor is a lump sum of \$12,570

- ☐ Our fee for the above scope, including Option 1 and Option 2 is a lump sum of \$316,370.

This agreement is valid for 90 days from the date issued.

Concentric Assumptions / Customer Responsibilities

1. Customer will assign an initial project manager at the project kickoff meeting.
2. Customer will run the equipment controlled by SCC1, SCC1A, and SCC6 in hand during the installation and startup of the new control panel(s)
3. Customer will provide site access for installation, programming, and startup during Customer's normal business hours. Work outside of Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
4. Customer understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Customer to repair, as-needed, under a separate contract.
5. Customer will dispose of/recycle any removed equipment.
6. Customer understands that software/materials purchased outside Concentric may require regular support, and it will coordinate directly with the manufacturer to identify support costs for future budgeting purposes.

Project Schedule

Our estimated project schedule will be agreed upon at the project kickoff meeting.



Warranty

The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

- ☒ DOES apply
☐ DOES NOT apply

Standard Terms and Conditions References

Effective Date: The Effective Date of this Agreement and the associated Standard Terms and Conditions shall be the date this Agreement is accepted as shown by Customer's dated signature below.

Third Party Materials (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- ☒ DOES apply
☐ DOES NOT apply

Notices: Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing

Standard Terms and Conditions

Concentric Integration, LLC's Terms and Conditions attached to this document are hereby incorporated into this Project Agreement. By signing below, each of the undersigned represents and warrants that Concentric Integration, LLC's Standard Terms & Conditions are legal, valid and binding obligations upon the parties for which they are the authorized representative.



Acceptance

If this agreement is acceptable, please sign one copy and return to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

Michael D. Klein, PE
President
MDK

CUSTOMER:
CITY OF DECATUR, IL

ACCEPTED BY: _____

Mayor: _____

DATE: _____

City Clerk: _____



TERMS AND CONDITIONS

THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL PRODUCTS AND SERVICES WHICH MAY BE PROVIDED BY CONCENTRIC INTEGRATION, LLC ("CONSULTANT"). A WRITTEN PROPOSAL, SUPPORT SERVICES AGREEMENT, WORK ORDER, OR OTHER DOCUMENT THAT REFERENCES THESE STANDARD TERMS AND CONDITIONS IS REFERRED TO AS A "SIGNED ACCEPTANCE DOCUMENT." BY EXECUTING ANY SIGNED ACCEPTANCE DOCUMENT, YOU AGREE TO BE BOUND BY THESE STANDARD TERMS AND CONDITIONS. THE SIGNED ACCEPTANCE DOCUMENT AND THESE STANDARD TERMS AND CONDITIONS COLLECTIVELY CONSTITUTE THE "AGREEMENT".

1. Definitions.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through the ownership of voting securities, by contract or otherwise/ownership of more than fifty percent (50%) of the voting securities of a Person.

"Business Day" means a day other than a Saturday, Sunday, or other day on which federal banks are authorized or required by Law to be closed for business.

"Core System" means the information technology, system, and infrastructure, including computers, software, hardware, databases, electronic systems, and networks on or with which the System is intended to be built and operate, as set forth in the Signed Acceptance Document.

"Customer" means the customer as identified on the Signed Acceptance Document.

"Customer Materials" means the specific documents and materials, including specifications, software, hardware, systems, and technologies, that are provided or made available to Consultant or any of its Subcontractors by or on behalf of Customer in connection with this Agreement.

"Deliverables" means the System, including any and all Consultant Software, Consultant Hardware, Specifications, Documentation, Third-Party Materials, and other subject matter that Consultant (a) actually provides to Customer in connection with this Agreement or (b) is required to provide to Customer under this Agreement as identified in the Signed Acceptance Document.

"Designated Site(s)" means the Customer facility or facilities identified in the Signed Acceptance Document.

"Documentation" means any and all user manuals, operating manuals, and instructions, specifications, together with other documents and materials that may be specifically identified in the Signed Acceptance Document that Consultant provides or makes available to Customer in any medium and which describe the operation, use, support, or maintenance of the System.

"Effective Date" means the date on which Customer executes the Signed Acceptance Document.

"Consultant Hardware" means any computer or other equipment or device that is proprietary to Consultant and provided to Customer hereunder.

"Consultant Materials" means the Signed Acceptance Document, the Consultant Hardware, and all other Deliverables other than Third-Party Materials, and any and all information, code, custom developed applications, data, documents, drawings, materials, inventions, technologies, ideas, concepts, processes, methodologies, know-how, works, and other subject matter, including all software, hardware, systems, methods, processes, and devices, and all specifications, descriptions, requirements, plans, and reports, that Consultant or any of its Subcontractors conceives, discovers, designs, develops, reduces to practice, prepares, makes, modifies, improves or, other than Customer Materials and Third-Party Materials, uses, exclusively or nonexclusively in connection with the Services or this Agreement.

"Consultant Personnel" means all individuals involved in the performance of Services as employees or independent contractors of Consultant or any Subcontractor.



"Consultant Software" means any and all software (including any software interface or code) that is proprietary to Consultant and provided to Customer hereunder, whether (a) without modification, (b) modified by Consultant under this Agreement, or (c) developed by Consultant specifically for Customer.

"Intellectual Property Rights" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and other costs and fees incurred in enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Use" means use only by and for the benefit of Customer and solely for or in the ordinary course of Customer's internal business operations.

"Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"Specifications" means the Scope of Services for the System as described in the Signed Acceptance Document.

"System" means the integrated information technology system to be designed, developed, and provided by Consultant to Customer pursuant to this Agreement.

"Third-Party Materials" means materials and information, in any form or medium, including any software (including open source software), applications, documents, data, content, specifications, products, hardware or equipment, technology, or components of or relating to the System, in any form or media in which any person or entity other than Consultant owns an interest.

2. Engagement of Consultant; General Service Obligations.

2.1 Engagement of Consultant. Customer hereby engages Consultant, and Consultant hereby accepts such engagement, to provide the Deliverables and perform the system integration and other professional services related thereto as further described in the Signed Acceptance Document (collectively, the "Services") in accordance with the Agreement.

2.2 Project Management. Each party shall, throughout the Term of the Agreement, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. If either party's project manager ceases to be employed by such party or such party otherwise wishes to replace its project manager, such party shall promptly name a new project manager by written notice to the other party.

2.3 Changes. Either party may, at any time during the Term of the Agreement, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such changes in accordance with a written change order ("Change Order"). In the event that such changes cause an increase in Consultant's fee or time required for performance of any Services, whether or not reflected in any Change Order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Consultant, in its sole and absolute discretion, may withhold the provision or delivery of any Service or Deliverable for which additional compensation will be charged until its receipt of a Change Order and



written authorization from Customer. No changes will be effective unless and until memorialized in a written Change Order signed by both parties.

2.4 Subcontractors. Consultant may from time to time in its discretion engage third parties to perform the Services (each, a "Subcontractor").

3. Services.

3.1 Services Provided. Consultant will provide to Customer the Services described in the Signed Acceptance Document in accordance with the Agreement. Consultant will use commercially reasonable efforts to meet any performance dates specified in the Signed Acceptance Document, and any such dates are estimates only.

3.2 Third-Party Materials. The System may include or operate in conjunction with Third-Party Materials. If Third-Party Materials are included in or required for use with any of the Deliverables, Consultant will indicate this in the Signed Acceptance Document, or in a subsequent written notice given in accordance with Section 16.3 below, and provide a list of such Third-Party Materials upon request. All Third-Party Materials are provided pursuant to the terms and conditions of the applicable third-party license agreement. Customer shall comply with all such third-party license agreements for which Consultant provides a copy or link, as well as any applicable third-party license agreements which are posted in the "3rd Party Terms" document at www.goconcentric.com/standard-terms.

4. Customer Obligations.

4.1 Customer Resources and Cooperation. Customer shall timely provide such cooperation and assistance as Consultant reasonably requests to enable Consultant to perform the Services in accordance with the Signed Acceptance Document, including any applicable performance dates set forth therein. Without limitation of the foregoing, Customer shall timely:

- (a) perform all obligations identified as customer responsibilities in the Signed Acceptance Document;
- (b) provide the Customer Materials and all such other resources as may be specified in the Signed Acceptance Document;
- (c) provide Consultant Personnel with safe access to Customer's premises, the Core System and suitably qualified personnel;
- (d) ensure the Core System is set up and in working order to allow Consultant to perform the Services and deliver and, where applicable, install each Deliverable in accordance with the Signed Acceptance Document;
- (e) participate through suitably qualified and authorized Customer personnel in such meetings as may be scheduled by either party on at least ten (10) days' prior notice; and
- (f) provide all consents, approvals, notices and other communications as required under this Agreement and, where applicable, as specified in the Signed Acceptance Document.

4.2 Effect of Customer Failure or Delay. Consultant is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. In the event of any such delay or failure, Consultant may, in its sole discretion and by written notice to Customer, extend all such performance dates as Consultant deems reasonably necessary and, where applicable, amend the Signed Acceptance Document to reflect such extensions. The foregoing is in addition to, and not in lieu of, all other remedies Consultant may have for any such failure or delay by Customer.

4.3 Non-Solicitation. During the Term of the Agreement and for one (1) year after, Customer shall not, and shall not assist any other Person to, directly or indirectly, recruit or solicit for employment (or engagement as an independent contractor) any Person then or within the prior twelve (12) months employed by Consultant. In the event of a violation of this Section 4.3, Consultant will be entitled to liquidated damages equal to the compensation paid by Consultant to the applicable employee during the prior twelve (12) months.

5. Delivery: Testing and Acceptance.



5.1 Delivery. Consultant will deliver or cause to be delivered or made available to Customer each Deliverable in accordance with the Signed Acceptance Document. Except as otherwise expressly set forth in the Signed Acceptance Document, Consultant will deliver Consultant Software in binary code (object code) only. Customer acknowledges and agrees that Customer has no right or license under this Agreement to receive the source code for any Consultant Software.

5.2 Review and Acceptance. Acceptance of the Deliverables or System will be conducted as follows:

(a) Following delivery of any Deliverables provided for in a Signed Acceptance Document (including where applicable installation of the System), Customer will have fourteen (14) calendar days (the "Review Period") to thoroughly inspect and review the Deliverables and/or System and confirm that the Services have been completed in accordance with the Signed Acceptance Document (the "Project Acceptance Review"). Consultant has the right to observe or participate in all or any part of the Project Acceptance Review.

(b) Promptly upon the completion of the Project Acceptance Review, Customer shall notify Consultant in writing of its acceptance or, solely if the Project Acceptance Review identifies any material failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation (each, a "Nonconformity"), rejection of the Deliverables or System. Customer shall not unreasonably withhold its acceptance and shall include in any rejection notice a reasonably detailed description of the Project Acceptance Review conducted, the results thereof and each identified Nonconformity. The Deliverables or System will be deemed accepted by Customer upon the expiration of the Review Period if Customer has not delivered a notice accepting or rejecting the Deliverables or System prior to such expiration.

(c) Subject to Section 5.2(d), following receipt of a rejection notice, Consultant shall use commercially reasonable efforts to remedy the Nonconformities reported by Customer. Customer shall, at no charge to Consultant, provide all such cooperation and assistance as Consultant may reasonably request to assist Consultant's efforts to remedy Nonconformities. Upon Consultant's notice of its correction of the reported Nonconformities, Customer shall have an additional Review Period to conduct Project Acceptance Reviews to determine whether such Nonconformities have been remedied.

(d) The parties shall repeat the process set forth in Section 5.2(a) through Section 5.2(b) until Customer has accepted the Deliverables or System as set forth in Section 5.2(b), provided, however, if Customer issues more than three (3) rejection notices: (i) Customer may accept the Deliverables or System as nonconforming, in which case the parties agree to mutually negotiate any appropriate reduction in Fees to reflect the impact of the Nonconformities; or (ii) if Customer does not accept the System as nonconforming, either party may terminate this Agreement in accordance with Section 11.2(c) below.

(e) Consultant has the right to dispute, in good faith, Customer's rejection or qualified acceptance of the Deliverables or System by providing written notice to Customer of such dispute within fourteen (14) calendar days after Consultant's receipt of Customer's written notice of such rejection or qualified acceptance, as applicable. Consultant shall specify in the notice of dispute the basis of the dispute in sufficient detail to facilitate investigation by Customer and resolution by the parties. The parties shall first attempt in good faith to promptly resolve the dispute by negotiation and consultation between themselves. If the dispute is not resolved on an informal basis within ten (10) calendar days after Consultant's notice thereof, the parties shall seek to resolve the dispute pursuant to Section 11.5. Pending the resolution of such dispute, Consultant will have no obligation to correct any alleged Nonconformity or repair or replace any Deliverables.

This Section 5.2 sets forth Consultant's sole obligations and Customer's exclusive remedies for any failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation.

6. Maintenance and Support. During the Warranty Period, Consultant will provide to Customer System maintenance and support services as part of the Services and without additional charge.

7. Fees; Payment Terms.

7.1 Fees. Customer shall pay to Consultant the fees set forth in the Specification and Signed Acceptance Document ("Fees").



7.2 Time and Materials. Where the Services are provided on a time and materials basis:

(a) the Fees payable for the Services shall be calculated in accordance with Consultant's hourly fee rates for the Consultant Personnel set forth in the Specification and Signed Acceptance Document; and

(b) Consultant will issue invoices to Customer monthly in arrears for its Fees for time for the immediately preceding month, calculated as provided in this Section 7.2, together with a breakdown of any Reimbursable Expenses incurred during that period.

7.3 Fixed Price. Where Services are provided for a fixed price, the total Fees for the Services shall be the amount set out in the Specification and Signed Acceptance Document. The total Fees shall be paid to Consultant in installments as set out in the Specification and Signed Acceptance Document together with Customer's payment of any Reimbursable Expenses incurred by Consultant during the installment period. At the end of a period for which an installment is due under the Specification and Signed Acceptance Document, Consultant will issue invoices to Customer for the Fees and Reimbursable Expenses that are then payable for that period.

7.4 Reimbursable Expenses. Customer shall reimburse Consultant for all travel and out-of-pocket expenses incurred by Consultant in connection with performing the Services ("Reimbursable Expenses").

7.5 Fee Increases. The parties agree that for Services provided on a time and materials basis, Consultant may increase its standard fee rates specified in the Specification and Signed Acceptance Document upon ninety (90) days prior written notice to Customer.

7.6 Payment Terms. Customer shall pay all Fees and Reimbursable Expenses on or prior to the due date therefor set forth in the Specification and Signed Acceptance Document or, where the Specification and Signed Acceptance Document does not specify such date, within thirty (30) days after the date of Consultant's invoice therefor. Customer shall make payments to the address or account specified in the Specification and Signed Acceptance Document or such other address or account as is specified by Consultant in writing from time to time.

7.7 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a) Consultant may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

(b) Customer shall reimburse Consultant for all costs incurred by Consultant in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for ten (10) calendar days following written notice thereof, Consultant may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension. When such default is cured by Customer, the amount to be paid for the scope of work will be equitably increased to account for Consultant's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and the time for Consultant to complete the scope of work will be equitably extended to account for such suspension.

7.8 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Consultant's income.

7.9 No Deduction or Setoff. Customer shall pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by Consultant whether under this Agreement, applicable Law or otherwise and whether relating to Consultant's breach, bankruptcy or otherwise.

7.10 Prompt Payment Laws. In the event of a conflict between the provisions of this Section 7 and any applicable "prompt payment" laws or regulations within the State of Illinois, including without limitation the Local Government Prompt Payment Act, 50 ILCA 505/1 and the Contractor Prompt Payment Act, 815 ILCS 603/1 (collectively the "Illinois Prompt



Payment Laws”), the provisions of the Prompt Payment Laws shall control. Consultant shall have all remedies that may be available at law, in equity, or otherwise with respect to Customer’s payment obligations hereunder and pursuant to the Illinois Prompt Payment Laws.

8. **Intellectual Property Rights.** The following provisions shall govern all Intellectual Property Rights which may arise in the course of performing this Agreement.

8.1 **Consultant Materials.** All right, title, and interest in and to (a) the Consultant Materials and (b) all works, inventions and other subject matter incorporating, based on or derived from any Consultant Materials, including all customizations, enhancements, improvements and other modifications thereof (collectively, “Derivatives”), in each case (subclause (a) and subclause (b)) by whomsoever made and including all Intellectual Property Rights therein, are and will remain, as appropriate, with Consultant. Customer has no right or license with respect to any Consultant Materials or Derivatives except as expressly licensed under Section 9.1, in each case subject to Section 9.2. Consultant expressly reserves all other rights in and to the Consultant Materials and Derivatives. If Customer permits any third party to access or modify the Consultant Materials, Customer must do so pursuant to a written agreement that: (i) prohibits such third party from using, disclosing or distributing the Consultant Materials for any purpose other than as reasonably necessary to facilitate Customer’s internal use of the Deliverables provided hereunder; and (ii) prohibits such third party from removing, obscuring or altering any legal notices or copyright management information included in or upon the Consultant Materials; and (iii) states that such third party shall not disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Consultant Materials. Customer acknowledges that permitting a third party to modify the Consultant Materials shall void the warranty set forth in Section 12 below.

8.2 **Customer Materials.** As between the parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein, subject only to the license granted under Section 9.3. Customer expressly reserve all other rights in and to the Customer Materials.

8.3 **Third-Party Materials.** All right, title, and interest in and to the Third-Party Materials, including all Intellectual Property Rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any Third-Party Materials except as expressly licensed under such third-party license agreements.

(a) **Reseller Products.** In some cases, Consultant or its affiliated entities will act as a reseller of Third-Party Materials, which are referred to as “Reseller Products” for convenience. Customer acknowledges that Consultant may receive compensation in the form of a commission or profit share in connection with Reseller Products. All Reseller Products are warranted solely by the original manufacturer’s warranty. Customer will be deemed to contract directly with the licensor or seller of any Reseller Products, and will be directly responsible for complying with any license, end user license agreement, or other terms and conditions associated with Reseller Products.

(b) **Licensed Embedded Products.** “Licensed Embedded Products” means any software component that is provided by Consultant from a licensed development platform utilized by Consultant. Regarding all Licensed Embedded Products, Customer will be deemed an authorized end user, and Consultant grants Customer a royalty-free, fully paid-up, non-exclusive right and license to use and execute the Licensed Embedded Products as part of the Consultant Materials and Deliverables provided hereunder or in the future. With respect to all Licensed Embedded Products, Customer agrees: (i) Customer is prohibited from distribution of the Licensed Embedded Products; (ii) all Licensed Embedded Products are warranted solely by the original manufacturer’s warranty; (iii) any and all liability of Licensed Embedded Product licensors and suppliers shall be limited to the maximum extent permitted by applicable law; and (iv) Customer may not attempt to disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Licensed Embedded Products. Customer agrees to review and comply with any other terms and conditions associated with Licensed Embedded Products which are posted from time to time in the “3rd Party Terms” document at www.goconcentric.com/standard-terms.

(c) **Open Source Products.** “Open Source Products” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License,



or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled. Consultant will identify any Open Source Products which are incorporated into the Consultant Materials and post or link to the applicable license agreement associated with any such Open Source Products on its website. Customer acknowledges that it has access to such information and a duty to read and comply with the applicable license agreements.

(d) No Third-Party Materials Representations or Warranties. Customer's remedies with respect to all Third-Party Materials will be limited to whatever recourse may be available against the applicable licensor thereof. Without limiting the generality of the foregoing, wherever Consultant may agree to provide configuration, installation, or deployment services relating to any Third-Party Materials, any warranties of Consultant relate to and are applicable to Consultant's Services only, not to Third-Party Materials. CONSULTANT MAKES NO REPRESENTATIONS, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ANY THIRD-PARTY MATERIALS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS USE OF THIRD-PARTY MATERIALS IS AT CUSTOMER'S SOLE RISK AND THAT THIRD-PARTY MATERIALS ARE RECOMMENDED BY CONSULTANT "AS IS" AND WITHOUT WARRANTY OF ANY KIND FROM CONSULTANT INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. Licenses.

9.1 Consultant License. Subject to and conditioned upon Customer's payment of the Fees and compliance with Section 9.2 and all other applicable provisions of this Agreement, Consultant hereby grants to Customer a fully paid-up and royalty-free, non-transferable, non-sublicensable license exercisable in perpetuity, solely: (a) to install, operate, and use the System (including Consultant Software in object code only) for the Permitted Use in the Core System at the Designated Site(s) in accordance with the Documentation; and (b) to use the Documentation and other Deliverables in connection therewith.

9.2 Consultant License Restrictions. Customer shall not, and shall not permit any other Person to, access or use any Consultant Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, with respect to all Consultant Materials, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Consultant Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Consultant Materials to any other Person, including through or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Consultant Materials or any part thereof;
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Consultant Materials, including any copy thereof;
- (e) use any Consultant Materials in a manner or for any purpose that infringes, misappropriates, or otherwise violates any Law or Intellectual Property Right;
- (f) use the Consultant Materials for purposes of competitive analysis of the System, the development of a competing system, product or service, or any other purpose that is to Consultant's commercial disadvantage;
- (g) use any Consultant Materials in, or in association with, the design, construction, maintenance or operation of any hazardous environments, systems, or applications; or,
- (h) otherwise use the Consultant Materials beyond the scope of the license granted under Section 9.1.

9.3 Customer Materials License. Customer hereby grants to Consultant a fully paid-up and royalty-free, non-exclusive right and license to use, reproduce, perform, display, distribute, modify, and create derivative works and improvements of the Customer Materials to perform the Services or to further develop and improve the Consultant Materials



as necessary or desirable to perform the Services. This license commences upon Customer's first delivery of Customer Materials to Consultant and is irrevocable and perpetual.

10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement, each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). Subject to Section 10.2, "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, the Consultant Materials are the Confidential Information of Consultant.

10.2 Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

- (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
- (b) except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as set forth in this Section 10.3.
- (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and
- (d) ensure its Representatives' compliance, and be responsible and liable for any of its Representatives' noncompliance, with this Section 10.

10.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 10.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

11. Term and Termination.

11.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Signed Acceptance Document ("Term").



11.2 Termination. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the Owner may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party: (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, Concentric shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the Owner shall receive reproducible copies of Drawings, Custom Developed Applications and other documents completed by Concentric

11.3 Effect of Termination Pursuant to Section 11.2. Upon any expiration or termination of this Agreement:

(a) Consultant shall immediately cease all use of and within five (5) days deliver to Customer, or, if return is impractical, shall destroy, all documents and tangible materials containing, reflecting, incorporating or based on the Customer Materials or Customer's Confidential Information; provided, however, that Consultant may retain one archival copy of the Customer Materials and Customer's Confidential Information to the extent Consultant requires or will require such Customer Materials or Confidential Information to meet its internal recordkeeping requirements or perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(b) Customer shall (i) immediately cease all use of and within five (5) days deliver to Consultant, or at Consultant's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on the Consultant Materials or Consultant's other Confidential Information; and (ii) permanently erase the Consultant Materials and Consultant's other Confidential Information from its computer systems, except, in each case, to the extent that Customer requires or will require such Consultant Materials or Consultant's Confidential Information to perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(c) If Customer terminates this Agreement pursuant to Sections 11.2Error! Reference source not found. or (c), Customer will be relieved of any obligation to pay any Fees hereunder for Services and Deliverables that Consultant has not provided as of the effective date of termination and Consultant will refund to Customer Fees paid in advance for such Services and Deliverables.

(d) If Consultant terminates this Agreement pursuant to Sections 11.2Error! Reference source not found., (b), or (c), Customer shall pay all previously-accrued but not yet paid Fees and Reimbursable Expenses through the effective date of termination, on receipt of Consultant's invoice therefor.

(e) If Consultant terminates this Agreement, all licenses granted to Customer under this Agreement will also automatically and immediately terminate on the effective date of such termination.

(f) Customer shall certify to Consultant in a notarized written instrument signed by Customer's duly authorized executive officer that it has complied with the requirements of this Section 11.3.

11.4 Surviving Provisions. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 8, Section 9.1, Section 9.2, Section 9.3, Section 10, Section 11.3, this Section 11.4, Section 12, Section 13, Section 14, Section 15, and Section 16.

11.5 Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof ("Dispute") shall be resolved with the following procedures:

(a) **Negotiation.** Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) calendar days (the "Negotiation").

(b) **Mediation.** If the dispute has not been resolved by negotiation in accordance with Section 11.5(a), then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A "Notice of Mediation" shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within fourteen (14) calendar days then



Customer and Consultant shall each select a mediator and such mediators shall together unanimously select a neutral mediator who shall conduct the mediation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one (1) day, until there is a settlement agreement, or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a "notice of termination of mediation." All reasonable efforts will be made to complete the mediation within thirty (30) days of the first mediation session.

During the course of the mediation, no party can assert the failure to fully comply with Section 11.5(a) as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until thirty (30) days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

All communications, both written and oral, during the parties' efforts under Sections 11.5(a) and 11.5(b) are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

- (a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;
- (b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and
- (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its provisions.

12.2 Additional Consultant Representations and Warranties: Limited Remedy.

- (a) Consultant represents and warrants to Customer that Consultant will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.
- (b) Consultant warrants that for twelve (12) months following Customer's acceptance of the System pursuant to Section 5.2, as installed in the Core System and used in accordance with the Documentation, the System will in all material respects function and otherwise be in conformity with the Specifications. In the event of Consultant's breach of the foregoing warranty, Consultant's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:
 - (i) Consultant shall use commercially reasonable efforts to cure such breach by either the repair or replacement of the defective Consultant Material without cost to the Customer, provided that Customer had not altered the System in any way and has maintained the System in accordance with Consultant's recommendations; further provided that, if Consultant cannot cure such breach within a reasonable time (but no more than sixty (60) days) after Customer's written notice of such breach, either party may, at its option, terminate the Agreement effective immediately upon written notice to the other party.



(ii) Consultant shall not be in breach of its warranty under this Section 12.2(b), and the foregoing remedy shall not be available, unless Customer provides written notice of such breach within twenty (20) calendar days of its discovery of such defect or failure and in no event later than twelve (12) months after Customer's acceptance or deemed acceptance of the System.

(iii) In no event will Consultant be responsible for (a) any modifications to any Consultant Materials or Deliverables made by anyone other than Consultant; (b) damages caused by misuse, improper operation, or improper or insufficient maintenance of any Consultant Materials or Deliverables; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any Consultant Materials or Deliverables that arise from Consultant's compliance with designs or other criteria or requirements provided by or through Customer.

(c) Any claim arising out of or in connection with this Agreement or its subject matter must be filed within twelve (12) months after the Customer's acceptance or deemed acceptance of the System or be permanently barred.

12.3 Additional Customer Representations and Warranties. Customer represents, warrants, and covenants to Consultant that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Consultant and used in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party or violate any applicable Law.

12.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 12.1 AND SECTION 12.2, THE SYSTEM AND ALL SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CONSULTANT MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM OR ANY OTHER WORK PRODUCT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES (EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. Insurance. At all times during the Term of the Agreement, Consultant shall procure and maintain insurance of the following policy limits:

Workers Compensation: Statutory Limits

Excess Umbrella Liability: \$5,000,000 per claim and aggregate

General Liability: \$1,000,000 per claim
\$2,000,000 aggregate

Professional Liability: \$5,000,000 per claim
\$5,000,000 aggregate

Automobile Liability: \$1,000,000 combined single limit

14. Limitations of Liability.

14.1 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF CONSULTANT AND ITS LICENSORS, SUBCONTRACTORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE FOLLOWING (WHICHEVER IS GREATER): (A) THE AMOUNT PAID BY CUSTOMER TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR, (B) IF THE COLLECTIVE AGGREGATE LIABILITY IS INSURED IN WHOLE OR IN PART, THE AGGREGATE AMOUNT RECOVERED BY CONSULTANT FROM ANY INSURERS OF THE LIABILITY. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.



15. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any portion of this Agreement, (except for any confidentiality or payment obligations), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, lightning, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) calendar days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Miscellaneous.

16.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

16.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 16.3):

If to Consultant: Concentric Integration, LLC
8678 Ridgefield Rd.
Crystal Lake, IL 60012
Attn: Mike Klein
Facsimile: (815) 455-0450
E-mail: mklein@goconcentric.com

If to Customer: At the addresses and to the attention as specified in the Signed Acceptance Document.

Notices sent in accordance with this Section 16.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

16.4 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any exhibits, attachments, and riders referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.5 Entire Agreement; Amendment and Modification; Waiver. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter



of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.6 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Consultant's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16.6 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

16.8 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon such determination that any provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.9 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or its subject matter shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in or having jurisdiction over **Macon County**, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

16.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16.11 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Sections 8, 9, or 10, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party shall not be required to submit itself to the Dispute Resolution process set forth in Section 11.5 and will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

16.12 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



17. Indemnification. Concentric agrees to hold harmless and indemnify the Owner and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by Concentric's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the Owner or other consultants, contractors or subcontractors working for the Owner, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of Concentric and the Owner they shall be borne by each party in proportion to its negligence.

SUBJECT: Ordinance Amending City Code Chapter 52 - Alcoholic Liquor

SUMMARY RECOMMENDATION: The recommended ordinance will allow the city and partner organizations to schedule events into the Transfer House without having to always go to the City Council for advance approvals.

ATTACHMENTS:

Description	Type
City Council Memorandum Amendment to Chapter 52 Alcoholic Liquor	Cover Memo
Ordinance Amending Chapter 52 Alcoholic Liquor	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2022-**

June 15, 2022

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 52 – CONSUMPTION OR POSSESSION OF ALCOHOL
IN AN OPEN CONTAINER IN PUBLIC PLACES

It is recommended that the proposed amendment be adopted. The recent interior remodeling of the Transfer House means that the City can expect to see more uses of this historical structure for receptions and events. Some event organizers will want to serve alcoholic beverages. The proposed ordinance amendment will permit the possession, consumption and distribution of alcoholic beverages in conjunction with an approved event in the Transfer House with approval of a separate ordinance. It will NOT permit the sale of alcoholic beverages.

POTENTIAL OBJECTIONS: The liquor license holders.

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS:

ORDINANCE AMENDING CITY CODE
- CHAPTER 52 -
- ALCOHOLIC LIQUOR -

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

Section 1. That Chapter 52 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 34, so that Section 34 as so modified and amended, shall provide as follows:

34. CONSUMPTION OR POSSESSION OF ALCOHOL IN AN OPEN CONTAINER IN PUBLIC PLACES.

A. Alcoholic liquor shall not be consumed or possessed in an open container at any time within the City at, in or on the following places:

(1) The right of way of any public highway, street or alley, except as otherwise expressly provided in this Code;

(2) Central Park, except as otherwise expressly provided in this Code, and not including the Transfer House if in conjunction with an approved event;

(3) Public places located in the Central Business District, as defined in this Code, not including any places that have been issued outdoor café permits;

(4) The Street Division and Transit buildings, garages and grounds;

(5) The South Water Treatment Plant and grounds; or any firehouse.

B. The Council may provide by ordinance for the consumption or possession of an open container of alcoholic liquor, or the consumption or possession of an open container of wine and beer only, and provide for the regulation of the manner of such consumption or possession of an open container, for limited periods of time at, in or on any or all of, or any portion of, those places listed in Section 34A of this Chapter.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 20th day of June, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2022.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 52 **- ALCOHOLIC LIQUOR -**

34. CONSUMPTION OR POSSESSION OF ALCOHOL IN AN OPEN CONTAINER IN PUBLIC PLACES.

A. Alcoholic liquor shall not be consumed or possessed in an open container at any time within the City at, in or on the following places:

(1) The right of way of any public highway, street or alley, except as otherwise expressly provided in this Code;

(2) Central Park, except as otherwise expressly provided in this Code, and not including the Transfer House if in conjunction with an approved event;

(3) Public places located in the Central Business District, as defined in this Code, not including any places that have been issued outdoor café permits;

(4) The Street Division and Transit buildings, garages and grounds;

(5) The South Water Treatment Plant and grounds; or any firehouse.

B. The Council may provide by ordinance for the consumption or possession of an open container of alcoholic liquor, or the consumption or possession of an open container of wine and beer only, and provide for the regulation of the manner of such consumption or possession of an open container, for limited periods of time at, in or on any or all of, or any portion of, those places listed in Section 34A of this Chapter.

SUBJECT: Amendment to Chapter 34 Traffic and Parking

ATTACHMENTS:

Description	Type
City Council Memorandum	Cover Memo
Ordinance Amending Chapter 34 Traffic and Parking	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2022-**

June 27, 2022

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 34 – TRAFFIC AND PARKING

RECOMMENDATION: Staff is asking to amend Chapter 34 by deleting Section 71 Driver's License Suspensions due to the State of Illinois legislature's repeal of the statute allowing municipality's to request to suspend driver's licenses of owners who have amassed ten or more unpaid parking citations.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS:

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

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

Section 1. That Chapter 34 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by deleting Section 71 and renumbering Sections 72 through 76, so that Sections 71 through 75 as so modified and amended, shall provide as follows:

71. **REGISTERED OWNER.** The fact that an automobile which is illegally parked in violation of any of the provisions of this Chapter is registered in the name of a person shall make that person prima facie responsible for such violation and subject to the penalty therefore.

72. **SETTLEMENT OF FINES.**

A. Citations issued for violations of several sections in this Chapter may be settled for the amount shown as follows:

Section	Title	Amount
11A	Winter Parking Restrictions	\$25
18	Yellow Curb	\$25
19	Parking Spaces	\$25
20	Obstructive Parking	\$25
21A	Oversized Vehicle Regulations – Central Business District	\$200
21B	Night Parking Over-Sized Vehicles 10 PM to 6 AM	\$50
22	Parking Detached Trailers	\$50
23	No Parking Zone	\$25
24	Hours	\$25
25	See Section 73 B, below.	Graduated
26	Truck and Passenger Zones; Permits	\$25
28	Handicapped Spaces	\$250
29	Improper Parking	\$25
30	Sale or Repair of Vehicles (no parking for)	\$50
31	Sales on Streets	\$25
32A-S	Prohibited Parking	\$25
32T	Parking in a Fire Lane	\$250
34	Public Buildings	\$25
35	Abandoned or Disabled Vehicles	\$50
36	Parking on a Posted Lot	\$50
38	Removal of Vehicle	\$250
40	Parking Next to a Parking Payment Device	\$10
41	Expired Parking Payment Device	\$10
42	Unlawful Extension of Parking Payment Device Time	\$25
49	Parking in a Reserved Parking Space	\$25

55	Reserved Parking	\$50
57	Parking Permit	\$50
59	Issuance of Permits	\$50
63	Parking in Spaces	\$25
66C	Downtown Employee Parking Permits	\$50

Except for Section 28, the fine amount shall double if not paid within 7 days of the date of the citation. The fine amount shall quadruple if not paid within 21 days of the date of the citation.

B. Citations issued for violations of Section 25 of this chapter may be settled as follows:

Citation Fine Schedule			
Citation Number	Fine	After 7 Days	After 21 Days
1	Free	Free	Free
2	\$5	\$10	\$20
3	\$10	\$20	\$40
4	\$20	\$40	\$80
5	\$40	\$80	\$160
6	\$60	\$120	\$240
7	\$80	\$160	\$320
8	\$100	\$200	\$400
Additional Citations	\$100	\$200	\$400

The number of violations referred to herein so as to determine the proper settlement amount shall be the number of violations occurring after May 1, 2012. The number of violations shall reset to zero (0) after 12 months elapse without a citation being issued to the same vehicle with the same registration.

C. Citations issued for violation of Sections 38 and 66 C may be settled for the fine and fee amounts defined in those respective Sections.

D. If not settled as provided in this Section, fine shall be imposed upon conviction, as elsewhere set out herein.

73. **PARKING RATES AND FEES.** The parking rates and fees required by several sections in this Chapter shall be the amounts established as follows:

Section	Title	Amount
48	Temporary Reservation of Parking Space	\$10.00 per day per space
54	Pay to Park Spaces	\$0.25 per hour
56 A	Monthly Charges – uncovered parking	\$15.00 per month
56 B	Monthly Charges – covered parking	\$25.00 per month
60	Impoundment of Vehicle – processing fee	\$35.00 per impoundment
64	Conference or Convention Parking Permits	\$3.00 per space per day
65 B	Downtown Resident Parking Permit – Class B	\$60.00 per month
66 B	Downtown Employee Parking Permit	\$15.00 per month
66 B	Downtown Employee Parking Permit Lot G	\$25.00 per month

The City Manager shall, from time to time, review the parking rates and fees established in this section and recommend changes for City Council review and approval

74. **COMPLAINT PROCEDURE.** The registered owner of the vehicle that has been issued a citation for violating any section of this Chapter, except Section 70, and 71, may appeal the issuance of the citation in writing within 14 days of the time of the citation unless otherwise designated in the ordinance. Oral appeals will not be accepted.

For violations of this Chapter with an initial fine less than the amount that makes the vehicle eligible for immobilization and impoundment, such written appeal must be received by the Department Director or designee of the Department of the City of Decatur responsible for issuing the citation by said 14th day. Appeals will not be accepted on citations for which more than 14 days have elapsed from the date of issuance of the citation. Filing of an appeal shall stay increases in the fine schedule specified in Section 73 herein, for a period of seven (7) days from the date of the written response to the appeal. The decision of the Department Director shall be a final and appealable administrative decision.

For violations of this Chapter with an initial fine of an amount that makes the vehicle eligible for immobilization and impoundment, an administrative hearing shall be held, pursuant to Chapter 29 of Decatur City Code. The city shall serve respondents with notice in a manner reasonably calculated to give the respondent actual notice of the complaint, as outlined in Chapter 29, Section 5, of Decatur City Code. Fine increases shall be stayed for a period of seven (7) days from the date of the hearing officer's decision and order.

All interested parties shall be given a reasonable opportunity to be heard at the hearing. The formal rules of evidence shall not apply, and hearsay evidence shall be admissible. The hearing shall be open to the public and recorded. The decision of the Hearing Officer shall be a final and appealable administrative decision.

75. **SEVERABILITY.** If any part or parts of this Chapter are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions thereof.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of July, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2022.

CITY CLERK

ADDITIONS AND DELETIONS
CHAPTER 34
- TRAFFIC AND PARKING -

~~71. DRIVER'S LICENSE SUSPENSIONS.~~

- ~~A. Once final determination of liability has been rendered in ten (10) separate violations of Sections 11, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 38, 39, 40, 41, 42, 43, 48, of this Code against the owner of a registered vehicle, the City may send a certified report to the Secretary of State requesting that the registered owner's drivers license be suspended.~~
- ~~B. Prior to the action set forth in subsection A, the City shall cause a notice of impending driver's license suspension to be sent by first class mail to the address of the registered owner of the cited vehicle(s) as recorded with the Illinois Secretary of State or the state in which the vehicle is registered. Said notice shall state that failure to pay the fine or penalty owing within forty five (45) days of the notice date will result in the City notifying the Secretary of State that the person is eligible for initiation of suspension proceedings under section 6-306.5 of the Illinois Vehicle Code, as amended. The notice shall also state that the person may obtain a computer generated copy of the ticket imposing a fine or penalty by sending a self addressed, stamped envelope to the City along with a request for the copy.~~
- ~~C. Upon receipt of the notice of impending driver's license suspension, the registered owner shall have twenty one (21) days after the date of the notice to pay all fines or to submit a written request for a hearing to present documentary evidence that would conclusively disprove liability. Documentary evidence that would~~

~~conclusively disprove liability shall be based on the following grounds: (1) that all fines for the violations cited in the notice of impending driver's license suspension have been paid in full; or (2) that the registered owner has not accumulated ten or more final determinations of parking or standing violation liability that were unpaid at the time the notice of impending drivers license suspension was issued. The written request for a hearing must be submitted within twenty-one (21) days after the date of the notice of impending driver's license suspension to the City of Decatur's Legal Department.~~

~~D. Within ten (10) days after receipt of the written request for a hearing, the City shall notify by certified mail, return receipt requested, the owner of record of said vehicle of the date, time and location of an administrative hearing. A hearing shall be scheduled and held, unless continued by order of the City's hearing officer, on designated days of each month. The hearing shall be scheduled not less than seven (7) days and not more than thirty (30) days after notice thereof is mailed. All interested persons shall be given a reasonable opportunity to be heard at the hearing. The formal rules of evidence shall not apply and hearsay evidence shall be admissible. The hearing shall be open to the public and recorded.~~

~~E. Upon expiration of the forty five (45) days for payment, if the person named in the notice has not paid the fine or has not prevailed at a hearing pursuant to subsection C herein, the City shall prepare a certified report for the Secretary of State on forms supplied by the Secretary of State, or in a manner that contains: (1) The name, last known address and driver's license number of the person who failed to pay the fine or penalty and the registration number of any vehicle known~~

~~to be registered to such person in this state, (2) The name of the City making the report pursuant to 625 ILCS 5/6-306.5 of the Illinois Vehicle Code, as amended, (3) The statement that the City sent notice of impending driver's license suspension to the person named in the report at the address recorded with the Secretary of State, and (4) The date on which such notice was sent and the address to which it was sent.~~

~~F. — Whenever a person named in the certified report pays the previously reported fines and penalties, or whenever the City determines that the original report was in error, the City shall notify the Secretary of State of the same. A certified copy of such notification shall also be given upon request and at no additional charge to the person named therein.~~

~~G. — A final determination of violation liability shall occur when payment in full of the fine and penalties is made, or if not paid in full, after twenty-one (21) days after the issuance of the citation has elapsed and no appeal has been filed with the City, or if an appeal is filed within twenty-one (21) days after the issuance of the citation, a final determination shall occur seven (7) days from the date of the written response to the appeal.~~

7172. **REGISTERED OWNER.** The fact that an automobile which is illegally parked in violation of any of the provisions of this Chapter is registered in the name of a person shall make that person prima facie responsible for such violation and subject to the penalty therefore.

7273. **SETTLEMENT OF FINES.**

A. Citations issued for violations of several sections in this Chapter may be settled for the amount shown as follows:

Section	Title	Amount
11A	Winter Parking Restrictions	\$25
18	Yellow Curb	\$25
19	Parking Spaces	\$25
20	Obstructive Parking	\$25
21A	Oversized Vehicle Regulations – Central Business District	\$200
21B	Night Parking Over-Sized Vehicles 10 PM to 6 AM	\$50
22	Parking Detached Trailers	\$50
23	No Parking Zone	\$25
24	Hours	\$25
25	See Section 73 B, below.	Graduated
26	Truck and Passenger Zones; Permits	\$25
28	Handicapped Spaces	\$250
29	Improper Parking	\$25
30	Sale or Repair of Vehicles (no parking for)	\$50
31	Sales on Streets	\$25
32A-S	Prohibited Parking	\$25
32T	Parking in a Fire Lane	\$250
34	Public Buildings	\$25
35	Abandoned or Disabled Vehicles	\$50
36	Parking on a Posted Lot	\$50
38	Removal of Vehicle	\$250
40	Parking Next to a Parking Payment Device	\$10
41	Expired Parking Payment Device	\$10
42	Unlawful Extension of Parking Payment Device Time	\$25
49	Parking in a Reserved Parking Space	\$25
55	Reserved Parking	\$50
57	Parking Permit	\$50
59	Issuance of Permits	\$50
63	Parking in Spaces	\$25
66C	Downtown Employee Parking Permits	\$50

Except for Section 28, the fine amount shall double if not paid within 7 days of the date of the citation. The fine amount shall quadruple if not paid within 21 days of the date of the citation.

E. Citations issued for violations of Section 25 of this chapter may be settled as follows:

Citation Fine Schedule			
Citation Number	Fine	After 7 Days	After 21 Days
1	Free	Free	Free
2	\$5	\$10	\$20
3	\$10	\$20	\$40
4	\$20	\$40	\$80
5	\$40	\$80	\$160
6	\$60	\$120	\$240
7	\$80	\$160	\$320
8	\$100	\$200	\$400
Additional Citations	\$100	\$200	\$400

The number of violations referred to herein so as to determine the proper settlement amount shall be the number of violations occurring after May 1, 2012. The number of violations shall reset to zero (0) after 12 months elapse without a citation being issued to the same vehicle with the same registration.

F. Citations issued for violation of Sections 38 and 66 C may be settled for the fine and fee amounts defined in those respective Sections.

G. If not settled as provided in this Section, fine shall be imposed upon conviction, as elsewhere set out herein.

7374. PARKING RATES AND FEES. The parking rates and fees required by several sections in this Chapter shall be the amounts established as follows:

Section	Title	Amount
48	Temporary Reservation of Parking Space	\$10.00 per day per space
54	Pay to Park Spaces	\$0.25 per hour
56 A	Monthly Charges – uncovered parking	\$15.00 per month
56 B	Monthly Charges – covered parking	\$25.00 per month
60	Impoundment of Vehicle – processing fee	\$35.00 per impoundment
64	Conference or Convention Parking Permits	\$3.00 per space per day
65 B	Downtown Resident Parking Permit – Class B	\$60.00 per month
66 B	Downtown Employee Parking Permit	\$15.00 per month
66 B	Downtown Employee Parking Permit Lot G	\$25.00 per month

The City Manager shall, from time to time, review the parking rates and fees established in this section and recommend changes for City Council review and approval.

7475. **COMPLAINT PROCEDURE.** The registered owner of the vehicle that has been issued a citation for violating any section of this Chapter, except Section 70, and 71, may appeal the issuance of the citation in writing within 14 days of the time of the citation unless otherwise designated in the ordinance. Oral appeals will not be accepted.

For violations of this Chapter with an initial fine less than the amount that makes the vehicle eligible for immobilization and impoundment, such written appeal must be received by the Department Director or designee of the Department of the City of Decatur responsible for issuing the citation by said 14th day. Appeals will not be accepted on citations for which more than 14 days have elapsed from the date of issuance of the citation. Filing of an appeal shall stay increases in the fine schedule specified in Section 73 herein, for a period of seven (7) days from the date of the written response to the appeal. The decision of the Department Director shall be a final and appealable administrative decision.

For violations of this Chapter with an initial fine of an amount that makes the vehicle eligible for immobilization and impoundment, an administrative hearing shall be held, pursuant to Chapter 29 of Decatur City Code. The city shall serve respondents with notice in a manner reasonably calculated to give the respondent actual notice of the complaint, as outlined in Chapter 29, Section 5, of Decatur City Code. Fine increases shall be stayed for a period of seven (7) days from the date of the hearing officer's decision and order.

All interested parties shall be given a reasonable opportunity to be heard at the hearing. The formal rules of evidence shall not apply, and hearsay evidence shall be admissible. The hearing shall be open to the public and recorded. The decision of the Hearing Officer shall be a final and

appealable administrative decision.

7576. **SEVERABILITY.** If any part or parts of this Chapter are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions thereof.

SUBJECT: Ordinance Amending Chapter 73 Section 19 Offenses - Aiding and Abetting

ATTACHMENTS:

Description	Type
City Council Memorandum Chapter 73 Offenses	Cover Memo
Ordinance Amending Chapter 73 Section 19 Offenses - Aiding and Abetting	Ordinance

**CITY COUNCIL MEMORANDUM
NO. 2022-**

June 15, 2022

TO: Honorable Mayor Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Amy Waks, Assistant Corporation Counsel

SUBJECT: Amendment to Chapter 73 Section 19 – OFFENSES – AIDING AND ABETTING

RECOMMENDATION: Staff is asking to amend Chapter 73 Section 19 to clean up language in the current ordinance which prohibits the aiding or abetting of any person.

POTENTIAL OBJECTIONS: None.

INPUT FROM OTHER SOURCES:

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

BUDGET/TIME IMPLICATIONS:

ORDINANCE AMENDING CITY CODE
- CHAPTER 73 -
- OFFENSES -

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

Section 1. That Chapter 73 of the City Code of the City of Decatur, Illinois, be, and the same is hereby modified and amended by amending Section 19, so that Section 19 as so modified and amended, shall provide as follows:

19. AIDING AND ABETTING. Any person who shall aid, abet, assist, consult, advise or encourage any other person to violate any ordinance or portion thereof of the City, shall be prosecuted for such offense as principal and be subject to the same penalty as if he or she had committed the offense directly.

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

PRESENTED, PASSED, APPROVED AND RECORDED this 5th day of July, 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PUBLISHED this _____ day of _____, 2022.

CITY CLERK

ADDITIONS AND DELETIONS

CHAPTER 73 **- OFFENSES -**

19. **AIDING AND ABETTING.** Any person who shall aid, abet, assist, consult, advise or encourage any ~~child, lunatic, idiot or~~ other person to violate any ordinance or portion thereof of the City, shall be prosecuted for such offense as principal and be subject to the same penalty as if he or she had committed the offense directly.