



**Monday, June 3, 2019
5:30 PM**

Please take notice that the DCDF Members will convene at 5:15 p.m., on Monday, June 3, 2019, in the City Council Chamber, One Gary K. Anderson Plaza, Decatur, Illinois for the purpose of the Annual Meeting of the DCDF Board.

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of May 13, 2019 and May 20, 2019 City Council Meetings

IV. Unfinished Business

V. New Business

1. Proclamations and Recognitions
2. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Company, Inc. for 2019 Miscellaneous Sanitary and Storm Sewer Improvement Project, City Project 2019-09
3. Resolution to Authorize Professional Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. to Provide Construction Phase Engineering Services for the McKinley Sewer Rehabilitation Project, City Project 2017-22
4. Resolution Approving Expenditure of City Funds to Renew Granicus Novus Agenda and Video Services
5. Resolution Authorizing 3rd Amendment to Agreement Between the City of Decatur and MDA Properties, LLC
6. Resolution Authorizing the Execution of a Purchase Order with Cummins

Crosspoint for the Rebuilding for Two City of Decatur Public Bus Engines
in an Amount Not to Exceed \$55,216.00

7. 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 Annexing Territory 3515 Catherine Street
 - B. Ordinance Annexing Territory 3 Cloyds Drive
 - C. Ordinance Annexing Territory 2983 Danny Drive
 - D. Ordinance Annexing Territory 3010 Danny Drive
 - E. Ordinance Annexing Territory 3312 Fite Drive
 - F. Ordinance Annexing Territory 3311 Fite Drive
 - G. Ordinance Annexing Territory 2530 Forest Crest Road
 - H. Ordinance Annexing Territory 4118 McClain Drive
 - I. Ordinance Annexing Territory 61 Tennison Court
 - J. Ordinance Annexing Territory 3493 Las Vegas Drive
 - K. Ordinance Annexing Territory 49 Tennison Court
 - L. Approval of Minutes of Boards and Commissions
 - M. Resolution Approving Appointment - DCDF
 - N. Resolution Approving Reappointments - DCDF
 - O. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block North Water Street from East Main Street to South Park Street and from Prairie Avenue to East Main Street - Decatur Area Arts Council
 - P. Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block of South Oakland Avenue - Lock Stock & Barrel Bike Night

VI. Other Business

VII. Adjournment

SUBJECT: Minutes of City Council Meetings of May 13, 2019 and May 20, 2019

ATTACHMENTS:

Description	Type
Council Minutes of May 13, 2019	Backup Material
Council Minutes of May 20, 2019	Backup Material

CITY COUNCIL MINUTES
Monday, May 13, 2019

On Monday, May 13, 2019, the City Council of the City of Decatur, Illinois, met in Study Session at 5:30 p.m., at MacArthur High School, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members Bill Faber, Lisa Gregory, David Horn, Chuck Kuhle, Pat McDaniel and Rodney Walker. Mayor Julie Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for a study session on Neighborhood Revitalization.

City Manager Scot Wrighton announced that part two of the Neighborhood Revitalization study session will be held on Monday, June 24 at 5:30 p.m.; the location is to be determined.

City Manager Wrighton presented a PowerPoint presentation. Items for discussion included the following: 1) summarize previous community engagement meetings' data, findings and recommendations, 2) introduce new data, organized by neighborhood, from the Greater Opportunity Zone urban core area, 3) discuss what services & strategies could be deployed: i) city-wide, ii) in the Greater Opportunity Zone urban core, and iii) in a few target neighborhoods for demonstration impact and effect, 4) discuss how success in Neighborhood Revitalization should be measured/select desired outcomes that are measurable, and 5) start connecting outcomes to strategy options; including goals & objectives for the next Neighborhood Revitalization study session.

City Manager Wrighton discussed strategies that were developed from the Community Revitalization meetings that were held in 2017 and 2018 and were organized into the three following focus areas: 1) economic and residential development, wellness and vitality 2) local government regulations and relation; and 3) neighborhood regeneration, support and sustainability.

City Manager Wrighton explained that city staff inspected a total of 11,054 properties in several neighborhoods and rated the conditions of the structures. He thanked those individuals who put in countless hours preparing the data.

City Manager Wrighton discussed several primary and secondary neighborhood issues: absentee/negligent landlords, panhandling, prostitution, drugs, dilapidated housing, illegal dumping, deterioration of housing stock, overgrown vacant lots, shootings and potholes.

City Manager Wrighton discussed 36 possible revitalization strategies to assist in the decision-making process. Mr. Wrighton stated that criminal activity data will be available at the next community revitalization session.

The following citizens stepped forward to voice their concerns and suggestions:

Mr. Kent West stated that 36.8% of Decatur's housing stock are rentals because many residents do not qualify for home ownership.

Mr. Tony Caccamo suggested that the City Council should adopt a rental inspection ordinance, and also implement a new policy making residents who board up dilapidated houses pull permits to do so.

Mr. Brandon Boey is concerned with an out of state landlord who owns 30-40 boarded up houses in the Old Kings Orchard Neighborhood who has no interest in fixing or selling the houses. Mr. Boey asked whether the city had some type of policy to prevent this from occurring.

Mr. Alan Duesterhaus responded that there is the Abandoned Properties Rehabilitation Act that holds owners accountable to keep houses up to code. When a property has been found to be abandoned under any criteria of the Act, a municipality can seek possession of the property from the courts in order to rehabilitate the property.

Mr. Reed Sutman expressed that citizen input is needed on community revitalization efforts.

Mayor Moore Wolfe explained that the city held several community revitalization meetings for citizen input in 2017 and 2018.

Mr. Trevor May with Brinkoetter & Associates reported that Brinkoetter & Associates is partnering with the City of Decatur on a pilot program to get a better understanding of the needs of the city. Brinkoetter & Associates will start the pilot program between Kellar Lane and Harrison Avenue, south of Route 51, that is set to launch on June 1st. Mr. May will report back after the pilot program is completed.

Mr. Joyner suggested that the pilot program start in the inner city.

Mr. Larry Hutchinson suggested more community involvement in the decision-making process.

Mr. Gary Geisler stated that he appreciates the efforts of the City Council and staff, and he would like to see small parks and grocery stores integrated into the neighborhoods. He suggested that the process needs to start by going door to door to gather input from residents.

Dr. Dana Ray responded that council implemented Neighborhood Walks a few years ago and went door to door to get input from residents.

Ms. Datrice Weathers stated that she is new to Decatur and would like to be involved in the community revitalization process.

City Manager Wrighton asked Council to prioritize their goals by Monday, May 20.

Mayor Julie Moore Wolfe declared the Council meeting adjourned at 7:35 p.m.

Approved _____
Kim Althoff
City Clerk

CITY COUNCIL MINUTES

Monday, May 20, 2019

On Monday, May 20, 2019, the City Council of the City of Decatur, Illinois, met in Regular Meeting at 5:30 p.m., in the Council Chambers, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker and Bill Faber. Councilwoman Lisa Gregory was absent. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Julie Moore Wolfe led the Pledge of Allegiance.

Mayor Julie Moore Wolfe called for Appearance of Citizens.

Mr. Greg Spain, retired police officer, stepped forward to address the council regarding remarks made by the City Manager concerning the Decatur Police Benevolent and Protective Association (PBPA) on Byers and Company on May 14th.

City Manager Wrighton responded that the city is trying to do what is best for all citizens of Decatur.

With no other Appearance of Citizens, Mayor Moore Wolfe called for Approval of Minutes.

The minutes of the April 29, 2019 and May 6, 2019 City Council meetings were presented. Councilman Pat McDaniel moved the minutes be approved as written; seconded by Councilman David Horn and on call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Unfinished Business. With no Unfinished Business, Mayor Moore Wolfe called for New Business.

Mayor Moore Wolfe called for Proclamations and Recognitions.

Mayor Moore Wolfe recognized the following students traveling to Decatur's sister city, Sevetal, Germany: Ambriah Bradford, Emma Brandel, Abigail Brown, Anna Brunner, Evan Cyrulik, Kaitlin Dickey, Keyari Page, Chloe Shafer and Erin Vandevoorde.

Kathy Sorensen with Sister Cities gave an overview of the Sister Cities Program.

Tara Murray with DMCOC read the proclamation proclaiming May, 2019 as "Community Action Awareness Month" in the City of Decatur.

Linda Gross, Susie Wolfe and Kay Janvrin with Garden Club of Decatur read the proclamation proclaiming June 2 through June 8 as “Garden Club Week”.

Finance Director Gregg Zientara presented the Treasurer’s Financial Report and responded to questions from council.

2019-30 Repeal of Ordinance 2019-18 Vacating an Alley South of 800 West King Street, was presented. Councilman Pat McDaniel moved the Repeal of Ordinance do pass; seconded by Councilman David Horn.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

2019-31 Ordinance Vacating an Alley South of 800 West King Street, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilman David Horn.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2019-74 Resolution Accepting the Bid Price of Sloan Implement Co., Inc., for the Purchase of One (1) All Terrain Mower Unit, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilman David Horn.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2019-75 Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for Annual Street Restoration, City Project 2019-08, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilman David Horn.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

R2019-76 Resolution Authorizing Fourth Amendment to Lease Agreement - South Water Street, LLC, Garage Parking C, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilman David Horn.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for Consent Calendar Items A and B and asked if any Council member wished to have an item removed from the Consent Calendar. Both items were removed from the consent calendar to discuss a concern from Councilman Kuhle.

Item A: R2019-77 Resolution Regarding Temporary Closing of State Rights-of-Way Community Events - Shoreline Classic, was presented. Councilman Pat McDaniel moved the Resolution do pass; seconded by Councilman David Horn.

Councilman Kuhle commented that there was no language in either item that held the event organizer responsible for cleaning-up after an event.

City Manager Wrighton responded that moving forward event organizers will be informed of the responsibility.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Item B: 2019-32 Ordinance Authorizing Consumption of Alcoholic Liquor in Central Park - Decatur Area Arts Council - Arts in Central Park 2019, was presented. Councilman Pat McDaniel moved the Ordinance do pass; seconded by Councilman David Horn.

Upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

With consent of the council, Anthony Spates stepped forward to address the council with a concern over a substantial increase to his utility bill. Mr. Spates also addressed an issue regarding the amount of concrete that was used on an approach at a family member's residence.

Mayor Moore Wolfe called for Unfinished Business.

Councilman Horn would like to see the council be more vocal on their views of marijuana and suggested that the council develop a consensus so that the city's lobbyist, Curry and Associates, can express the views of council at the state level on the legalization of marijuana.

Councilman Horn expressed that he is opposed to the sale of marijuana in the City of Decatur if the legalization of marijuana is approved at the state level.

Councilman McDaniel responded that he also opposes the legalization of marijuana. Councilman McDaniel would like to get a consensus with not only council but with surrounding communities to become a stronger voice.

Councilman Walker stated that it is unfamiliar territory for everyone, and more information needs to be brought forth before deciding.

Councilman Faber expressed that he would like public input on the matter.

Councilman Kuhle suggested the option to opt out at first and then opt back in if necessary.

Mayor Moore Wolfe announced that she is against legalization of marijuana in the City of Decatur.

Councilman Faber thanked the Public Works Department for the amount of work they accomplished for the month of April.

With no other business, Mayor Moore Wolfe called for adjournment. Councilman Pat McDaniel moved the Council meeting be adjourned; seconded by Councilwoman David Horn and on call of the roll, David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the Council meeting adjourned at 6:25 p.m.

Approved _____
Kim Althoff
City Clerk

Public Works

DATE: 5/22/2019

MEMO: 2019-44

TO: Honorable Mayor 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 Entler Excavating Company, Inc. for 2019 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2018-09

SUMMARY RECOMMENDATION: Please refer to the attached Council Memo and related attachments pertaining to the 2019 Miscellaneous Sanitary and Storm Sewer Improvement Project, City Project 2019-09.

ATTACHMENTS:

Description	Type
Council Memo 2019-44, Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co, Inc. for 2019 Misc Sanitary & Storm Sewer Improvement Project, CP 2019-09	Cover Memo
Resolution with Contract Entler Excavating, 2019-09	Resolution Letter
Bid Tabulation for 2019 Misc. Sanitary & Storm Sewer Improvement Project, 2019-09	Backup Material

Public Works Memorandum
NO. 2019-44

DATE: May 22, 2019

TO: Honorable Mayor 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 Entler Excavating Company, Inc. for 2019 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2019-09

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2019 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2019-09, to Entler Excavating Company, Inc., (Entler) as the lowest responsive and responsible bidder in the amount of \$601,430 and that the Mayor be authorized to execute the contract, and the City Clerk to attest.

PRIOR COUNCIL ACTIONS:

The Miscellaneous Sanitary & Storm Sewer Improvement Project is an annual project for the City and has been approved by the City Council for many years.

BACKGROUND:

Sanitary Sewer Priorities

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

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

The 2019 Miscellaneous Sanitary & Storm Sewer Improvement Project primarily addresses priority numbers 3 and 4, system operation and maintenance and small diameter sewer rehabilitation. The project is an annual project prepared by the Public Works Department to assist with both emergency repairs and normal improvements to the City's sanitary sewer system.

Storm Sewer Priorities

The 2009 Stormwater Master Plan addresses three main topics:

1. Stormwater Problem Area Prioritization
2. Regulation, Standards, and Policies

3. Stormwater Expenditures and Funding Mechanisms

In April 2014, the City Council approved the creation of a Stormwater Utility to provide a dedicated funding source to improve known drainage problems and to improve maintenance on existing stormwater facilities. In addition to providing for rapid response work for storm sewer problems, the 2019 Miscellaneous Sanitary & Storm Sewer Improvement Project will address some of items 1 and 2 above.

Project Description

The 2019 Miscellaneous Sanitary & Storm Sewer Improvement Project works to resolve sanitary and storm sewer concerns as they are identified through televised inspections, routine maintenance and public observation. This project enables the City to respond in a rapid manner as problems within the sanitary and storm sewer system arise and must be addressed quickly. Having unit bid prices in place for sewer repairs enables the City to move rapidly to address collapsed pipe or sink holes as they are located in the sewer system, and before they turn into major public problems. This also reduces the number of emergency time and material repair contracts that must be brought before the City Council.

The 2019 Miscellaneous Sanitary & Storm Sewer Improvement project will repair both storm and sanitary sewers under one contract. All the repair costs at each location will be separated between storm and sanitary improvements and will be paid for under the Sewer Fund (sanitary sewer work) or Stormwater Fund (storm sewer work). Approximately 80% of the project is expected to be sanitary sewer related and 20% of the project storm sewer related.

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised Wednesday, May 1, 2019, and bids were opened on May 22, 2019. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	Compared to Engineer's Est. <u>Over/(Under)</u>
Entler Excavating Co., Inc.	\$601,430.00	(5.57%)
Engineer's Estimate	\$636,893.00	-----

Two contractors took out bid packages and one contractor submitted a bid proposal for the 2019 Miscellaneous Sanitary & Storm Sewer Improvement Project. Entler Excavating Company, Inc. provided the lowest responsive and responsible bid at 5.57% below the Engineer's Estimate. The project will complete a special project to replace a sewer line on Karen Dr and also establishes unit prices for typical work items needed to complete sewer repairs.

Entler has successfully completed storm and sanitary sewer projects for the City. Staff recommends that the City Council approve a contract with Entler Excavating Company, Inc. to perform the 2019 Miscellaneous Sanitary & Storm Sewer Improvement Project.

MINORITY PARTICIPATION GOALS:

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

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

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

Subcontracting is not required for a City project. Entler will self-perform an estimated 87.5% of the contract and subcontract 12.5% of the work for trucking, manhole adjustments, concrete patching with 1.7 % being performed by a Minority Business Enterprise. Entler provided documentation that a good faith effort was made to comply with the City’s goals.

SCHEDULE:

Work on this project will begin in June and is to be completed by June 1, 2020.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is currently allocated from the Sanitary Sewer Fund at \$501,430 for sanitary sewer work, and the Stormwater Fund at \$100,000 for storm sewer and drainage work. The Sewer Fund is supported by sanitary sewer user fees and the Stormwater Fund is supported by stormwater utility fees. The total project cost is \$601,430.

Staff Impact: The Capital Improvement Plan has allocated staff time for this project.

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

INPUT FROM OTHER SOURCES: None

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

LEGAL REVIEW: The plans and specifications for the 2019 Miscellaneous Sanitary and Storm Sewer Improvement Project were forwarded to Legal and approved on April 30, 2019.

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

Attach: 2

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH ENTLER EXCAVATING COMPANY, INC. FOR 2019
MISCELLANEOUS SANITARY AND STORM SEWER IMPROVEMENT PROJECT
CITY PROJECT 2019-09**

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

Section 1. That the tabulation of bids received for City Project 2019-09, 2019
Miscellaneous Sanitary and Storm Sewer Improvement project, 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 \$601,430
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 a part hereof, for said plan, in the amount
of \$601,430.

PRESENTED and ADOPTED this 3rd day of June 2019.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

2019 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT

CITY PROJECT 2019-09

May 2019

a project of the



**CITY OF DECATUR, ILLINOIS
PUBLIC WORKS DEPARTMENT
1 GARY K. ANDERSON PLAZA
DECATUR, IL 62523**

FOR BIDDING

CITY OF DECATUR

2019 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT

CITY COUNCIL

Julie Moore Wolfe, Mayor

Dana M. Ray
Lisa Gregory
Chuck Kuhle

Pat McDaniel
Bill Faber
David Horn

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

CITY OF DECATUR
2019 MISCELLANEOUS SANITARY & STORM SEWER
IMPROVEMENT PROJECT
CITY PROJECT 2019-09

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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 **10:00 a.m., Wednesday, May 22, 2019**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2019 MISCELLANEOUS SANITARY AND STORM SEWER IMPROVEMENT PROJECT

CITY PROJECT 2019-09

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

This work shall consist of making point repairs in the City's storm and sanitary sewer system at various locations around the City including the installation of new manholes as required. This project will perform a majority of the City's rapid response storm and sanitary sewer system repairs through June 1, 2020, along with any additional storm and sanitary sewer repair work identified by the City. The work also includes pavement removal and restoration along with traffic control, and other items of restoration.

INSTRUCTIONS TO BIDDERS:

1. **A MANDATORY PRE-BID WILL BE HELD ON **MAY 14, 2019, AT 10:00 A.M.** IN THE PUBLIC WORKS CONFERENCE ROOM ON THE 3RD FLOOR OF THE DECATUR CIVIC CENTER.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project, a telephone conference will be setup for bidders who cannot attend the meeting in-person. Contact City Engineering at 217-424-2747 to receive conference number and password.**
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.decaturbblue.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.decaturbblue.com
Plans & Portals
Public Projects
DFS Public Plan Room**

**City of Decatur
Engineering Division
#1 Gary K. Anderson Plaza
Decatur, Illinois 62523**

ADVERTISEMENT FOR BIDS

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 [www.decaturlil.gov/Departments/Public Works/Contractor Project Bid Information](http://www.decaturlil.gov/Departments/Public%20Works/Contractor%20Project%20Bid%20Information), and Decatur Blue Print's web site, www.Decaturblue.com Plans & Portals / City of Decatur / Project, after the award of a contract.
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 month 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 City Code requirements for **Minority Participation Goals for Public Works Contracts** are in effect for this contract. These include the following:
 - (1) Ten percent (10%) of the total dollar amount of the contract should be performed by minority business enterprises; and,
 - (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.

May 1, 2018
Date Advertised

Matt Newell, P.E.
Director of Public Works

INFORMATION FOR BIDDERS

For Construction of: **2019 Miscellaneous Sanitary & Storm Sewer Improvement Project**

City Project No.: **2019-09**

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, located on the third floor of the Civic Center, and will be publicly opened and read. Any envelopes bearing a date and time stamp later than the deadline will be returned unopened. **All bids received from bidders not on the pre-bid attendance list will be returned unopened.**
5. All bidders who desire to be present at the bid opening may wait in the City Engineering office.

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 Matthew C. Newell, 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, an e-mail 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. Addenda may also be viewed on the City's web site at [www.decaturlil.gov /Department/ Public Works / Contractor Project Bid Information](http://www.decaturlil.gov/Department/Public%20Works/Contractor%20Project%20Bid%20Information) and www.Decaturblue.com.

The City of Decatur maintains City project information on the City's web site at [www.decaturlil.gov /Departments/Public Works /Contractor Project Bid Information](http://www.decaturlil.gov/Departments/Public%20Works/Contractor%20Project%20Bid%20Information). 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, under the Public Project portal 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**

REQUIREMENTS FOR GOOD-FAITH EFFORTS

- 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. If subcontracting opportunities are available, **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises.
 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Subcontractor Utilization Statement**, the **Minority Business Enterprise Participation Waiver Request** or **MBE Subcontractor Information Form** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- 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 **Subcontractor 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 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 Subcontractor 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.
- 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, minority participation, and weekly prevailing wage documentation, will be provided through **ePrismSoft**, an electronic web-based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webnfo@eprismsoft.com or (309) 692-6400.

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

- 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 public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. 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 contracts;
- C. Helping to remove barriers to the participation of MBE and minority workers in City public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring 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 and minority workers;

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.

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

- A. 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.
- B. 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.
- C. 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.

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

- D. 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 or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.
- E. 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 MBE and minority workers;
 - (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
 - (iv) Providing interested MBE 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 MBE and firms that employ minority workers;
 - (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - (vii) Assisting interested MBE 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 MBE and minority workers;
 - (ix) If an MBE or a firm that employs minority workers 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;
 - (xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- F. 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.

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, or his designee, 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.

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals and 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, and each day on which a violation occurs or continues shall be considered a separate offense;
 - (iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;

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

- (iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

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 MBE 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.

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

BID PROPOSAL

RETURN WITH BID

For Construction of: **2019 Miscellaneous Sanitary & Storm Sewer Improvement Project**

City Project No.: **2019-09**

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. **For this project, quantities have been estimated to cover potential rapid response work and additional work that may be necessary through June 1, 2020. The listed quantities are estimates of needed work over that time period and will not be exact.**

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:

Addendum #	Dated	Initial
<u># 1</u>	<u>5-17-19</u>	<u>SE</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

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.	<u>Bordick Plumbing</u>	<u>manhole adjustment</u>
2.	<u>C.L Rhodes Concrete</u>	<u>Concrete</u>
3.	<u>Loyalty Services</u>	<u>Trucking</u>
4.	<u> </u>	<u> </u>

2019 Misc Sanitary Storm and Sewer Improvement Project
City Project 2019-09
May 17, 2019

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2019 MISC. SANITARY STORM AND SEWER IMPROVEMENT PROJECT
CITY PROJECT 2019-09
DATED MAY, 2019**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated May 17, 2019, 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:

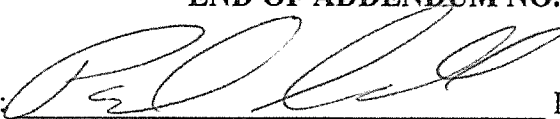
AD-1-2 PRE-BID MEETING

- 2.01 Add the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on May 14, 2019.

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

END OF ADDENDUM NO. 1

City Engineer:



Date:

5/17/2019

Pre-bid Meeting Minutes
for
**2019 MISC SANITARY AND STORM SEWER IMPROVEMENT
PROJECT
CITY PROJECT 2019-09**

Public Works Conference Room
10:00 a.m., Wednesday, May 14, 2019

I. Introduction

II. Project Review

A. West Karen Drive Special Project

1. *Contractors were informed that there is a set completion date for this project.*

III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Handout and Discussion).

A. Policy

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 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 were directed to the attached document that provided an excerpt of the State's definition of a minority.

C. Project Goals and Good Faith Efforts

1. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.
2. The Contractor shall put forward good faith efforts to "actively and aggressively" seek the participation of MBE or minority workers. Discuss options to assist in "actively and aggressively" seeking this participation.

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.

3. The City's expectation of what will be required to demonstrate a Good Faith Effort.

*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. 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.***

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.

Minority Workers Goal: 18% total hours worked should be performed by minority workers.

The City tracks this goal through ePrismSoft and prevailing wage reports when required.

IV. Other Items

A discussion of chimney seals and the Mr. Manhole specifications were brought up. Contractors are to be aware of the provided specifications.

Bidders should check Decatur Blueprint's website before submitting a bid to make sure there are no addendas missing. Only contractors on Decatur Blueprint's plan holder list will get updates on addendas. 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.

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 public projects. Toward that end, the City establishes goals for participation by Minority Business Enterprises (MBE) and minority workers for public works contracts. 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 contracts;
- C. Helping to remove barriers to the participation of MBE and minority workers in City public works contracts;
- D. Promoting the use of MBE and minority workers in City public works projects;
- E. Ensuring 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 and minority workers;

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.

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

- A. 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.
- B. 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.

- C. 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.
- D. 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 or minority workers. The City shall consider the quality, quantity and intensity of efforts made by a contractor.
- E. 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 MBE and minority workers;
 - (iii) Packaging requirements, when feasible, into tasks or quantities that permit maximum participation from MBE and minority workers;
 - (iv) Providing interested MBE 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 MBE and firms that employ minority workers;
 - (vi) Assisting interested MBE and firms that employ minority workers in obtaining bonding, lines of credit or insurance;
 - (vii) Assisting interested MBE 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 MBE and minority workers;
 - (ix) If an MBE or a firm that employs minority workers 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 provide through Prevailing Wage documentation]*
 - (xi) All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- F. 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.

SECTION 10-4. PROGRAM ADMINISTRATION:

- A. The Public Works Director, or his designee, 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.

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals and 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, and each day on which a violation occurs or continues shall be considered a separate offense;
- (iii) Withhold the fine or penalty assessed from the unpaid portion of the contract;
- (iv) Order that the contractor will not be considered a responsive responsible bidder for future City projects until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

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 MBE 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.

**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).

Pre-Bid Sign-In Sheet

2019 Miscellaneous Sanitary & Storm Sewer Improvement

City Project 2019-09

May 14, 2018 @ 10:00 A.M., Public Works Conference Room

Name Email Address	Representing	Phone Number Fax Number	In Person (P) Conference Call (C)
1) Sarah Blaine Email: sblaine@decaturil.gov	City engineering	P: 424-2747	P X
			C
2) Daniel R. Luka Email: DLuka33@aol.com	Luka Co. Inc.	P: 519-1202	P X
			C
3) Jeff Entler Email: entler@comcast.net	Entler Excavating	521-3071	P X
			C
4) Paul Caswell Email: pcaswell@decaturil.ga	City	404-8745	P X
			C
5) Email:			P
			C
6) Email:			P
			C
7) Email:			P
			C
8) Email:			P
			C
9) Email:			P
			C
10) Email:			P
			C
11) Email:			P
			C
12) Email:			P
			C
13) Email:			P
			C
14) Email:			P
			C
15) Email:			P
			C

RETURN WITH BID

Date 5-22-19, 2019

(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

(SEAL)

By:

X Stuart Entler

Vice-President

Business Address &
Email Address

819 N Sunnyside Rd Decatur, IL 62522

karenentlerexe@gmail.com

Names of Officers

Stuart Entler

President

Stuart Entler

Secretary

Stuart Entler

Treasurer

Attest:

X Stuart Entler

Secretary

BID PROPOSAL
RETURN WITH BID

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
For
2019 MISCELLANEOUS SANITARY & STORM SEWER
IMPROVEMENT PROJECT
CITY PROJECT 2019-09

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20800150	TRENCH BACKFILL	CU YD	750	<u>45.00</u>	<u>33,750.00</u>
21400100	GRADING & SHAPING DITCHES	FOOT	100	<u>5.00</u>	<u>500.00</u>
25000100	SEEDING, CLASS 1	SQ YD	4,840	<u>1.50</u>	<u>7260.00</u>
25100105	MULCH, METHOD 1	SQ YD	4,840	<u>1.00</u>	<u>4840.00</u>
25100630	EROSION CONTROL BLANKET	SQ YD	30	<u>5.00</u>	<u>150.00</u>
25200100	SODDING	SQ YD	30	<u>30.00</u>	<u>900.00</u>
28000510	INLET PROTECTION	EACH	5	<u>1.00</u>	<u>5.00</u>
28000900	FENCE (EROSION CONTROL)	FOOT	75	<u>5.00</u>	<u>375.00</u>
40800010	BITUMINOUS MATERIALS (PRIME COAT)	GAL	50	<u>15.00</u>	<u>750.00</u>
40800040	INCIDENTAL BITUMINOUS SURFACING	TON	45	<u>400.00</u>	<u>18,000.00</u>
42000100	PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH	SQ YD	175	<u>100.00</u>	<u>17,500.00</u>
42000101	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 6 INCH	SQ YD	400	<u>20.00</u>	<u>8,000.00</u>
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	50	<u>100.00</u>	<u>5,000.00</u>
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	200	<u>22.00</u>	<u>4400.00</u>
44000100	PAVEMENT REMOVAL	SQ YD	350	<u>20.00</u>	<u>7000.00</u>
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	50	<u>20.00</u>	<u>1000.00</u>
44000600	SIDEWALK REMOVAL	SQ FT	200	<u>5.00</u>	<u>1000.00</u>

BID PROPOSAL
RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
44001700	COMBINATION CONCRETE CURB AND GUTTER REM. AND REPLACEMENT	FOOT	75	<u>110.00</u>	<u>8250.00</u>
44213200	SAW CUTS	FOOT	1,000	<u>5.00</u>	<u>5000.00</u>
550A0340	STORM SEWERS, CLASS A, TYPE 2, 12 INCH	FOOT	25	<u>110.00</u>	<u>2750.00</u>
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	FOOT	25	<u>130.00</u>	<u>3250.00</u>
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	FOOT	25	<u>155.00</u>	<u>3875.00</u>
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	FOOT	25	<u>165.00</u>	<u>4125.00</u>
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	FOOT	25	<u>230.00</u>	<u>5750.00</u>
59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	80	<u>110.00</u>	<u>8800.00</u>
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	8	<u>5000.00</u>	<u>40,000.00</u>
60228120	MANHOLES, SANITARY, 5 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	4	<u>5,500.00</u>	<u>22,000.00</u>
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	FOOT	10	<u>600.00</u>	<u>6000.00</u>
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	FOOT	3	<u>700.00</u>	<u>2100.00</u>
60240220	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	EACH	2	<u>2400.00</u>	<u>4800.00</u>
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	2	<u>2700.00</u>	<u>5400.00</u>
60238700	INLETS, TYPE B, TYPE 1, FRAME AND GRATE	EACH	2	<u>2800.00</u>	<u>5600.00</u>
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	EACH	2	<u>3000.00</u>	<u>6000.00</u>
60255800	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	5	<u>3000.00</u>	<u>15,000.00</u>
60255801	MANHOLE TO BE ADJUSTED W/ NEW TYPE 1 FRAME, CLOSED LID IN PAVEMENT	EACH	5	<u>5000.00</u>	<u>25,000.00</u>
67100100	MOBILIZATION	EACH	25	<u>1500.00</u>	<u>37,500.00</u>
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	EACH	15	<u>1000.00</u>	<u>15,000.00</u>

BID PROPOSAL
RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	EACH	8	<u>2250.00</u>	<u>18000.00</u>
Z0001000	SUSPENSION OF WORK	HOUR	25	<u>500.00</u>	<u>12500.00</u>
Z0018900	DOWEL BARS	EACH	100	<u>15.00</u>	<u>1500.00</u>
Z0059500	SEWER, TYPE 2 & 3, 6 INCH	FOOT	40	<u>65.00</u>	<u>2600.00</u>
Z0059600	SEWER, TYPE 2 & 3, 8 INCH	FOOT	100	<u>110.00</u>	<u>11,000.00</u>
Z0059700	SEWER, TYPE 2 & 3, 10 INCH	FOOT	100	<u>120.00</u>	<u>12,000.00</u>
Z0059800	SEWER, TYPE 2 & 3, 12 INCH	FOOT	65	<u>130.00</u>	<u>8450.00</u>
Z0059900	SEWER, TYPE 2 & 3, 15 INCH	FOOT	25	<u>150.00</u>	<u>3750.00</u>
Z0059925	SEWER, TYPE 2 & 3, 18 INCH	FOOT	20	<u>170.00</u>	<u>3400.00</u>
Z0059950	SEWER, TYPE 2 & 3, 24 INCH	FOOT	20	<u>195.00</u>	<u>3900.00</u>
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	EACH	1	<u>\$40,000.00</u>	<u>\$40,000.00</u>
Z0064600	SELECTIVE CLEARING	ACRE	0.2	<u>5000.00</u>	<u>1000.00</u>
XX000541	EXPLORATORY EXCAVATION	EACH	15	<u>1000.00</u>	<u>15,000.00</u>
XX003424	CONNECT TO EXISTING STRUCTURE	EACH	15	<u>1000.00</u>	<u>15,000.00</u>
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	EACH	8	<u>500.00</u>	<u>4,000.00</u>
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	EACH	1	<u>1000.00</u>	<u>1,000.00</u>
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-10 INCH)	EACH	35	<u>800.00</u>	<u>28,000.00</u>
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	EACH	10	<u>1400.00</u>	<u>14,000.00</u>
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (18-24 INCH)	EACH	5	<u>1700.00</u>	<u>8500.00</u>

BID PROPOSAL
RETURN WITH BID

<u>BID ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
XX004209	SANITARY SERVICE CONNECTION	EACH	10	<u>1000.00</u>	<u>10,000.00</u>
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	FOOT	20	<u>35.00</u>	<u>700.00</u>
TOTAL BASE BID				<u>550,930.00</u>	
<u>Five hundred Fifty thousand nine hundred thirty</u> TOTAL BASE BID (IN WORDS) dollars					

Alt. A - West Karen Drive Special Project

<u>BID ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
25000100	SEEDING, CLASS 1	SQ YD	700	<u>3.50</u>	<u>2450.00</u>
25100105	MULCH METHOD 1	SQ YD	700	<u>2.00</u>	<u>1400.00</u>
28000900	EROSION CONTROL FENCE	FEET	30	<u>15.00</u>	<u>450.00</u>
60228110	MANHOLE, SANITARY, 4 FT-DIA. TYPE 1 FRAME, CLOSED LID	EACH	1	<u>5000.00</u>	<u>5000.00</u>
67100100	MOBILIZATION	LSUM	1	<u>2000.00</u>	<u>2000.00</u>
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	LSUM	1	<u>1000.00</u>	<u>1000.00</u>
X0327371	PLUG EXISTING PIPE	EACH	1	<u>500.00</u>	<u>500.00</u>
X0840000	SANITARY SEWER REMOVAL 8"	FEET	170	<u>20.00</u>	<u>3400.00</u>
X1200073	MANHOLE REMOVAL	EACH	1	<u>2000.00</u>	<u>2000.00</u>
XX003424	CONNECT TO EXISTING STRUCTURE	EACH	2	<u>1000.00</u>	<u>2000.00</u>
XX005488	CONNECT TO EXIST. PIPE W/STAINLESS STEEL SHEAR RING 8"	EACH	1	<u>800.00</u>	<u>800.00</u>

BID PROPOSAL
RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
XXX0001	6FT DIAMETER MANHOLE LID SPL.	EACH	1	<u>2500.00</u>	<u>2500.00</u>
XXX0002	BY-PASS PUMPING	LSUM	1	<u>5000.00</u>	<u>5000.00</u>
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	<u>\$5,000.00</u>	<u>\$5,000.00</u>
Z0059600	SEWER, TYPE 2, 8"	FEET	170	<u>100.00</u>	<u>17,000.00</u>
TOTAL ALT. A				<u>50,500.00</u>	
TOTAL BASE BID + ALT. A				<u>601,430.00</u>	



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

**RETURN WITH
BID**

Subcontractor Utilization Statement

Date:	5-22-19	Project Title:	2019 Misc. Sanitary + Storm Sewer Imp. Project
Total Contract Value:	601,430.00	Project Number:	2019-09

Section I: Prime Contractor Information

Prime Contractor: Entler Excavating
 Address: 819 N Sunnyside Rd
Decatur IL 62522
 Phone: 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
Burdick Plumbing	Non-MBE	26,500.00	4.406	manhole adjustment
C.L. Rhodes Concrete	Non-MBE	38,400.00	6.384	concrete
Loyalty Services	MBE	10,000.00	1.662	Trucking
Totals				

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
N/A		

Section III Continued: MBE subcontractors that submitted bids but were not selected

Subcontractor Name	Scope of Work Bid	Reason for Denial
N/A		

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

Section IV: MBE subcontractors that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Miniland Concrete & Paving	phone	left messages / No response
J. Central TL Const	phone	said he was interested but did not submit bid
Alexander Bros. Const	phone	left messages / No response
Loyalty Services	phone	bidding

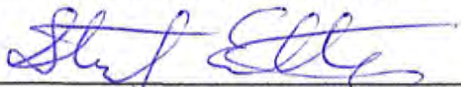
• If more firms were contacted, please copy this form and attach the additional information.

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 the subcontractor utilization goal of 10% 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.

This form must be completed and submitted with the bid proposal. All subcontractors intended for use on this project shall be listed in the columns above; along with the total amount to be paid to the subcontractors; percentage of total contract; and scope of work. If for whatever reason the Prime Contractor has to utilize a subcontractor 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 subcontractors 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.

X 
Signature of Prime Contractor

5-22-19
Date



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

**RETURN WITH BID WHEN
REQUIRED**

Minority Business Enterprise Participation Waiver Request

Date:	S-22-19	Project Title:	2019 Misc Sanitary & Storm Sewer Imp. project
		Project Number:	2019-091

Prime Contractor:

Entler Excavating

Address:

819 N Sunnyside Rd
Decatur IL 62522

Phone:

217-428-1865

Contact Person:

Stuart Entler

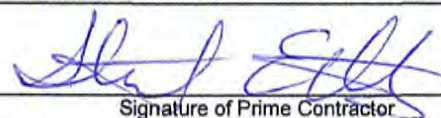
Email:

karenentlerex@gmail.com

We hereby request that the City waive the Minority Business Enterprise (MBE) participation goals on the above named project for the following reason(s). We further affirm that the stated reasons and documents provided are true and correct and not misleading.

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

☒	An insufficient number of MBEs responded to our invitation to bid. (Attach a list of MBEs contacted for each work item to be subcontracted along with the dollar amount for each item)
☐	No subcontracting opportunities exist. (Attach explanation)
☐	The award of subcontract(s) is impracticable. (Attach explanation)
☐	Other – (State reason and attach explanation)

X 

Signature of Prime Contractor

S-22-19

Date

FOR OFFICIAL USE ONLY

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

The 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

REVIEWED 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**

MBE Subcontractor Information Form

Date:	5-22-19	Project Title:	2019 Misc. Sanitary & Storm Sewer Imp Project
Total Contract Value:	601,430.00	Project Number:	2019-09

Section I: MBE Subcontractor Information

Subcontractor: Loyalty Services

Address: 3722 Tulane
Decatur IL 62522

Phone: 217-853-2204

Contact Person: JJ Rhodes

Email:

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking	10,000.00	1.662

This form must be completed and submitted with the bid proposal for each MBE Subcontractor. All Subcontractors intended for use on this project shall have an **MBE Subcontractor Information Form** signed by the prime contractor and subcontractor. If for whatever reason the Prime Contractor changes or adds a Subcontractor, a **Notification of Change in Participation Form** and **MBE Subcontractor 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 subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
<i>[Signature]</i>	Stuart Entler
Title	Date
President	5-22-19

Subcontractor Signature	Print
<i>[Signature]</i>	JJ Rhodes
Title	Date
Owner	5-22-19

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, 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 22 day of May, 2019.

(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.

ENTLER EXCAVATING COMPANY INC

819 N. SUNNYSIDE ROAD
DECATUR, IL 62522

Telephone (217) 428-1865
Fax (217) 428-1895
Entlerex.com

5-22-2019

City of Decatur
#1 Gary K Anderson Plaza
Decatur, IL 62523

Re: 2019 Miscellaneous Sanitary & Storm Sewer Improvement Project CP2019-09

To Whom It May Concern,

Entler Excavating placed an ad in the Decatur Herald & Review seeking qualified minority businesses/sub-contractors to perform work in the areas of: Asphalt Paving and Concrete. We received no response from the ad.

We contacted by phone:

- Minilandscaping Co. Inc. (Asphalt & Concrete): 5-16-19 & 5-17-19 called and left messages / No response back
- J&J Central IL Const. (Asphalt & Concrete): 5-16-19 spoke to Landon said he was interested so I sent an email also with info / Did not bid
- Alexander Brothers Const. (Concrete): 5-16-19 & 5-17-19 called and left message / No response back
- Loyalty Services (Trucking): bidding

Entler Excavating will be doing the asphalt paving

Sincerely,
Stuart Entler
President
Entler Excavating Co., Inc.

Customer Ad Proof

60001441 **ENTLER EXCAVATING CO INC**

Order Nbr 44363

Publication **DEC Herald & Review**

Contact **ENTLER EXCAVATING CO INC**

Address 1 **819 N SUNNYSIDE RD**

Address 2

City St Zip **DECATUR IL 62522**

Phone **2174281865**

Fax

Section **Legals**

SubSection

Category **0991 Legal Inside**

Ad Key **44363-1**

Keywords **44363 Notice to Minority Busin**

Notes

Ad Proof

44363
Notice to Minority Business
Enterprises

Entler Excavating Co. Inc. 819 N. Sunnyside Rd. Decatur, IL 62522. 217-428-1865, is seeking Minority Business Enterprises for the 2019 Miscellaneous Sanitary & Storm Sewer Improvement Project CP 2019-09 with subcontracting opportunities in the following areas: Concrete and Asphalt Paving. All Minority Business Enterprises should contact, IN WRITING, (certified letter, return receipt requested), Jeff Entler to discuss the subcontracting opportunities. All negotiations must be completed prior to the bid opening date of May 22, 2019. All bids received will be reviewed for compliance of the contract and awarded to the lowest responsible bidder meeting these requirements.

PO Number

Rate **Open**

Order Price **255.50**

Amount Paid **0.00**

Amount Due **255.50**

Start/End Dates **05/16/2019 - 05/22/2019**

Insertions **7**

Size **25**

Salesperson(s) **Legals Rep**

Taken By **Meagan Williams**



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 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	% of Total Contract:		

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize a MBE:

Signature of Prime Contractor

Date



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

**RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR**

MBE Subcontractor Information Form

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

Section I: MBE Subcontractor Information

Subcontractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Estimated Work

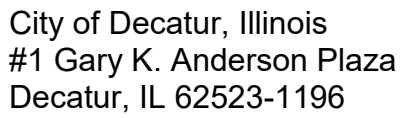
Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract

This form must be completed and submitted with the bid proposal for each MBE Subcontractor. All Subcontractors intended for use on this project shall have an **MBE Subcontractor Information Form** signed by the prime contractor and subcontractor. If for whatever reason the Prime Contractor changes or adds a Subcontractor, a **Notification of Change in Participation Form and MBE Subcontractor 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 subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
Title	Date

Subcontractor Signature	Print
Title	Date



Final Subcontractor 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.

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

☐	MBE Goal for subcontractor utilization of 10% has been reached
☐	MBE Goal for subcontractor utilization of 10% has not been reached but Contractor has met the goal estimated on the Subcontractor Utilization Statement submitted at Bid
☐	MBE Goal for subcontractor utilization of 10% has not been reached and Contractor has not met the goal estimated on the Subcontractor Utilization Statement submitted at Bid (attach explanation)
☐	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

CONTRACT

THIS CONTRACT, made and entered into this 3rd day of June, 2019, 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 **"2019 MISCELLANEOUS SANITARY & STORM SANITARY SEWER IMPROVEMENT PROJECT, CITY PROJECT 2019-09"**, 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 June 1, 2020.**
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
Addenda No. 1, Dated 5/17/19
Non-Collusion Affidavit
Contract (This Instrument)
Contract Change Orders
Performance Bond

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

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

ENTLER EXCAVATING COMPANY, INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2019 Miscellaneous Sanitary & Storm Sewer Improvement Project

Project Number 2019-09

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

Six Hundred One Thousand, Four Hundred Thirty and NO/100-----

----- Dollars (\$601,430.00), lawful money of 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.

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. _____

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. _____

My commission expires _____
Notary Public (SEAL)

CITY OF DECATUR

Approved this 3rd day of June, A.D. 2019

Attest:

Kim Althoff, City Clerk

City

Clerk

City Council

City of Decatur, Illinois

Julie Moore Wolfe, Mayor

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GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE

The contractor, prior to the execution of the contract, shall obtain and keep in force during the performance of any and all work under this contract, the following insurance coverages, provided by companies acceptable to the City and authorized to transact business in the State of Illinois. The insurance companies will be rated by A.M. Best & Company with a rating not lower than A- and have a financial rating of VI. Coverage limits shall be written at not less than the minimum specified in this section. Higher minimum limits and additional coverages may be specified by a special condition elsewhere in the contract.

Workers' Compensation and Employer's Liability:

Workers compensation insurance shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended.

Employer's Liability	
a. Each Accident	\$500,000
b. Disease - policy limit	\$500,000
c. Disease - each employee	\$500,000

Commercial General Liability:

General Aggregate Limit	\$2,000,000
Products - Completed Operations	\$2,000,000
Each Occurrence Limit	\$1,000,000

Insurance shall be written on an occurrence form and shall provide coverage for: operations of the contractor, subcontractors (if any), broad form property damage, contractual liability and the hazards of explosion, collapse and underground (if appropriate). An Umbrella policy may be used to provide excess limits over underlying policy(ies) to meet the required limits of coverage.

Commercial Automobile Liability:

Bodily Injury & Property Damage Limit Each Occurrence	\$1,000,000
---	-------------

The policy shall cover owned, non-owned and hired vehicles.

Certificate:

Upon request the contractor shall file with the City certified copies of all insurance policies and all accompanying endorsements. The contractor shall supply certificates of insurance setting forth the coverage, limits, and endorsements before the City will execute the contract. The certificate of insurance shall include the City of Decatur, its officers and employees as an additional insured. In no event shall any failure of the City of Decatur to receive certificates or to demand receipt be construed as a waiver of the contractor's obligation to obtain and keep in force the required insurance.

GENERAL CONDITIONS

GC-1 CERTIFICATE OF INSURANCE (Continued)

Notice:

It shall be an affirmative obligation upon the contractor to advise the City's Representative at Fax No. (217) 424-2799 or mail to CITY ENGINEER, 1 GARY K. ANDERSON PLAZA, DECATUR, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract.

NOTICE: THIS CONTRACT WILL NOT BE AWARDED UNTIL THE CONTRACTOR HAS PROVIDED THE CITY WITH A CONTRACT PERFORMANCE BOND AND PROOF OF INSURANCE.

GENERAL CONDITIONS

GC-2 CLEAN UP

The Contractor shall at all times keep the premises free from accumulations of surplus excavated material, waste material or rubbish caused by their employees or work.

Upon completion of the work, the Contractor shall remove all their rubbish from and about the structures, buildings, and premises, also all their tools, equipment, scaffolding and surplus materials, and shall leave their work clean, ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge cost of removals to the Contractor or separate contractors, if any, in proportion to amounts determined by the Engineer to be just.

GC-3 CONSTRUCTION STAKING

The Engineer shall provide basic line and grade staking for construction. Such basic line and grade shall be limited in general to:

- (1) not more than two base lines (generally perpendicular to each other) and one bench mark for a building, a plant site or a major structure; and
- (2) centerline stakes and offset grade stakes, where applicable, at all changes in direction, manhole location, special structure, or similar critical location, together with bench marks, as may be necessary, along the line of work for utility distribution and transmission lines.

Any additional (detailed) construction staking shall be provided by the Contractor, who shall be fully responsible for transfer of data from the basic lines and grades provided by the Engineer. Detailed construction staking shall generally include such items as slope stakes, intermediate centerline stakes, additional offset grade stakes and similar work. The Contractor shall also be responsible for setting of all offsets, lines, string lines, reference points, reference grades, and similar control data required to execute the work under this contract.

The Contractor shall furnish all marking paint, stakes, hubs, lath or similar materials necessary for additional (detailed) construction staking, and shall provide manual assistance (rodmen) to assist the Engineer in checking or confirming the detailed staking, to whatever extent the Engineer deems necessary. Such checking, or the absence of it, by the Engineer shall in no way relieve the Contractor from full responsibility for the accuracy and adequacy of the detailed construction staking.

All costs of materials and labor occasioned by the Contractor's responsibilities as listed above, shall be borne by the Contractor and shall be included in the respective bid prices of the various items work.

GENERAL CONDITIONS

GC-4 CONTRACT WARRANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The Contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.

GC-5 CONTRACTOR AVAILABILITY

At all times when work is being performed (by Contractor himself or subcontractor), the prime Contractor shall have on the job site someone in their direct employ who is capable of meeting with the Engineer and making decisions. If authorized by the Engineer, this condition may be satisfied by having a telephone number or someone who satisfies the above requirements.

GC-6 COORDINATION

Cooperation between the Contractor, City and Property Owners is imperative. The responsibility and cost to maintain access is borne by the Contractor. The costs for temporary walks and driveways if necessary are to be incidental to the related bid items unless specifically paid as a separate item.

GC-7 DUST CONTROL

As a part of their construction obligation, the Contractor shall make every reasonable effort to control dust throughout the construction area. Dirt, sand or other materials scattered over traveled areas shall be disposed of by sweeping, flushing or other appropriate measure. Temporary surfacing shall be continually maintained to avoid loose materials or dust pockets.

GC-8 ESTIMATED QUANTITIES AND LOCATION CHANGES

The quantities for this job are estimates only. These estimated quantities are used for establishing unit prices. The City reserves the right to increase, decrease, or omit any of the estimated quantities in this project. No additional compensation will be allowed for these changes.

GENERAL CONDITIONS

GC-9 FAIR EMPLOYMENT PRACTICES

The Contractor and all subcontractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause as contained in the Special Conditions of the Contract.

The Contractor and all subcontractors must comply with the Minority Participation Goals set forth in Section 28-10 of the City Code. Documentation must be provided on all good faith efforts to comply with the participation goals. This will include, but not be limited to, entering weekly certified payroll reports, contract and subcontract information, and payment verification through **ePrismSoft**, a web-based compliance tracking software. Access to **ePrismSoft** is provided by the City of Decatur.

GC-10 INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City of Decatur, and its officers and its employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the work to be performed under this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by the negligent acts, errors or omissions of the Contractor, any Subcontractor of the Contractor, or any officer employee or agent of the Contractor. The obligations of this Section shall not apply to damages which the City of Decatur shall become liable by final judgment to pay to a third party as the result of the negligent act, error or omission of the City of Decatur, its officers, employees or agent of the City of Decatur.

GC-11 INSPECTION

The Contractor shall give sufficient advance notice of placing orders to permit tests to be completed before the materials are incorporated in the work and he shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All costs connected with the furnishing and testing of samples will be borne by the Contractor. Independent testing laboratories may be used provided they meet the approval of the City.

GC-12 LANE CLOSURE PERMITS

It is the Contractor's responsibility to obtain all necessary permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GC-13 LOCATION OF UTILITIES

Prior to commencing construction, the Contractor shall contact JULIE (1-800-892-0123), and those agencies listed below to secure utility locations and data:

City of Decatur	(JULIE Member)
Ameren Illinois	(JULIE Member)
AT&T	(JULIE Member)
Comcast	(JULIE Member)

GENERAL CONDITIONS

GC-13 LOCATION OF UTILITIES (Continued)

The Contractor shall be held responsible for protecting all utilities and in the event the contractor damages any of them, they shall be replaced by the Contractor to the satisfaction of the utility owner at their own expense.

GC-14 MEASUREMENT AND PAYMENT

Payment shall be made only for those items listed in the Schedule of Prices in the Contractor's proposal, except as extra work may be directed by the Engineer, in writing, during construction. Miscellaneous items of work not specifically listed in the Contractor's proposal shall be considered incidental to the contract work and the cost thereof shall be included in the appropriate contract bid item.

GC-15 METHOD OF PAYMENT

Requests for partial payment may be submitted in writing by the Contractor to the Engineer, generally on a monthly basis. Requests shall make an approximate estimate of the materials in place complete, the amount of work performed, and the value thereof, at the contract unit prices. Copies of the certified payroll for employees of the Contractor and for the respective subcontractors should be submitted through ePrismSoft. Copies of the invoices for materials and equipment actually on the job site for which payment is requested by the Contractor shall be included in the request.

Payments by the City will be equal to the approved partial payment amount, less retainage in accordance with Section 109.07 of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, adopted January 1, 1997. Retainage will be released to the Contractor upon satisfactory completion of the work and shall be used for necessary adjustments to the pay schedule which may result from irregularities, substitutions or changes.

The City will deduct from the amount so determined for the first 50 percent of the completed work a sum of ten percent to be retained until after the completion of the entire work to the satisfaction of the Engineer. After 50 percent or more of the work is completed, the Engineer may, at his/her discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed 90 percent of the amount retained after making partial payments, but in no event shall the amount retained after making the semi-final payment be less than one percent of the adjusted contract price, nor less than \$500.00. Retainage will be released to the Contractor upon satisfactory completion of the work and shall be used for necessary adjustments to the pay schedule which may result from irregularities, substitutions or changes.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved. Furthermore, progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c).

GENERAL CONDITIONS

GC-16 PERMITS

It is the Contractor's responsibility to obtain all necessary permits. Any costs incurred in obtaining these permits are to be incidental to the related contract item. Permit fees will be waived for those permits issued by the City of Decatur.

GC-17 DOCUMENTATION OF EXISTING CONDITIONS

The Contractor shall provide DVD or Digital video of existing facilities along the route or area of all construction, prior to the start of such construction. Construction of this facility will generally be along street right-of-way containing trees, bushes, fences, driveways and similar items. Special attention shall be given to coverage of the entire easement and immediate adjacent areas which might be disturbed during construction.

The video shall be adequate to serve as a basis for comparison in determining whether the terms of the specifications with respect to replacements, restoration and/or preservation of existing surfaces have been complied with. One print of the video taken shall be given to the Engineer for his files. The cost for this item shall be included in the respective prices for the various items of work.

GC-18 PREVAILING WAGE RATES

The Contractor shall supply the Engineer with weekly certified copies of the payroll for both the prime Contractor and their subcontractors through ePrismSoft. City Engineering will monitor the payroll for compliance with the applicable "prevailing wage rates" as required by the Special Conditions of this contract.

Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webinfo@eprismsoft.com or (309) 692-6400.

GC-19 PROJECT MAINTENANCE

Should the City become aware of an unsafe condition existing within the scope of this project, the City will attempt to contact the Contractor to resolve the unsafe condition. However, if the City is unable to contact the Contractor's designated representative or if the Contractor fails to respond within a reasonable period, the City will perform the necessary operations and the cost for labor, equipment and materials will be deducted from the contract.

GC-20 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Engineer harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

GENERAL CONDITIONS

GC-21 SAFETY

The Contractor shall be responsible for the safety of all persons on the work, and shall exercise all necessary precautions and furnish necessary material to provide for the safety and protection of all persons on the work. The Contractor shall comply with the safety provisions of applicable building codes, Municipal, County, State and Federal, and provisions of the Occupational Safety and Health Act of 1970, and the standards established thereunder.

The Contractor is solely responsible for any and all procedures, methods, structures or equipment submitted or employed. The acceptance thereof shall not in any manner relieve the Contractor of any liability whatsoever on account of any procedures or methods employed by them, or due to any failure or movement of any structures or equipment furnished by them.

GC-22 SCHEDULE NOTIFICATION

It shall be the responsibility of the Contractor to notify the Engineering Division, in writing, of the schedule of street closures for the following week. The Engineering Division will notify the local media and return a copy of the permit and media release to the Contractor.

This work shall be considered as incidental to the contract and no additional compensation will be allowed.

GC-23 TAXES

Pursuant to Department of Revenue, Illinois Retailer's Occupation Tax Rule 15(4), sales of materials for incorporation into Owner's real estate are exempt from retailer's occupation tax and use tax. However, sales of tools, fuel, lumber for forms, and other end use or consumption items which are not incorporated into Owner's real estate are taxable sales.

GC-24 TRENCH AND EXCAVATION SAFETY

The Contractor will comply with all Federal, State and City laws, regulations and procedures governing trench and excavation safety. In no case will trench / excavation protection be less than the standards and regulations established by the "Department of Labor, Occupational Safety and Health Administration 29 CFR Part 1926, Occupational Safety and Health Standards - Excavations; Final Rule."

For trench depths of 5 feet or more, the Contractor shall provide trench protection accordance with the applicable standards and regulations cited. Prior to the commencement of any excavation or trenching activity with anticipated depths of 5 feet or more, the Contractor shall provide to the Engineer, in writing, his procedures for fulfilling the safety requirements for trench / excavation protection. The written statement will include the name and credentials of the competent person, employed by the contractor, who is responsible for trench / excavation safety on the job site.

GENERAL CONDITIONS

GC-25 USE OF FIRE HYDRANTS

Prior to any use of fire hydrants by the Contractor, a permit shall be obtained from the Water Services Division in accordance with Sections 20 and 23 of Chapter 64 of the City Code. Water Services Division is located at 2600 North Jasper Street; phone 217-875-5705. The permit will be issued at no charge to the Contractor.

GC-26 TERMINATION FOR PUBLIC CONVENIENCE

The City may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either City or Contractor control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, cessation of funding from third parties and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When contracts, or any portion thereof, are definitely terminated or cancelled, and the Contractor released before all items of work included in his/her contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified for partially completed items, and no claims for loss of anticipated profits will be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained by the Contractor for the work, that have been inspected, tested and accepted by the Engineer, and that are not incorporated in the work may, at the option of the Engineer, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of a contract, as stated above will not relieve the Contractor or his/her surety of the responsibility of replacing defective work as required by the contract."

END OF GENERAL CONDITIONS

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SC-1 PREVAILING WAGE RATES

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, that 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.

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, social security number and classification or classifications;
 - b. The number of hours worked each day; and,
 - c. The starting and ending time of work each day.
6. All contractors and subcontractors must submit to the City of Decatur certified payroll records every month consisting of a complete copy of the records required to be kept above except for the start and end times.
7. The certified payroll records for both the prime Contractor and their subcontractors should be entered into ePrismSoft, an electronic web-based compliance tracking software. Access to ePrismSoft has been furnished by the City of Decatur. To activate access, the Prime Contractor and all subcontractors are to contact Human Capital Development at webinfo@eprismsoft.com or (309) 692-6400.

8. The certified payroll records must contain a statement signed by the contractor and all subcontractors averring that:
 - a. The certified payroll records submitted are true and accurate;
 - b. The hourly rate paid to each worker is not less than the general prevailing wage rate required; and,
 - c. They are aware and acknowledge that filing certified payroll records they know to be false is a Class B misdemeanor.
9. Certified payroll records submitted to the City of Decatur shall be considered public records pursuant to the Illinois Freedom of Information Act except for employees' addresses, phone numbers and social security numbers.
10. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall comply.
11. Payment to the contractor or any and all subcontractors is expressly conditioned upon strict compliance of the Act, including, but not limited to submittal of certified payroll records.
12. 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.

Macon County Prevailing Wage for April 5, 2019

Prevailing Wage rates for
Macon County effective
April 5, 2019

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	H/W		Pension	Vacation	Training	
Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH		H/W	Pension	Vacation	Training	
ASBESTOS ABT-GEN	All	BLD		30.89	32.14	1.5	1.5	2	2	6.3	16.87	0	0.9	0
ASBESTOS ABT-MEC	ALL	BLD		31.56	32.56	1.5	1.5	2	2	8.25	3	0	0	0
BOILERMAKER	All	BLD		37	39.5	1.5	1.5	2	2	7.07	23.72	1.5	1.05	0
BRICK MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
CARPENTER	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
CARPENTER	All	HWY		33.3	35.05	1.5	1.5	2	2	8.55	17.5	0	0.52	0
CEMENT MASON	All	BLD		32.10	33.1	1.5	1.5	2	2	6.3	16.3	0	0.61	0
CEMENT MASON	All	HWY		34.43	35.68	1.5	1.5	2	2	6.3	15.85	0	0.60	0
CERAMIC TILE FNSHER	All	BLD		31.03	31.03	1.5	1.5	2	2	9.1	10.29	0	0.15	0
ELECTRIC PWR EQMT OP	All	ALL		45.09	56.52	1.5	1.5	2	2	7.1	12.62	0	0.45	0
ELECTRIC PWR GRNDMAN	All	ALL		30.81	56.52	1.5	1.5	2	2	6.67	8.62	0	0.31	0
ELECTRIC PWR LINEMAN	All	ALL		50.11	56.52	1.5	1.5	2	2	7.25	14.03	0	0.5	0
ELECTRIC PWR TRK DRV	All	ALL		32.32	56.52	1.5	1.5	2	2	6.72	9.05	0	0.32	0
ELECTRICIAN	All	BLD		37	40.7	1.5	1.5	2	2	7.4	10.36	0	0.56	0
ELECTRONIC SYS TECH	All	BLD		33.55	35.55	1.5	1.5	2	2	7.05	7.00	0	0.4	0
ELEVATOR CONSTRUCTOR	All	BLD		44.78	50.38	2	2	2	2	15.43	16.61	3.58	0.61	0
GLAZIER	All	BLD		35.91	37.91	1.5	1.5	2	2	6.25	10.2	0	0.68	0
HT/FROST INSULATOR	All	BLD		38.7	39.7	1.5	1.5	2	2	10.26	12.21	0	0.7	0
IRON WORKER	E	ALL		32.86	34.76	1.5	1.5	2	2	11.14	12.09	0	1.11	0
IRON WORKER	W	BLD		31.64	33.64	1.5	1.5	2	2	9.82	15.16	0	0.7	0

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IRON WORKER	W	HWY		33.16	34.86	1.5	1.5	2	2	9.82	16.07	0	0.7	0
LABORER	All	BLD		28.39	29.64	1.5	1.5	2	2	6.3	16.87	0	0.8	0
LABORER	All	HWY		29.65	30.65	1.5	1.5	2	2	6.3	17.88	0	0.8	0
LATHER	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
MACHINIST	All	BLD		48.38	50.88	1.5	1.5	2	2	7.23	8.95	1.85	1.47	0
MARBLE FINISHERS	ALL	BLD		30.7	30.7	1.5	1.5	2	2	8.57	9.94	0	0.1	0
MARBLE MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0
MILLWRIGHT	All	BLD		32.24	34.49	1.5	1.5	2	2	8.55	17.96	0	0.54	0
MILLWRIGHT	All	HWY		34.98	36.73	1.5	1.5	2	2	8.55	18.52	0	0.52	0
OPERATING ENGINEER	All	BLD	1	36.79	38.86	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	2	34.32	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	3	30.53	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	BLD	4	38.36	38.36	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	1	42.77		1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	HWY	2	38.17		1.5	1.5	2	2	11.30	10.60	0	2.05	0
OPERATING ENGINEER	All	HWY	3	31.09		1.5	1.5	2	2	11.30	10.60	0	2.05	4.86
OPERATING ENGINEER	All	HWY	4	44.38	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
OPERATING ENGINEER	All	O&C		34.22	0	1.5	1.5	2	2	11.3	10.6	0	2.05	0
PAINTER	All	ALL		29.39	30.50	1.5	1.5	2	2	6.3	12.3	0	0.70	0
PAINTER OVER 30FT	All	ALL		30.00	31.50	1.5	1.5	2	2	6.30	12.30	0	0.70	0
PAINTER PWR EQMT	All	ALL		29.75	31.25	1.5	1.5	2	2	6.3	12.3	0	0.7	0
PILEDRIIVER	All	BLD		33.24	35.49	1.5	1.5	2	2	8.55	17.5	0	0.54	0
PILEDRIIVER	All	HWY		33.3	35.05	1.5	1.5	2	2	8.55	17.5	0	0.52	0
PIPEFITTER	All	BLD		37.97	41.97	1.5	1.5	2	2	7.25	10.51	0	1.11	0
PLASTERER	ALL	BLD		30	32	1.5	1.5	2	2	8.4	17.74	0	0.8	0
PLUMBER	All	BLD		37.97	41.97	1.5	1.5	2	2	7.25	10.51	0	1.11	0
ROOFER	All	BLD		28.57	31.59	1.5	1.5	2	2	10.8	8.66	0	0.65	0
SHEETMETAL WORKER	All	BLD		33.11	36.11	1.5	1.5	2	2	9.2	15.13	0	0.7	0
SPRINKLER FITTER	All	BLD		42.87	45.62	1.5	1.5	2	2	8.67	9.55	0	0.52	0
STONE MASON	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0

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TERRAZZO FINISHER	ALL	BLD		30.7	30.7	1.5	1.5	2	2	8.57	9.94	0	0.1	0
TERRAZZO MASON	ALL	BLD		32.2	32.2	1.5	1.5	2	2	8.57	9.94	0	0.1	0
TILE MASON	All	BLD		32.53	32.53	1.5	1.5	2	2	9.1	10.29	0	0.15	0
TRUCK DRIVER	All	ALL	1	37.16	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	2	37.69	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	3	37.98	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	4	38.3	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	ALL	5	39.32	41.17	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	1	29.73	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	2	30.15	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	3	30.38	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	4	30.64		1.5	1.5	2	2	12.65	6.35	0	0.25	0
TRUCK DRIVER	All	O&C	5	31.46	32.94	1.5	1.5	2	2	12.65	6.35	0	0.25	0
TUCKPOINTER	All	BLD		31.72	33.31	1.5	1.5	2	2	9.1	13.96	0	0.85	0

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations MACON COUNTY

IRON WORKERS (WEST) - West of a straight line just east of Route 51 to the southeast corner where Shelby, Macon and Moultrie counties meet. The following

list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

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EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work. TRUCK

DRIVER - OIL AND CHIP RESEALING ONLY.

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This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

CLASS 1. Asphalt Screed Man; Aspeco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backfillers, Crane Type; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Cherry Pickers; Clam Shells; C.M.I. & similar type autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Pumps; Derricks; Derrick Boats; Draglines; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Orange Peels; Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Pushdozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Rotomill; Scoops, Skimmer, two cu. yd. capacity and under; Scoops, All or Tournapull; Sheep-Foot Roller (Self Propelled); Shovels; Skid Steer; Skimmer Scoops; Temporary Concrete Plant Operators; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Sideboom; Trenching or Ditching Machine; Tunnelluggers; Vermeer Type Saws; Water Blaster Cutting Head; Wheel Type End Loaders; Winch Cat.

CLASS 2. Air Compressors (six to eight)*; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Oiler on Two Paving Mixers When Used in Tandem; Boom or Winch Trucks; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist (with One Drum and One Load Line); Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Post Hole Digger, Mechanical; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in this Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Seaman Tiller; Straw Machine; Vibratory Compactor; Water Blaster, Power Unit; Welding Machines (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors(one to five)*; Air Compressors, Track or Self-Propelled; Automatic Hoist; Building Elevators; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Hoist, Automatic; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Robotic Controlled Equipment in this Classification; Scissors Hoist; Tractors without power attachments regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (1/300 Amp. or over)*; Welding machines (one to five)*

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CLASS 4. Lattice Boom Crawler Cranes; Lattice Boom Truck Cranes; Telescopic Truck-Mounted Cranes; Tower Cranes.

* Combinations of one to eight of any Air Compressors, Conveyors, Welding Machines, Water Pumps, Light Plants, or Generators shall be in batteries or within 400 feet and shall be paid as per the Classification Schedule contained in this Article.

OPERATING ENGINEERS - HIGHWAY

CLASS 1. Asphalt Screed Man; Asphco Concrete Spreaders; Asphalt Pavers; Asphalt Plant Engineer; Asphalt Rollers on Bituminous Concrete; Athey Loaders; Backhoes; Barber Green Loaders; Bulldozers; Cableways; Carry Deck Pickers; Cherry Pickers (Rough Terrain); C.M.I. & similar type- autograde formless paver, autograde placer & finisher; Concrete Breakers; Concrete Plant Operators; Concrete Pumps; Derricks; Derrick Boats; Dewatering Systems; Earth Auger or Boring Machines; Elevating Graders; Engineers on Dredges; Gravel Processing Machines; Grout Pump; Head Equipment Greaser; High Lifts or Fork Lifts; Hoists with two or more drums or two or more load lines; Hydro Jet or Hydro Laser; Locomotives, All; Mechanics; Motor Graders or Auto Patrols; Multi-Point Power Lifting Equipment; Operators or Leverman on Dredges; Operators, Power Boat; Operators, Pug Mill (Asphalt Plants); Overhead Cranes; Paving Mixers; Piledrivers; Pipe Wrapping and Painting Machines; Push-dozers, or Push Cats; Robotic Controlled Equipment in this Classification; Rock Crushers; Ross Carrier or Similar Machines; Roto-Mill; Scoops, Skimmer, two cu.

yd. capacity and under; Sheep-Foot Roller (Self Pro-pelled); Shovels; Skid Steer; Skimmer Scoops; Test Hole Drilling Machines; Tower Machines; Tower Mixers; Track Type End Loaders; Track Type Fork Lifts or High Lifts; Track Jacks and Tampers; Tractors, Side-boom; Trenching or Ditching Machine; Tunnelluggers; Vermeer-Type Saws; Wheel Type End Loaders; Winch Cat; Scoops, All or Tournapull.

CLASS 2. Air Compressors (six to eight)*; Articulated Dumps; Asphalt Boosters and Heaters; Asphalt Distributors; Asphalt Plant Fireman; Boom or Winch Trucks; Building Elevators; Bull Floats or Flexplanes; Concrete Finishing Machine; Concrete Saws, Self-Propelled; Concrete Spreading Machines; Conveyors (six to eight)*; Generators (six to eight)*; Gravel or Stone Spreader, Power Operated; Hoist, Automatic; Hoist with One Drum and One Load Line; Light Plants (six to eight)*; Mechanical Heaters (six to eight)*; Mud Jacks; Off Road Water Wagons; Oiler on Two Paving Mixers When Used in Tandem; Post Hole Digger, Mechanical; Robotic Controlled Equipment in This Classification; Road or Street Sweeper, Self-Propelled; Rollers (except bituminous concrete); Scissor Hoist; Sea-man Tiller; Straw Machine; Vibratory Compactor; Water Pumps (six to eight)*; Well Drill Machines.

CLASS 3. Air Compressors (one to five)*; Air Compressors, Track or Self-Propelled; Bulk Cement Batching Plants; Conveyors (one to five)*; Concrete Mixers (Except Plant, Paver, or Tower); Firemen; Generators (one to five)*; Greasers; Helper on Single Paving Mixer; Light Plants (one to five)*; Mechanic Helpers; Mechanical Heaters (one to five)*; Oilers; Power Form Graders; Power Sub-Graders; Pug Mills when used for other than Asphalt operation; Robotic Controlled Equipment in This Classification; Tractors without power attachments, regardless of size or type; Truck Crane Oiler and Driver (1 man); Vibratory Hammer (power source); Water Pumps (one to five)*; Welding Machines (one 300 Amp. or over)*; Welding Machines (one to five)*. CLASS 4. Lattice Boom Crawler Crane; Lattice Boom Truck Crane; Telescopic Truck- Mounted Crane; Tower Crane.

SC-2 FAIR EMPLOYMENT PRACTICES

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

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

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

SC-2 FAIR EMPLOYMENT PRACTICES (Continued)

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

END OF SPECIAL CONDITIONS

SPECIAL PROVISIONS
AND
STANDARD SPECIFICATIONS

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SPECIAL PROVISIONS

The following Standard Specifications shall be used for this project unless otherwise amended by the special provisions of this Section:

The Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction", current edition.

The City of Decatur, Department of Public Works, Engineering Division "Construction Standards", dated January 1, 2003.

"Standard Specifications for Water and Sewer Main Construction in Illinois", current edition.

The "Illinois Urban Manual" current version in effect on the date of invitation for bids

SP-1 DESCRIPTION OF WORK

The proposed improvement, 2019 Miscellaneous Sanitary & Storm Sewer Improvement Project, designated as City Project 2019-09, consists of making point repairs in the City's storm and sanitary sewer system at various locations around the City. The project performs a majority of the City's rapid response sewer repairs through June 1, 2020, as well as any additional storm and sanitary sewer repair work identified by the City. The work will also include pavement removal and restoration along with traffic control, and other items of restoration. The work will also include a special project on Karen Dr.

Sewer payment schedules have been provided to allow miscellaneous sewer repair work in addition to rapid response sewer repair work as requested by the City. Specific miscellaneous work items have not been identified and will be determined by the Engineer upon award of the contract and as required. Approximately two thirds (2/3) of the project is anticipated to be of an emergency (rapid response) nature. The contractor will be expected to be on-call to perform all requested rapid response sewer work for the City throughout the duration of this project.

SP-2 CONSTRUCTION SCHEDULE AND COMPLETION DATE

A completion date of **June 1, 2020** has been established for this contract as set forth in Section 108 of the Standard Specifications for Road and Bridge Construction to complete the sewer work identified in this contract. All applicable provisions of Section 108 shall apply.

An intermediate completion date of **August 1, 2019** is established for the special project on Karen Drive as set forth in Section 108 of the Standard Specifications for Road and Bridge Construction to complete the sewer work identified in this contract. All applicable provisions of Section 108 shall apply

All miscellaneous sewer repairs shall be completed within 10 calendar days after the Engineer orders the work to be done. Failure to complete miscellaneous repairs within 10 calendar days will result in liquidated damages per calendar day as specified in 108.09 of the Standard Specifications for Road and Bridge Construction based on the estimated cost of the identified work. If the quantity or scope of miscellaneous work cannot realistically be completed within 10 calendar days, the Contractor shall provide a schedule for the approval of the Engineer.

SPECIAL PROVISIONS

Upon approval by the Engineer, the schedule will be binding upon the Contractor in accordance with Section 108 of the Standard Specifications.

All rapid response sewer repair work identified by the Engineer shall be substantially completed or stabilized to the satisfaction of the City Engineer within 1 working day after the Engineer orders the work to be done.

Unless an extension is granted, and allocated funds are not expended, this project shall end on **June 1, 2020**.

SP-3 TRENCH BACKFILL FOR SEWERS

Description: This work will consist of providing all labor, equipment, tools, materials etc. required to excavate the trench to the necessary elevation and to place and compact bedding, haunching, initial backfill and final trench backfill material required to construct sanitary sewers in accordance with Section 20 of the “Standard Specifications for Water and Sewer Main Construction in Illinois” and in accordance with the plans.

Trench backfill will be provided in accordance with City Standards where indicated and as directed by the Engineer.

Measurement for Payment: Measurement for payment for trench backfill will be made in accordance with City Standards. Backfill with excavated material, or at locations where excavated material will be allowed, will not be measured separately. Excavation, bedding, haunching, and initial backfill quantities will not be measured for payment

Basis of Payment: All labor and materials necessary to comply with this specification will be paid for at the contract unit price per CUBIC YARD for TRENCH BACKFILL and no additional compensation will be paid.

Excavation, bedding, haunching, and initial backfill quantities will be included with the contract unit price per FOOT for SANITARY SEWER of the size and type specified.

SP-4 SEEDING AND MULCHING

Description: This work will consist of re-grading, preparing the soil, applying fertilizer, seeding, and mulch in accordance with Sections 250 and 251 of the Standard Specifications for Road and Bridge Construction.

Basis of Payment: All labor and materials necessary to comply with this special provision will be paid for at the contract unit price per SQUARE YARD for SEEDING, of class specified; and per ACRE for MULCH, of the method specified, and no additional compensation will be paid. Fertilizer application will be provided but shall not be paid for separately.

SPECIAL PROVISIONS

SP-5 GRADING AND SHAPING DITCHES

Description: This work will consist of providing all labor, equipment, tools, materials, transportation, services and technical competence required to grade and shape ditches. Work will mostly consist of grading and shaping ditches in tight restricted work areas, on private property, where smaller equipment must be utilized to limit the disturbance on the property.

Basis of Payment: All labor and materials necessary to comply with this special provision will be paid for at the contract unit price per FOOT for GRADING AND SHAPING DITCHES, and per SQUARE YARD for SEEDING, of class specified; and per SQUARE YARD for MULCH, of the method specified, or per SQUARE YARD for SODDING, and no additional compensation will be paid. Fertilizer application will be provided but shall not be paid for separately.

SP-6 SODDING

Description: This work will consist of regrading, preparing the soil, watering, and applying fertilizer in accordance with Sections 252 of the Standard Specifications for Road and Bridge Construction.

Basis of Payment: All labor and materials necessary to comply with this special provision will be paid for at the contract unit price per SQUARE YARD for SODDING and no additional compensation will be paid. Fertilizer application will be provided but shall not be paid for separately

SP-7 INLET PROTECT

Description: This work will consist of providing all labor, equipment, tools, materials, transportation, services and technical competence required to install and maintain a system surrounding inlets or pipes at locations designated in the plans or as directed by the Engineer. The system shall intercept water borne silt and sediment and prevent it from entering the drainage system. The system must be in accordance with the most recent version of the Illinois Urban Manual.

Basis of Payment: This work will be paid for at the contract unit price per EACH for INLET PROTECT which shall be payment in full for performing the work as described herein.

SP-8 FENCE (EROSION CONTROL)

Description: This work will consist of providing all labor, equipment, tools, materials, transportation, services and technical competence required to install and maintain a system to intercept a sheet flow of water borne silt and sediment and prevent it from leaving the construction site. The protection shall be constructed with silt filter fence.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for FENCE (EROSION CONTROL) which shall be payment in full for performing the work as described herein.

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SP-9 SAWING EXISTING PAVEMENT (FULL DEPTH)

Description: This work will consist of providing a uniformly straight full depth saw cut with a diamond tipped concrete saw in varying depths of pavement, medians, curb and gutter and at other locations where proposed improvements will abut existing improvements, as indicated in the plans or as directed by the Engineer.

Any damaged sections will need to be re-cut solely at the contractor's expense prior to placement of new material.

Basis of Payment: All labor, equipment, and materials necessary to comply with this standard specification will be paid for at the contract unit price per FOOT for SAW CUTS and no additional compensation will be paid.

SP-10 CONTROLLED LOW STRENGTH MATERIAL

Description: This work will consist of providing all labor, equipment, tools, materials, transportation, services and technical competence required to fill voids in the ground, used as trench backfill or as directed by the Engineer, CLSM will be paid based upon actual quantity placed.

Basis of Payment: This work will be paid for at the contract unit price per CU YD for CONTROLLED LOW STRENGTH MATERIAL which shall be payment in full for performing the work as described herein.

SP-11 MANHOLE INSTALLATION

Description: This work will consist of providing all labor, equipment, tools, materials etc. required to remove the existing manhole and install precast manholes in accordance with Section 602 of the Standard Specifications for Road and Bridge Construction.

Rim elevations are shown for information only and shall be adjusted to a final grade to match the adjacent street or surrounding terrain.

The manholes shall be tested for water tightness in accordance with either ASTM C969 or ASTM C1244 to the satisfaction of the Engineer.

Basis of Payment: All labor and materials necessary to comply with this standard specification will be paid for at the contract unit price EACH for MANHOLE of the size, type, frame, and lid specified, plus a unit price per FOOT for ADDITIONAL DEPTH OF MANHOLE for each foot of depth in excess of 8 feet.

SP-12 EXTERNAL / INTERNAL FRAME TO CHIMNEY SEAL

Description. This work consists of furnishing all labor, materials, accessories, equipment, tools, transportation, services, and technical competence for performing all operations required to install a manufactured external or internal frame / chimney seal on each manhole and manhole adjustment provided under this contract.

SPECIAL PROVISIONS

SP-12 EXTERNAL / INTERNAL FRAME TO CHIMNEY SEAL (Continued)

All work will be completed in strict accordance with this specification, the applicable drawings and subject to the terms and conditions of the contract.

Materials. The manufactured seal shall be designed to prevent the leakage of water into the manhole at the area of the joint between the manhole frame and the chimney or corbel throughout a minimum 20-year design life. The seal shall remain flexible, allowing repeated movements of the frame of up to 2 inches vertically and 1 inch horizontally due to frost lift, ground movement, thermal movement or other causes.

The external seal shall be fabricated from materials conforming to the applicable requirements of ATSM C-923. If an internal seal is used, the seal and its appurtenances shall not extend far enough into the manhole opening to prevent or unduly restrict manhole entry. All manufactured seals shall be capable of accommodating a maximum horizontal offset of 6 inches.

Installation. The contractor shall thoroughly clean all surfaces that will be in contact with the seal sleeve and any extensions. The contractor shall remove all deposits, grease, grit, loose material and other matter from the surface designated to receive the extension. Cleaning will include using a wire brush on the metal surface of the frame prior to the installation of the seal and extension.

The surface shall be reasonably smooth, and free of excessive voids. As recommended by the manufacturer, a caulk material shall be applied by the contractor as necessary to the bottom sealing surface of the seal or extension to fill minor irregularities in the masonry surface. All installation procedures shall be in accordance with the manufacturer's recommendations and this Specification.

Certification. The Manufacturer shall furnish a description of the seal, test results and certification to the Engineer that the frame/chimney seal meets the applicable material, performance standards and design life requirements required herein.

Basis of Payment. Payment for surface preparation, materials, installation, cleanup and other incidentals shall be included in the contract unit price EACH for MANHOLE, of the size, type, frame, and lid specified and no additional payment shall be provided.

SP-13 PIPE TO MANHOLE CONNECTORS

Description. This work consists of furnishing all labor, materials, accessories, equipment, tools, transportation, services and technical competence for performing all operations required to install a manufactured flexible sleeve pipe boot on each manhole provided under this contract. All work will be completed in strict accordance with this specification, the applicable drawings and subject to the terms and conditions of the contract.

Materials. The manufactured flexible pipe to manhole connector shall be designed to prevent the leakage of water into the manhole at the area of the connection of the pipe to the manhole.

The resilient connector shall meet or exceed the requirements of ASTM C-923.

SPECIAL PROVISIONS

SP-13 PIPE TO MANHOLE CONNECTORS (Continued)

Selection of the proper size connector for the manhole and pipe requirement, and installation thereof, shall be in strict conformance with the recommendations of the connector manufacturer. Any deadend pipe stubs installed shall be restrained from movement.

The finished connection shall provide sealing to 13 psi (minimum) and shall accommodate deflection of pipe to 7 degrees (minimum) without loss of seal.

Installation. The contractor shall thoroughly clean all surfaces that will be in contact with the connection. The contractor shall remove all deposits, grease, grit, loose material and other matter from the surface designated to receive the pipe. All installation procedures shall be in accordance with the manufacturer's recommendations and this Specification.

Basis of Payment. Payment for surface preparation, materials, installation, cleanup and other incidentals shall be included in the contract unit price EACH for MANHOLE, of the size, type, frame, and lid specified.

SP-14 EXTERNAL MANHOLE JOINT SEAL

Description. This work consists of furnishing all labor, materials, accessories, equipment, tools, transportation, services and technical competence for performing all operations required to install external sealing bands at all pre-cast manhole section joints on each manhole provided under this contract. All work will be completed in strict accordance with this specification, the applicable drawings and subject to the terms and conditions of the contract.

Materials. The manufactured sealing bands shall be designed to prevent the leakage of water into the manhole at the area of the pre-cast manhole sections. The sealing bands shall conform to ASTM C-877 Type I, Type II, or Type III.

Installation. The contractor shall thoroughly clean all surfaces that will be in contact with the sealing bands. All installation procedures shall be in accordance with the manufacturer's recommendations and this Specification.

Basis of Payment. Payment for surface preparation, materials, installation, cleanup and other incidentals shall be included in the contract unit price EACH for MANHOLES and MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID, of the size, type, frame, and lid specified.

SP-15 MOBILIZATION

Description: This work will consist of the preparatory work and operations necessary to begin work at each work site.

Basis of Payment: All labor and materials necessary to comply with this standard specification will be paid for at the contract unit price per EACH for MOBILIZATION and no additional compensation will be paid.

SPECIAL PROVISIONS

SP-16 TRAFFIC CONTROL

Description: Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Devices for Streets and Highways, these General Conditions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 and Sections 701, 702, and 703 of the Standard Specifications for Road and Bridge Construction and the following highway standards relating to traffic control:

Highway Standards: 701501 701606 702001

It is the intent of the City that all streets under this project shall be kept open to traffic at all times unless permission is obtained from the Engineer to close said lane and/or street.

In the event that it is necessary to close the lane and/or street, the Engineer shall be consulted to obtain permission at least 2 working days in advance of the proposed lane and/or street closing. **All appropriate lane closure permits shall be filed with the Department of Public Works prior to any street / lane closures.**

Traffic Standard 701501: Shall be utilized when a lane is required to be closed on two lane / two way streets

Traffic Standard 701606: Shall be utilized when a lane is required to be closed on multilane / two way or one way streets

All additional traffic control as required to protect the excavation, materials and work site or as specified on the standard details that are not specifically provided for herein, will be considered included with the contract.

Property access must be maintained throughout this project. When approved, the Engineer will allow the street to be closed to through traffic.

Basis of Payment: All labor and materials necessary to comply with this standard specification will be paid for at the contract unit price per EACH for TRAFFIC CONTROL AND PROTECTION of the standard specified and no additional compensation will be paid.

SP-17 SUSPENSION OF WORK

Description: This line item consists of paying for idle time when the Contractor's work is suspended or delayed by the Engineer for greater than one (1) hour but not greater than six (6) hours in a working day to enable other work to be accomplished such as performing televised inspection of pipes, investigating unknown utilities or relocating unknown utilities and in accordance with Section 108.07 of the Standard Specification for Road and Bridge Construction.

Suspension times on a working day that exceed six (6) hours will not be paid. Compensation will not be paid for work that is suspended at a location for a full working day that does not require crews to report at the project site. Compensation will not be made for suspensions that are caused by the acts or omissions of the Contractor, subcontractor, suppliers, or the weather.

SPECIAL PROVISIONS

SP-17 SUSPENSION OF WORK (Continued)

Measurement for Payment: Idle time will be determined by the Engineer and paid on an hourly basis.

Basis of Payment: The hourly suspension of work necessary to comply with this standard specification will be paid for at the contract unit price per HOUR for SUSPENSION OF WORK which covers all of the contractor's idled operations, including equipment, material, and personnel, at a work site and no additional compensation will be paid.

SP-18 DOWEL BARS

Description: This work will consist of providing all labor, equipment, tools, materials, transportation, services and technical competence required to drill and grout tie and dowel bars into existing pavement as specified by the Engineer. Dowel bars shall be 1" to 1.5" in diameter and Tie bars shall be 5/8" to 3/4" as specified by the Engineer and shall be installed as per Section 584 of the IDOT manual and Standard #1060 and #1061 of the City of Decatur Construction Standards.

Basis of Payment: This work will be paid per EACH for DOWEL BARS which price shall include all items necessary to complete the work and no additional compensation will be paid.

SP-19 STORM & SANITARY SEWER

Description: This work will consist of providing all labor, equipment, tools, fittings, materials etc. required to construct storm and sanitary sewers utilizing approved pipe in accordance with Section 550 of the "Standard Specifications for Road and Bridge Construction" and in accordance with the plans.

Materials: The following sewer pipe will be used in accordance with Section 30 of the "Standard Specifications for Water and Sewer Main Construction in Illinois."

Article 1040.10 Polyvinyl Chloride (PVC) Sewer Pipe

The minimum acceptable Standard Dimension Ratio (SDR) for PVC sewer pipe shall be SDR 26, conforming to ASTM D-3034.

Joints: All pipe joints shall have an elastomeric gasketed joint conforming to ASTM D-3212, in accordance with Article 30-3.02A of the "Standard Specifications for Water and Sewer Main Construction in Illinois."

Basis of Payment: All labor and materials necessary to comply with this special standard specification will be paid for at the contract unit price per FOOT for SEWER of the type and size specified.

SPECIAL PROVISIONS

SP-20 ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK

Description: All contractors shall include the unit price and extension amount provided on the bid proposal form as a part of their Bid. The funds established in this item shall only be used by the City of Decatur in the event alterations, cancellations, extensions, deductions, or extra work on the project is required.

Basis of Payment: All alterations, cancellations, extensions, deductions, or extra work shall be completed and paid for in accordance with Section 104.02 of the Standard Specifications for Road and Bridge Construction.

SP-21 EXPLORATORY EXCAVATION

Description: This work will consist of providing all labor, equipment and materials to excavate a hole to expose existing underground utilities, record necessary measurements, backfill and compact the excavation and dispose of waste or surplus material as directed by the Engineer.

The ENGINEER shall mark the dimensions of the excavation limits in the field at the time of the operation.

The CONTRACTOR shall then remove the overlying pavement, if any, as designated in the plans. Once the overlying pavement has been removed, the CONTRACTOR shall remove all the material within the limits of the excavation down to a depth sufficient to allow proper investigation of the utility by the ENGINEER.

Removal items in this section include but are not limited to earth, bricks, concrete, wood, aggregate, pipes, fill materials, foundations and other miscellaneous and unknown materials.

Once the utility has been exposed, the ENGINEER shall document the vertical and horizontal location of the utility to determine if there is a conflict with the plans.

Basis of Payment: This work will be paid for at the contract unit price per EACH for EXPLORATORY EXCAVATION, which shall be payment in full for performing the work as described herein. Mobilization costs will not be provided for set up at exploration excavation sites.

SP-22 STABILIZED CONSTRUCTION ENTRANCE (6-INCH)

Description: This work will consist of providing all labor, equipment, tools, materials, transportation, services and technical competence required to construct a stabilized construction entrance as directed by the Engineer. The entrance shall be constructed in accordance with Code 930, Drawing IL-630, and all other related article of the Illinois Urban Manual.

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SP-22 STABILIZED CONSTRUCTION ENTRANCE (6-INCH) (Continued)

Basis of Payment: This work will be paid per SQUARE YARD for STABILIZED CONSTRUCTION ENTRANCE (6-INCH) which price shall include all items necessary to complete the work, to maintain the entrance and to remove the entrance once construction is complete. The cost of restoring the entrance location will be paid for at the contract unit price for seeding and mulching.

SP-23 CONNECTION TO EXISTING STRUCTURE

Description: This work will consist of providing all labor, equipment, tools, materials, transportation, services and technical competence required to connect a sewer to an existing structure.

Basis of Payment: This work will be paid for at the contract unit price per EACH for CONNECTION TO EXISTING STRUCTURE which shall be payment in full for performing the work as described herein.

SP-24 SANITARY SERVICE CONNECTION

Description: This work will consist of providing all labor, equipment, tools, materials, transportation, services and technical competence required to connect an existing 4" or 6" sanitary service to a new or existing pipe. All connections shall be made as per City Standard #2060, 2070, and 2071. Sanitary service connection shall include all pipe, fittings and flexible connectors needed to connect to the existing service line to the main.

Basis of Payment: This work will be paid for at the contract unit price per EACH for SANITARY SERVICE CONNECTION which shall be payment in full for performing the work as described herein.

SP-25 CONNECT TO EXISTING PIPE

Description: This work will consist of providing all labor, equipment, tools, materials, transportation, services and technical competence required to connect a proposed pipe to an existing pipe. All new to existing pipe connections shall be made by use of flexible coupling. Concrete collars will only be acceptable as approved by the Engineer.

Stainless steel shear rings shall be provided as directed by the Engineer. Shear rings shall be a minimum of .012" thick with width and length manufactured according to the coupling width and diameter. Stainless steel clamp bands shall be spot welded in place.

Basis of Payment: This work will be paid for at the contract unit price per EACH for CONNECT TO EXISTING PIPE and CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RING for the diameter specified, which shall be payment in full for performing the work as described herein.

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SP-26 FILLING SEWERS

Description: This work will consist of providing all labor, equipment, material and tools required to fill abandoned sanitary sewers with Controlled Low Strength Material.

Basis of Payment: The work of providing all labor, equipment, material and tools will be paid for at the contract unit price per FOOT for FILLING EXISTING SANITARY SEWER of the size range identified which shall be payment in full for performing the work as described herein.

SP-27 MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID

Description: This work will consist of providing all mobilization, labor, equipment, material and tools required for a MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID. No payment for MOBILIZATION will be paid for separately.

Removal: Excavate around existing casting and remove the casting and all the adjusting rings, bricks or any other object to get to a smooth, stable surface.

Reconstruction: This work will consist of methods stated in Article 602 in the “Standard Specifications for Road and Bridge Construction”.

Basis of Payment: This work will be paid for at the contract unit price per EACH for MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID which shall be payment in full for performing the work as described herein.

SP-28 MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID IN PAVEMENT

Description: This work will consist of providing all mobilization, labor, equipment, material and tools required for a MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID IN PAVEMENT. No payment for MOBILIZATION will be paid for separately.

Removal: The asphalt, brick, concrete, or combination of these pavements shall be cut and removed to minimum distance of 12” from around the outside vertical edge of the casting in a circular fashion centered on the casting. The minimum depth of the concrete collar will be 12”, additional backfill if needed will be compacted CA-6.

Reconstruction: A casting spacer will be cut to the exact profile of the road in all directions such that when the manhole rim and cover are resting on top of the spacer, the top of the casting will be no more than ¼” below flush. The spacer shall be Vylon pipe or an approved equivalent. Using an approved sealant, the spacer shall be sealed to the concrete manhole and to the casting and adjusted to assure proper alignment. After proper alignment is set a water stop shall be placed at the base of the spacer. The water stop shall be Swellstop 3/8”x3/4” controlled expansion waterstop or an approved equivalent.

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SP-28 MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID IN PAVEMENT (Continued)

Concrete shall be placed in accordance with the standard specifications. While placing Concrete, place epoxy coated #3 rebar at a 6" spacing and with a 6" overlap. After concrete is placed, the edge against the existing pavement shall be edged and the groove shall be filled with a cold pour crack sealer, Brewer Cote brand liquid crack filler or an approved equivalent.

Brick Manholes: When reconstructing a brick manhole, it will be necessary to remove enough brick layers until you reach a sturdy base and then place a 2" concrete adjusting ring for a smooth surface to place the spacer on.

Basis of Payment: This work will be paid for at the contract unit price per EACH for MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID IN PAVEMENT which shall be payment in full for performing the work as described herein.

SP-29 SANITARY SEWER REMOVAL, 8"

Description: This work will consist of providing all labor, equipment, tools, materials, transportation, services and technical competence required to remove the existing sanitary sewer and prepare the trench for the installation of a new sanitary sewer. Removal shall consist of removing all existing pipe and disposing off site.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for SANITARY SEWER REMOVAL, 8" which shall be payment in full for performing the work as described herein.

SP-30 MANHOLE REMOVAL

Description: This work will consist of providing all labor, equipment, tools, materials, transportation, services and technical competence required to remove existing precast or brick manholes, any diameter, and prepare the excavation for the installation of a new manhole. Removal shall consist of removing all existing Manhole and any associated pipe and disposing off site. The cost shall also properly disconnect the exist connected pipes without damage.

Basis of Payment: This work will be paid for at the contract unit price per EACH for MANHOLE REMOVAL which shall be payment in full for performing the work as described herein.

SP-31 6' DIAMETER LID SPECIAL

Description: This work will consist of providing all labor, equipment, tools, materials, transportation, services and technical competence required to remove the existing square lid on MH 117-32, prepare the surface for the installation of a new 6' diameter flat top lid. Preparation shall include the sawing and adjustment of the existing structure to accept the new 6' diameter flat top lid. Lid shall be a minimum of 6" thick or as required by the precast manufacturer to meet H-20 loading. Lid shall have a flush mount frame casted into the lid meeting the

SPECIAL PROVISIONS

requirements of Neenah R-1646 with solid gasketed lid or approved equal. Existing lid shall be removed and disposing off site.

Basis of Payment: This work will be paid for at the contract unit price per EACH for 6 FT DIAMETER LID SPECIAL which shall be payment in full for performing the work as described herein.

SP-32 BYPASS PUMPING

Description: This work will consist of providing all labor, equipment, tools, power, materials etc. required to implement a temporary pumping system diverting the sanitary and storm flow around the work area. The design, installation and operation of the temporary pumping system shall be the Contractor's responsibility and shall be approved by the Engineer before installed. With approval of the Engineer the Contractor can remove pumping system and temporary connect the existing pipe to the new pipe during non-work hours. Temporary connection shall not allow debris to enter the new pipe. All pumping operations are to be performed out of the manhole 117-26 and 117-31 to the existing manhole 117-32. If contractor elects a 24 hour bypass pumping system, pumping system shall be an automatic system and have 100% redundancy.

Basis of Payment: All work necessary to comply with this standard specification will be paid for at the contract unit price per LUMP SUMP for BYPASS PUMPING and no additional compensation will be paid.

END OF SPECIAL PROVISIONS

**SUPPLEMENTAL SPECIFICATIONS
FOR**

SECTION 105. CONTROL OF WORK

This Supplemental Specification amends the provisions of the Illinois Department of Transportation "Standards and Specifications for Road and Bridge Construction", adopted January 1, 2002 and shall be a part thereof, superseding any conflicting provisions thereof applicable to the work under the contract.

105.07 Cooperation with Utilities. Revise the fourth paragraph of subparagraph (a) of this Article to read:

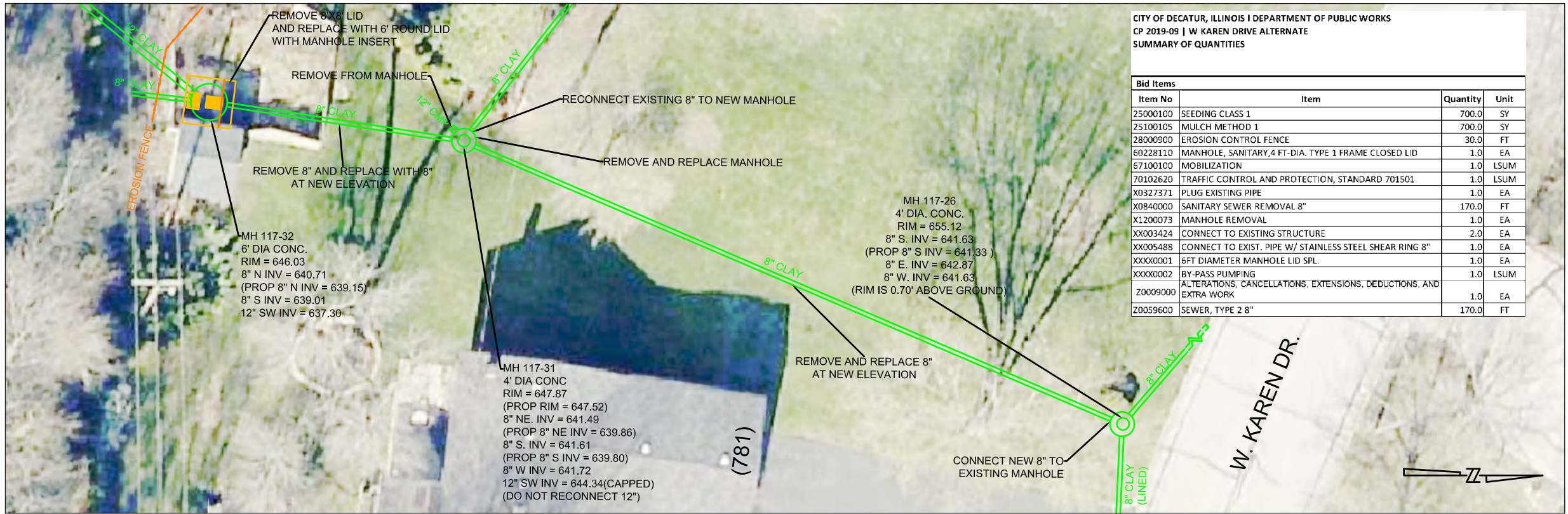
“The Contractor shall be responsible for requesting all utility owners to field locate their facilities which may interfere with construction operations in both horizontal and vertical alignment. The utility owners are to be given reasonable notice by the Contractor before field location is needed. On request, the Engineer may make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Contractor and the Engineer it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement, and they do not locate their facilities in both horizontal and vertical alignment, the Contractor shall, in writing, advise the Engineer. The Engineer may authorize the Contractor to proceed to locate the facilities in the most economical and reasonable manner. The Contractor will be paid according to Article 213 or Article 109.04 for such locations.”

105.12 Inspection of Work. Hereby amended to include for this project as follows:

“The Contractor shall give adequate advance notice of placing orders to permit tests to be completed before the materials are incorporated in the work and the Contractor shall afford such facilities as the Engineer may require for collecting and forwarding samples and making inspections. All costs associated with the furnishing and testing of samples will be borne by the Contractor. Independent testing laboratories may be used subject to the approval of the Engineer.

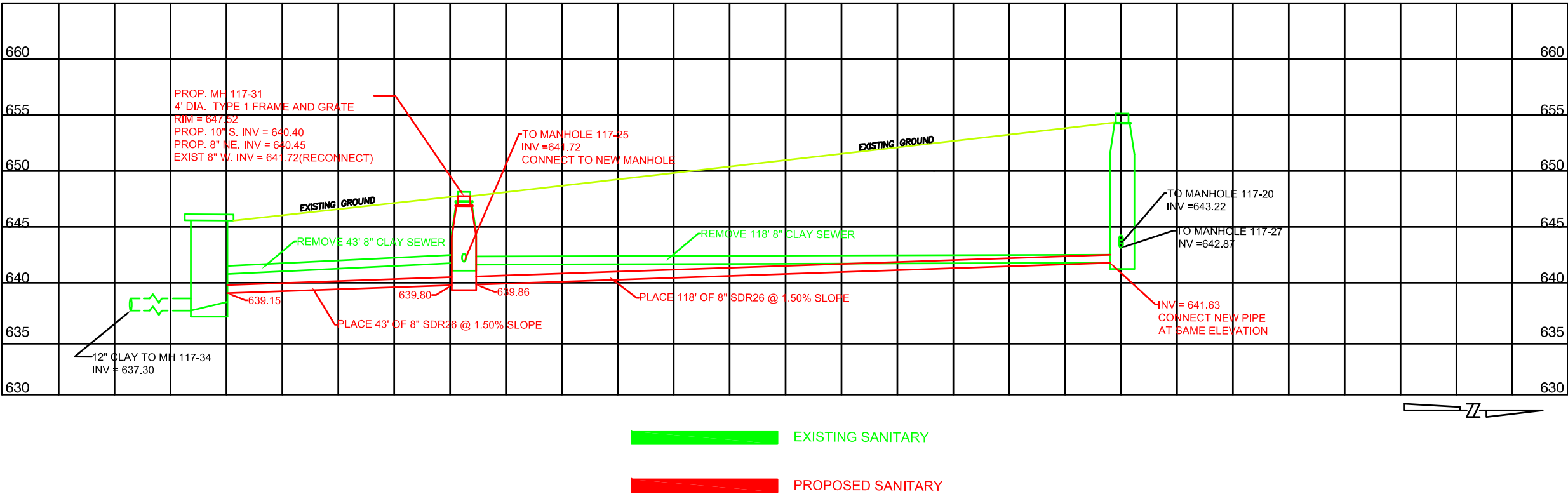
**END
CITY OF DECATUR
SUPPLEMENTAL SPECIFICATIONS**

DESIGNS, DETAILS AND STANDARD DRAWINGS

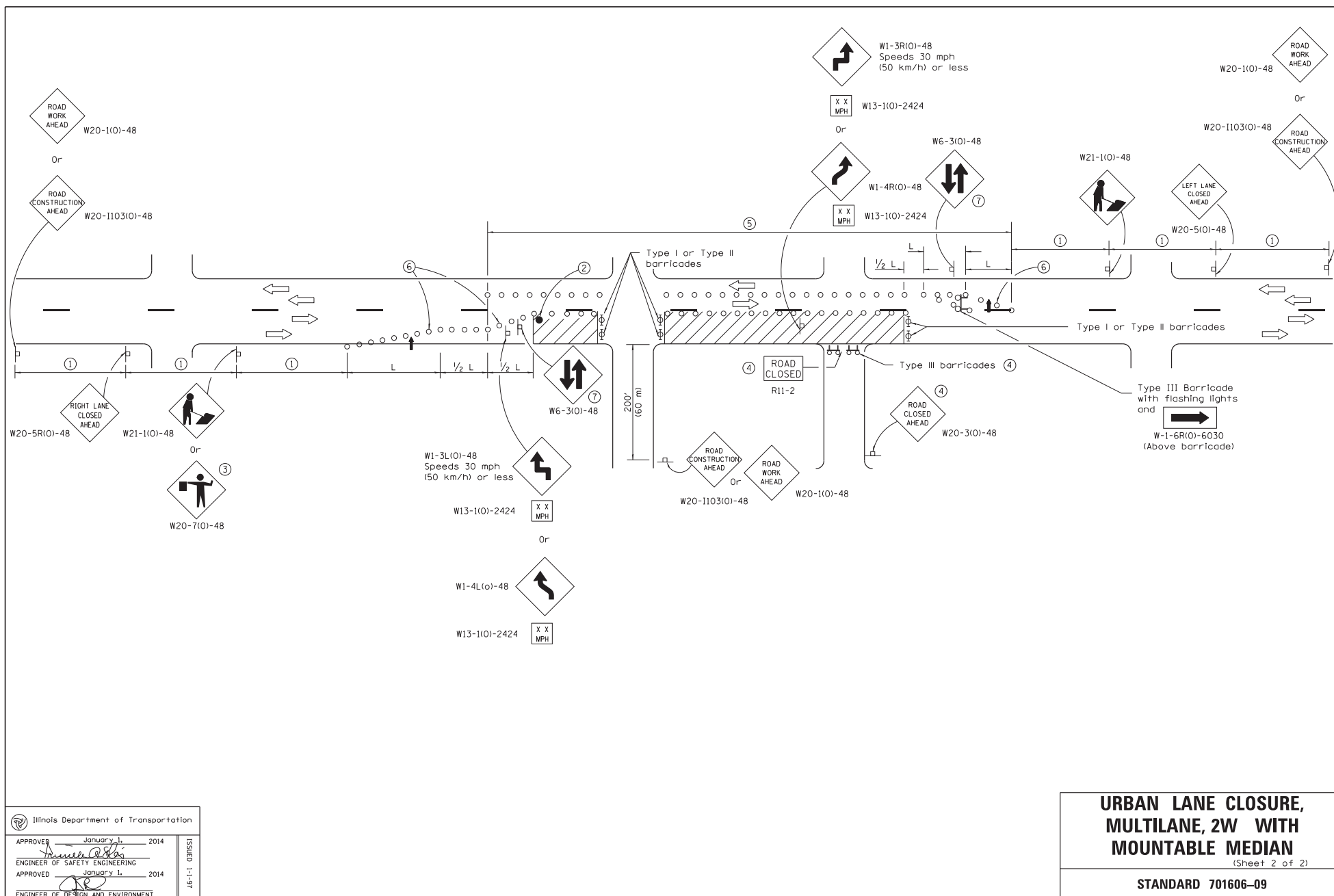


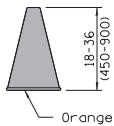
CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 2019-09 | W KAREN DRIVE ALTERNATE
SUMMARY OF QUANTITIES

Bid Items			
Item No	Item	Quantity	Unit
25000100	SEEDING CLASS 1	700.0	SY
25100105	MULCH METHOD 1	700.0	SY
28000900	EROSION CONTROL FENCE	30.0	FT
60228110	MANHOLE, SANITARY, 4 FT-DIA. TYPE 1 FRAME CLOSED LID	1.0	EA
67100100	MOBILIZATION	1.0	LSUM
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	1.0	LSUM
X0327371	PLUG EXISTING PIPE	1.0	EA
X0840000	SANITARY SEWER REMOVAL 8"	170.0	FT
X1200073	MANHOLE REMOVAL	1.0	EA
XX003424	CONNECT TO EXISTING STRUCTURE	2.0	EA
XX005488	CONNECT TO EXIST. PIPE W/ STAINLESS STEEL SHEAR RING 8"	1.0	EA
XXXX0001	6FT DIAMETER MANHOLE LID SPL.	1.0	EA
XXXX0002	BY-PASS PUMPING ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1.0	LSUM
Z0009000		1.0	EA
Z0059600	SEWER, TYPE 2 8"	170.0	FT

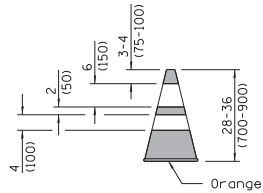


EXISTING SANITARY
PROPOSED SANITARY

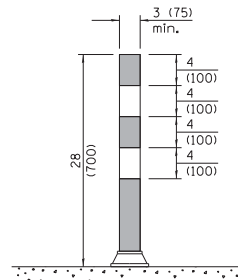




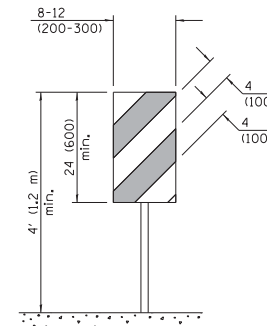
CONE



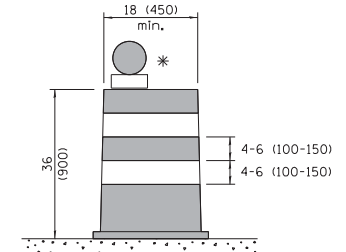
REFLECTORIZED CONE



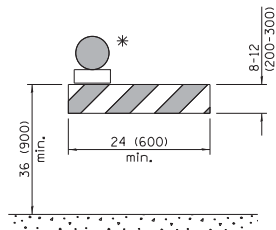
FLEXIBLE DELINEATOR



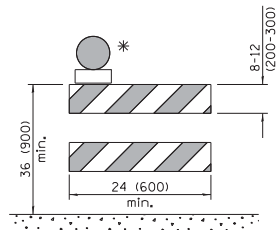
**VERTICAL PANEL
POST MOUNTED**



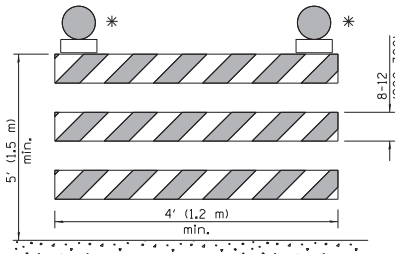
DRUM



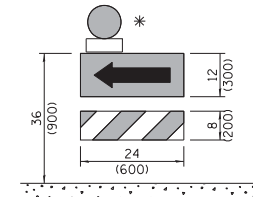
TYPE I BARRICADE



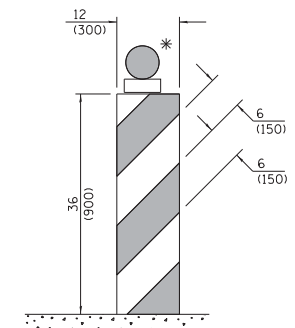
TYPE II BARRICADE



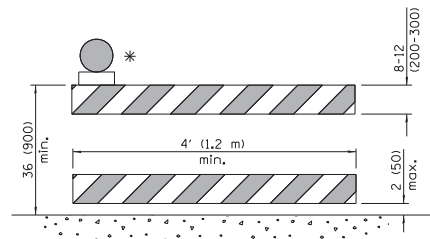
TYPE III BARRICADE



**DIRECTION INDICATOR
BARRICADE**



VERTICAL BARRICADE



**DETECTABLE PEDESTRIAN
CHANNELIZING BARRICADE**

* Warning lights (if required)

GENERAL NOTES

All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

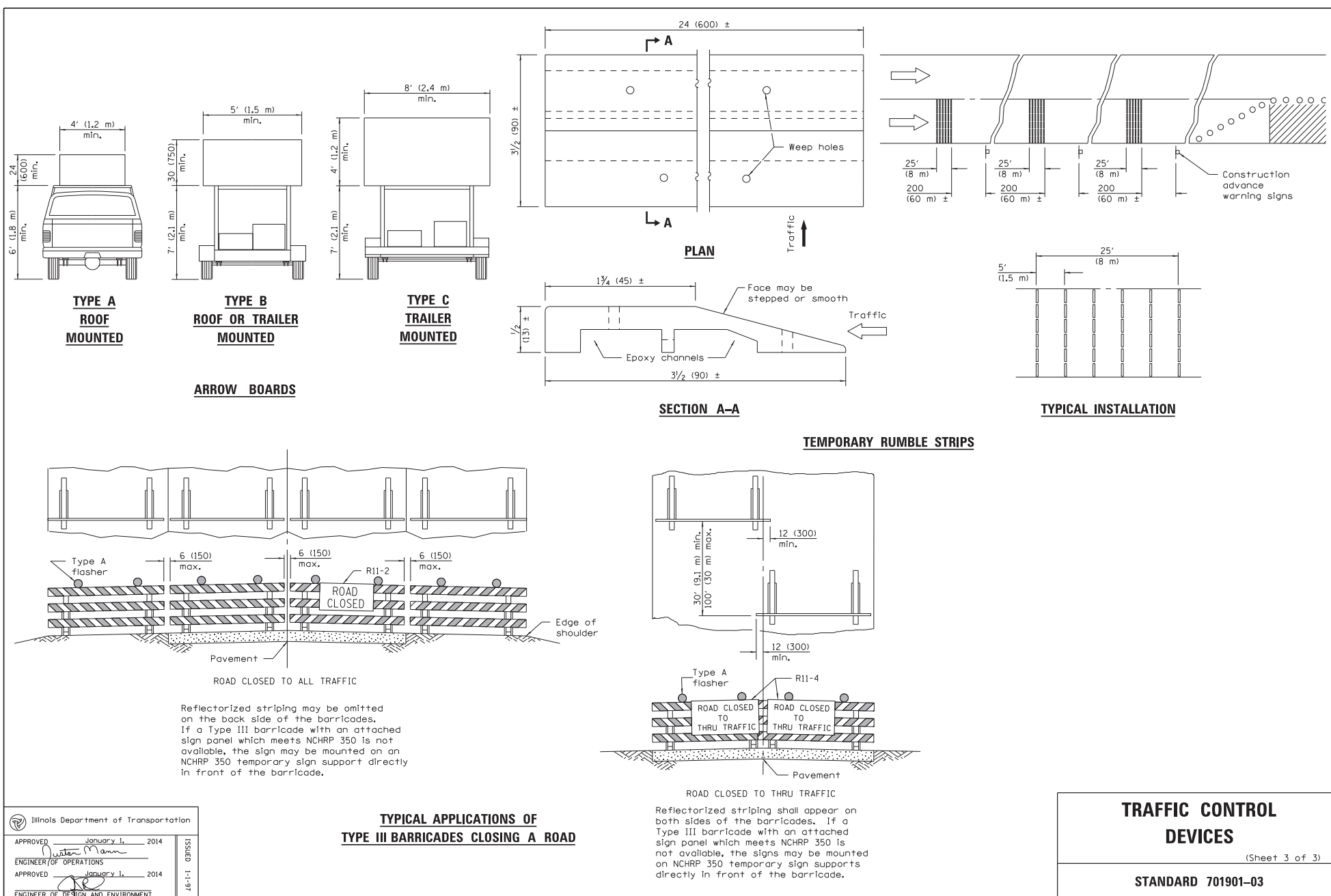
DATE	REVISIONS
1-1-14	Modified flagger sign height.
	Added highway construction speed zone signs.
1-1-12	Added DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE.

**TRAFFIC CONTROL
DEVICES**

(Sheet 1 of 3)

STANDARD 701901-03

Illinois Department of Transportation	
APPROVED <i>Justin Mann</i> January 1, 2014 ENGINEER/OF OPERATIONS APPROVED <i>Justin Mann</i> January 1, 2014 ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-14



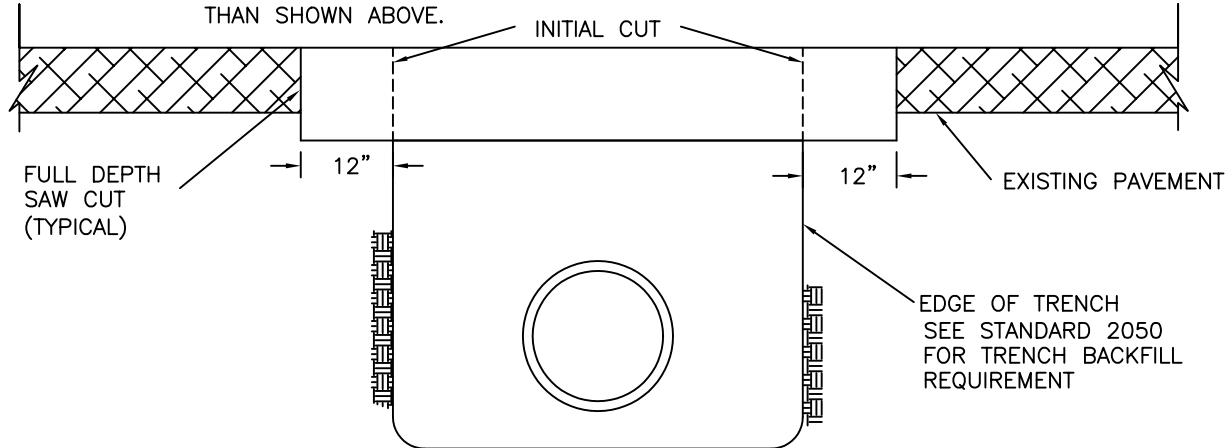
STANDARD DESIGN

FOR

DRIVEWAY AND PAVEMENT PATCHING

EXISTING PAVEMENT	REPLACEMENT MATERIALS
STONE	8" AGGREGATE SURFACE COURSE TYPE B
FLEXIBLE PAVEMENTS	BITUMINOUS CONCRETE SURFACE COURSE WILL BE 2" GREATER THAN EXISTING OR MINIMUM OF 8" (SEE NOTE B)
RIGID PAVEMENTS	P.C.C. PAVEMENT WILL BE 2" GREATER THAN EXISTING OR 8" MIN. (SEE NOTE C)
RIGID DRIVEWAY PAVEMENTS	DRIVEWAY PAVEMENT WILL BE 2" GREATER THAN EXISTING OR 6" MIN.

NOTE: THE PAVEMENT REPLACEMENTS SHOWN ARE MINIMUMS, THE EXISTING PAVEMENT SECTION SHALL DICTATE THE EXACT THICKNESS WHEN GREATER THAN SHOWN ABOVE.



CONSTRUCTION PROCEDURE-RIGID & FLEXIBLE PAVEMENTS

A. RIGID AND FLEXIBLE PAVEMENTS

1. THE INITIAL CUT LINE SHALL BE OUTLINED WITH A SAW CUT OF SUFFICIENT DEPTH TO INSURE THAT THE PAVEMENT TO BE REMOVED CAN BE BROKEN AWAY WITHOUT STRUCTURAL DAMAGE TO THE PAVEMENT REMAINING.
2. THE FINAL SAW CUT LINE SHALL BE MADE BY SAWING FULL DEPTH A MINIMUM OF 1 FT. BEYOND ANY PAVEMENT DAMAGE AND SHALL BE MADE AFTER THE TRENCH HAS BEEN FILLED AND COMPACTED.
3. AFTER THE PAVEMENT HAS BEEN REPLACED, THE PERIMETER OF THE SAW JOINT SHALL BE SEALED BY AN APPLICATION OF BITUMINOUS MATERIAL.

B. BITUMINOUS CONCRETE PAVEMENT

1. PRIOR TO PATCHING A HOLE, THE CUT FACES OF THE EXISTING PAVEMENT AND COMPACTED BASE COURSE SHALL BE GIVEN AN APPLICATION OF ASPHALT RC-70 AT THE RATE OF APPROXIMATELY 0.1 GALLONS PER SQUARE YARD.
2. THE PATCHING MATERIAL SHALL BE BITUMINOUS CONCRETE SURFACE COURSE, CLASS I, AND SHALL BE PLACED IN ACCORDANCE TO IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CURRENT VERSION FOR CLASS D PATCHES.

C. PORTLAND CEMENT CONCRETE PAVEMENT

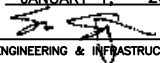
1. REPAIRS IN PCC PAVEMENT GREATER THAN 6" IN DEPTH WILL BE CONSTRUCTED IN ACCORDANCE WITH CITY STANDARD #1060.

D. BRICK PAVEMENT

1. REPAIRS WILL BE MADE IN ACCORDANCE WITH CITY STANDARD #1070 FOR BRICK PAVEMENT REPAIRS OR AS DIRECTED BY THE CITY ENGINEER.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE

ADOPTED JANUARY 1, 2003


DIRECTOR OF ENGINEERING & INFRASTRUCTURE

ISSUED: 7-3-01

REVISIONS
BY DATE

R.W.D. 3/3/97

K.G.Q. 4/3/00

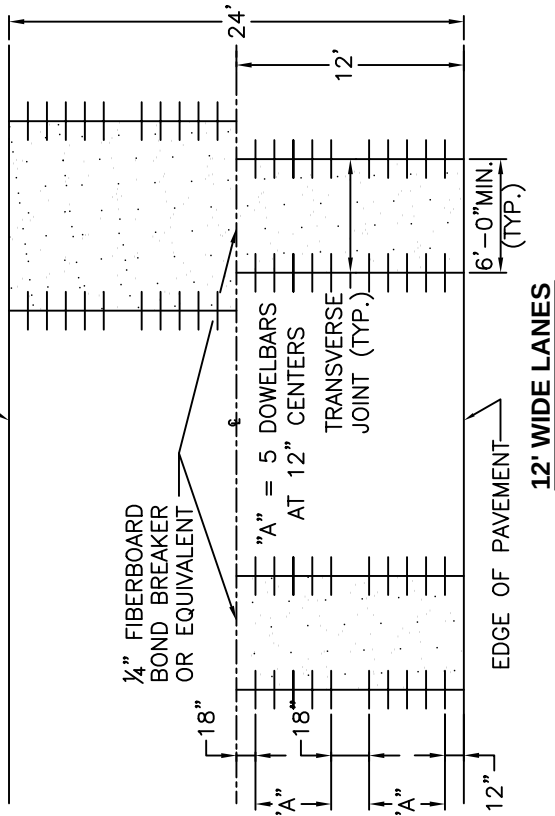
JMM 5/1/02

KSG 10/2002

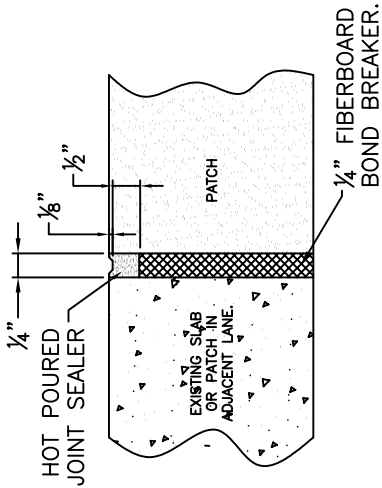
STANDARD #1050
Page 106 of 290

STANDARD DESIGN
FOR
CLASS B PAVEMENT PATCHING

EDGE OF PAVEMENT



12' WIDE LANES



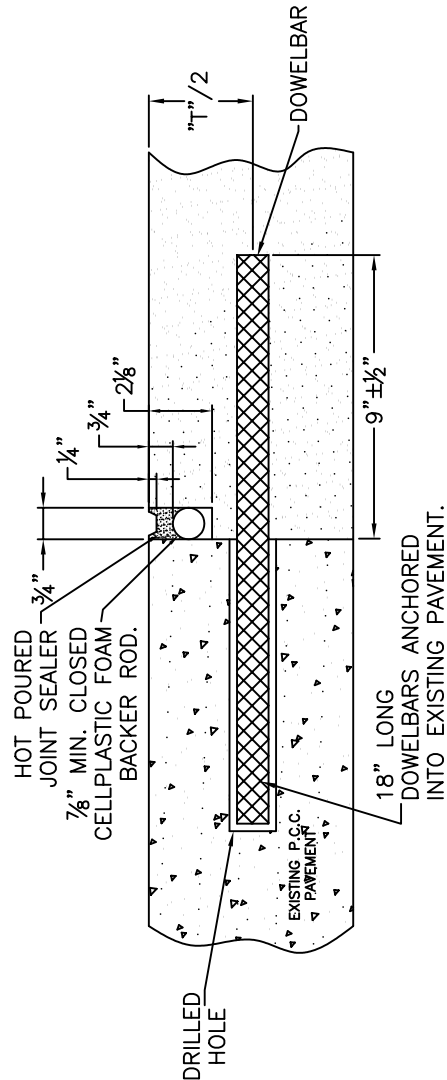
CENTERLINE JOINT

TABLE OF BARS

PAVEMENT THICKNESS	DOWEL BAR DIAMETER	HOLE DIAMETER
8" OR <	1 1/2"	1 5/8"
7" THRU 7.99"	1 1/4"	1 3/8"
6" < THRU 6.99"	1"	1 1/8"
≤ 6"	N/A	N/A

NOTES:

1. PATCHES 20' OR LONGER SHALL HAVE SAWED CONTRACTION JOINTS AT 15' MAXIMUM INTERVALS.
2. ALL CLASS B PATCHES SHALL BE IN PROLONGATION WITH JOINTS OR CRACKS IN THE ADJACENT LANE WHENEVER POSSIBLE.
3. REINFORCING BARS ARE NOT REQUIRED ON PAVEMENT WITH 6" DEPTH OR LESS.

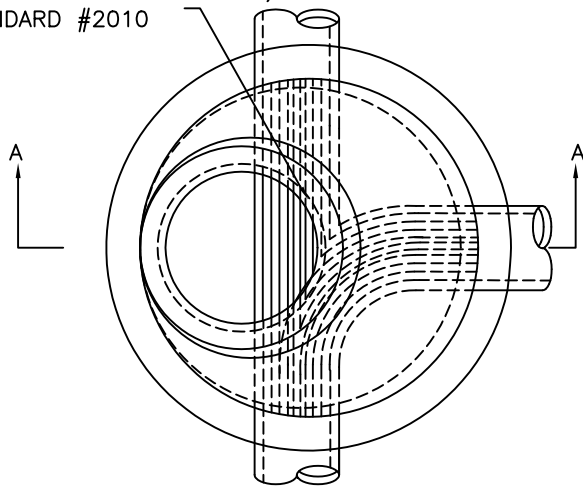


TRANSVERSE JOINT

CITY OF DECATUR, ILLINOIS DEPARTMENT OF ENGINEERING & INFRASTRUCTURE	ISSUED: 1/1/03	
	REVISIONS BY	DATE
ADOPTED JANUARY 1, 2003	KSG	10/2002
DIRECTOR OF ENGINEERING & INFRASTRUCTURE		

STANDARD DESIGN MANHOLE TYPE A

FOR INVERTS POURED IN PLACE,
SEE STANDARD #2010

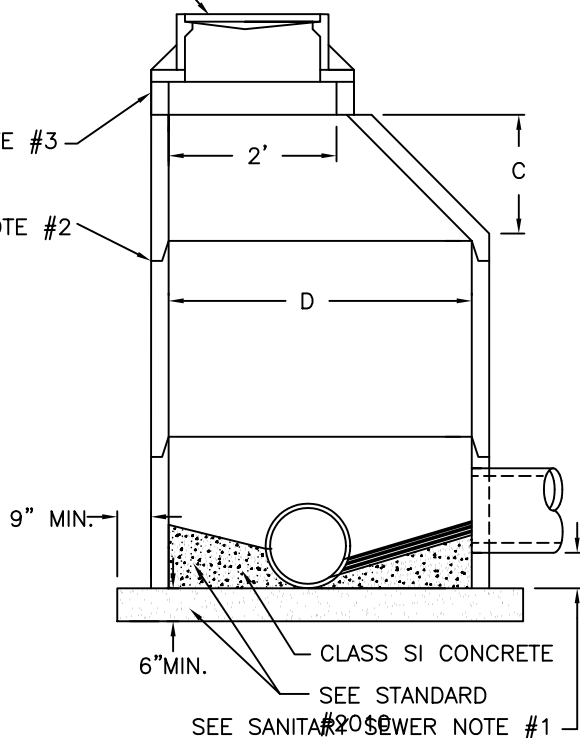


PLAN

SEE STANDARD
#2020

SEE NOTE #3

SEE NOTE #2



SECTION A - A

SANITARY SEWER NOTES:

1. FOR VERTICAL SEPARATIONS GREATER THAN 2' USE DROP STACK, STANDARD 2030.

STORM SEWER NOTES:

1. HALF TRAP REQUIRED IF OUTLET IS TO A COMBINATION SEWER SYSTEM.

GENERAL NOTES:

1. PRECAST MANHOLE SECTIONS ARE REQUIRED. POURED IN PLACE MANHOLES MUST BE APPROVED IN WRITING BY THE CITY ENGINEER.
2. ALL MASONRY JOINTS IN THE STRUCTURE SHALL BE SEALED USING PERMAGUM ROPE MASTIC OR APPROVED EQUAL. ADJUSTING RINGS AND THE CASTING SHALL BE SEALED USING 2 LOOPS OF 3/4" PERMAGUM ROPE MASTIC.
3. FINAL UPWARD ADJUSTMENT TO GRADE SHALL BE MADE USING PRECAST CONCRETE ADJUSTING RINGS. IF THE REQUIRED ADJUSTMENT IS 16" OR GREATER, ADDITIONAL MANHOLE SECTIONS SHALL BE INSTALLED BELOW THE CONE. DOWNWARD ADJUSTMENT SHALL BE ACCOMPLISHED BY REMOVING EXISTING MASONRY UNITS AND ADJUSTING TO FINAL GRADE AS OUTLINED ABOVE.
4. ENTIRE EXCAVATION TO BE BACKFILLED WITH TRENCH BACKFILL MATERIAL AS SPECIFIED IN STANDARD #2050. BACKFILL AROUND PIPE SHALL BE IN ACCORDANCE WITH STANDARD #2050.
5. FOR PIPES LESS THAN 18", 4' DIAMETER MANHOLE SHALL BE USED. FOR PIPES 24"-42", 5' DIAMETER MANHOLE SHALL BE USED.

ALTERNATE MATERIALS FOR WALLS	D	C*	T (MIN.)
PRECAST REINFORCED CONCRETE RISERS	4'-0"	2'-6"	4"
	5'-0"	3'-9"	5"
MONOLITHIC CONCRETE	4'-0"	2'-6"	6"
	5'-0"	3'-9"	6"

*WHEN USING PRECAST REINFORCED CONCRETE RISERS, DIMENSION "C" MAY VARY FROM THAT GIVEN TO PLUS 6 INCHES.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE

ADOPTED JANUARY 1, 2003

DIRECTOR OF ENGINEERING & INFRASTRUCTURE

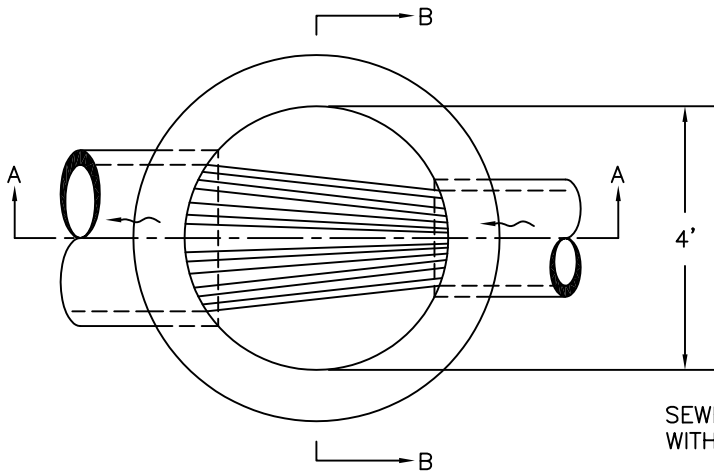
ISSUED: 7-3-01

REVISIONS
BY DATE

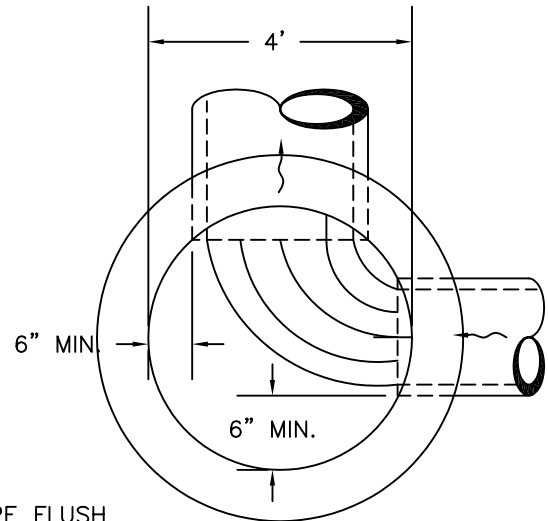
K.G.Q. 4/6/00

J.M.M. 5/1/02

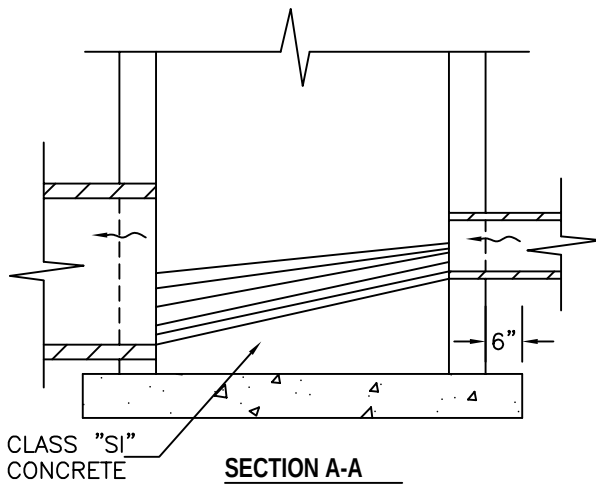
STANDARD DESIGN MANHOLE DETAILS



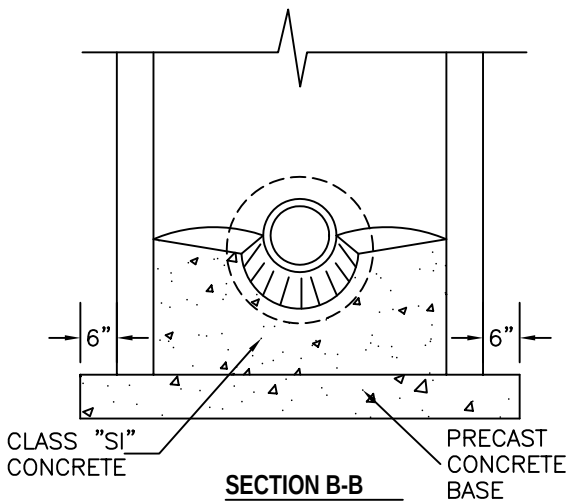
**SECTION PLAN
CHANGE IN SEWER SIZE**



**SECTION PLAN
90° BEND IN SEWER**



SECTION A-A



SECTION B-B

NOTES:

1. WHEN USING COMPOSITE OR PVC PIPE, MANHOLE BASES SHALL BE PRECAST WITH CONNECTION OPENINGS SPECIFICALLY DESIGNED TO ACCOMMODATE THE PIPE CONNECTION STUB AND GASKET. ALL OTHER MANHOLES MAY HAVE POURED IN PLACE, PRECAST, OR PRECAST BOTTOMS WITH PRE FORMED INVERTS. POURED BASES SHALL USE "SI" CONCRETE AND HAVE A DIAMETER EXCEEDING THE MANHOLE OUTSIDE DIAMETER BY A MINIMUM OF 18". ON POURED IN PLACE OR PRECAST BOTTOMS WITHOUT INVERTS, THE INVERT SHALL BE FORMED BY LAYING THE SEWER THROUGH THE MANHOLE. THE BOTTOM SHALL THEN BE SHAPED AS SHOWN IN THE STANDARD AND THE UPPER HALF OF THE SEWER CAREFULLY SAW CUT AND REMOVED.
2. AT MANHOLES WHERE THE PIPE SIZE CHANGES, OR WHERE THERE ARE CHANGES IN DIRECTION, THE INVERT OF THE MANHOLE SHALL BE SHAPED WITH CONCRETE FILL TO ACCOMPLISH THE CHANGE IN ELEVATION, DIAMETER, AND OR DIRECTION BY EASY CURVES. THE CROWN OF THE SMALLER PIPE WILL MATCH THE CROWN OF THE LARGER OR THE INVERT OF THE SMALLER PIPE WILL MATCH THE SPRING LINE OF THE LARGER, WHICHEVER DROP IS LESS.
3. THE METHOD OF SEALING CONNECTION OF SEWER PIPE TO MANHOLE SHALL BE APPROVED BY THE CITY ENGINEER AND SHALL BE SUCH AS TO PROVIDE A WATERTIGHT JUNCTION ELIMINATING ALL INFILTRATION AROUND THE PIPE. MORTAR SHALL NOT BE USED.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
INFRASTRUCTURE

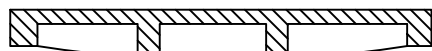
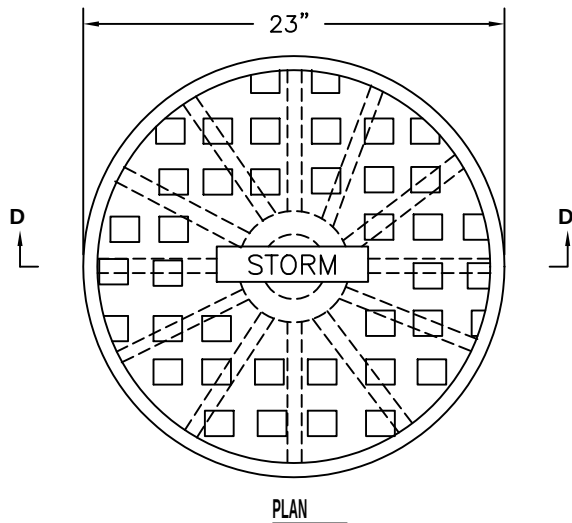
ADOPTED JANUARY 1, 2003

DIRECTOR OF ENGINEERING & INFRASTRUCTURE

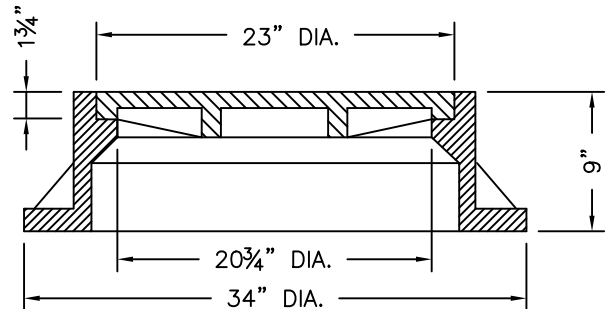
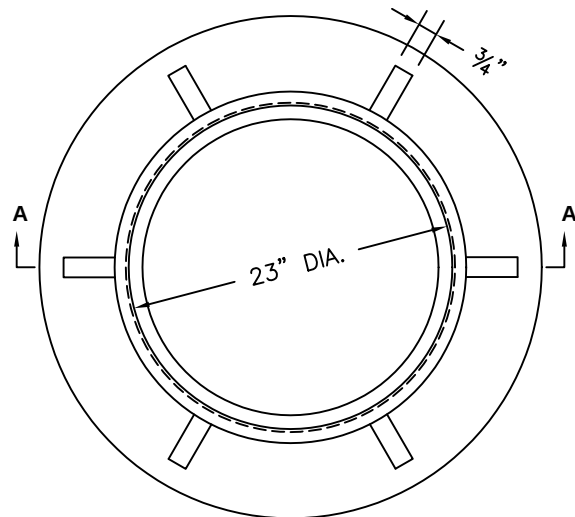
ISSUED: 7-3-78	
REVISIONS	
BY	DATE
F.W.T.	12/15/81
SHOE	9/15/89
JMM	11/5/02

STANDARD #2010

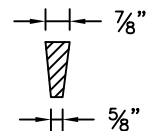
STANDARD DESIGN FRAME AND LIDS TYPE 1



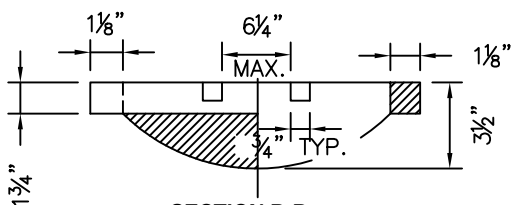
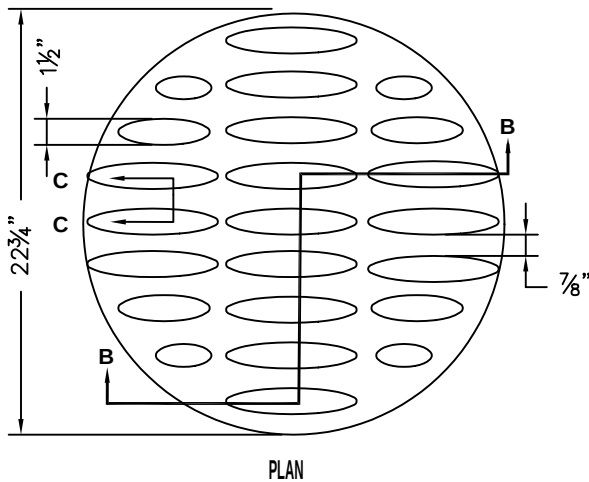
CAST CLOSED LID
SECTION D-D



SECTION A-A
CAST FRAME



SECTION C-C



SECTION B-B
CAST OPEN LID

NOTES:

1. THE OPEN AND CLOSED LIDS MAY BE MADE OF EITHER GRAY IRON OR DUCTILE IRON.
2. CLOSED LID SHALL HAVE CONCEALED PICKHOLE.
3. CLOSED LID SHALL BE GASKETED IF INSTALLATION IS FOR A SEPARATE SANITARY SEWER.
4. THE LID SHALL BE CAST 'STORM' IF INSTALLATION IS FOR A SEPARATE STORM SEWER.
5. THE LID SHALL BE CAST 'SANITARY' IF INSTALLATION IS FOR A SEPARATE SANITARY SEWER OR COMBINATION SEWERS.
6. THE LID SHALL BE CAST 'COMBINED' IF INSTALLATION IS FOR A COMBINED SEWER.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE

ADOPTED JANUARY 1, 2003

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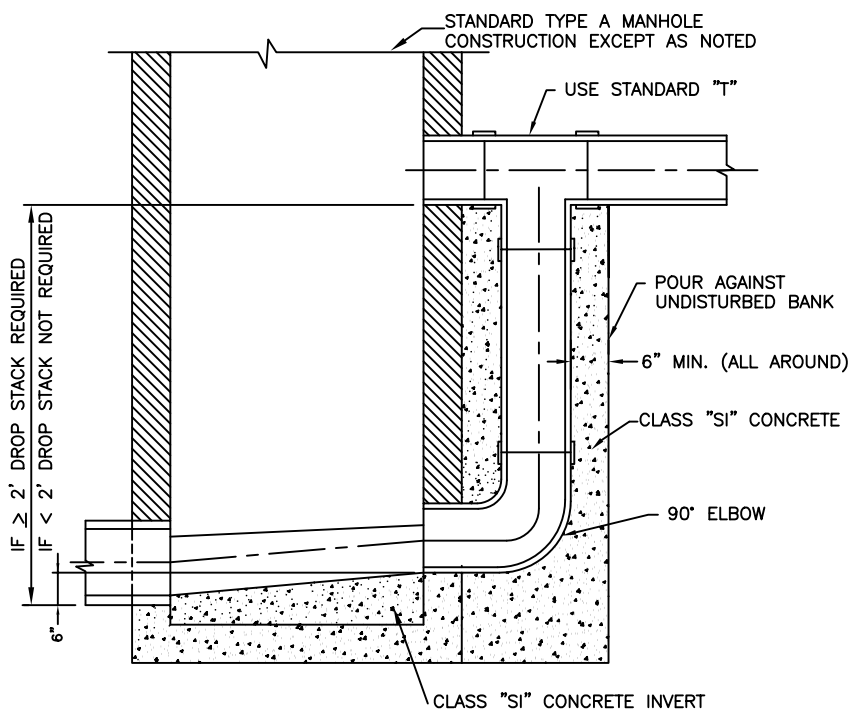
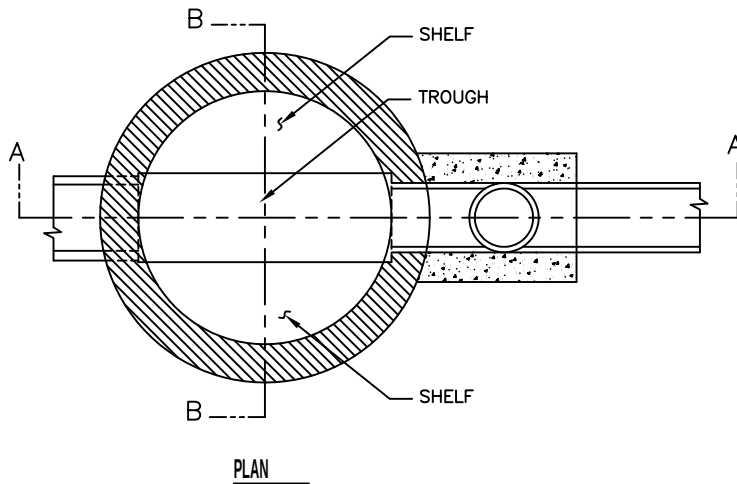
ISSUED: 7-3-78

REVISIONS
BY DATE

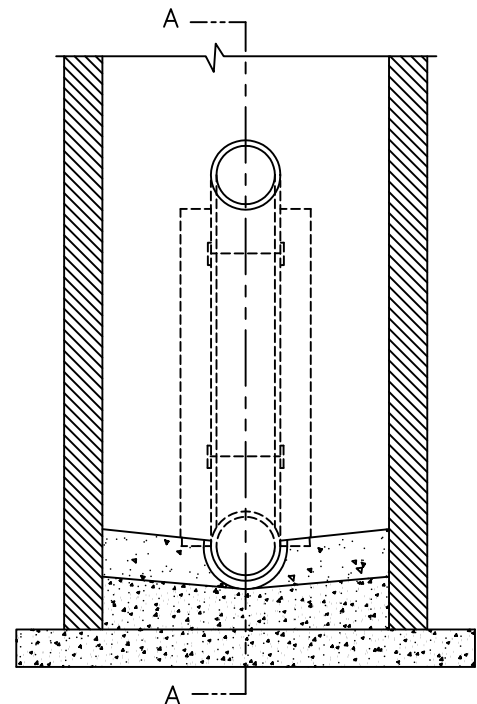
K.G.Q. 4/8/00

JMM 5/1/02

STANDARD DESIGN DROP STACK



SECTION A-A



SECTION B-B

NOTES:

1. ENTIRE EXCAVATION TO BE BACKFILLED WITH TRENCH BACKFILL MATERIAL, IN ACCORDANCE WITH STANDARD #2050, IF ANY EDGE OF EXCAVATION IS WITHIN 2' OF ANY PAVED SURFACE.
2. BACKFILL AROUND PIPE SHALL BE IN ACCORDANCE WITH STANDARD #2050.
3. POURED CONCRETE AROUND DROP STACK PIPE WILL NOT BE REQUIRED IF DROP STACK IS PRECAST WITH MANHOLE.

4. TO BE USED IN CONJUNCTION WITH TYPE "A" MANHOLES WHERE SEWER ENTERS 2'-0" OR MORE ABOVE LOWEST INVERT. NOT TO BE USED FOR INLET OR CATCH BASIN CONNECTIONS.
5. THIS DETAIL APPLIES TO INCOMING SEWER OF 18" DIAMETER OR LESS.
6. FOR INCOMING SEWER SMALLER THAN 12" USE VERTICAL PIPE OF SAME DIAMETER. FOR INCOMING SEWER 12" OR GREATER, USE 12" VERTICAL PIPE.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE

ADOPTED JANUARY 1, 2003

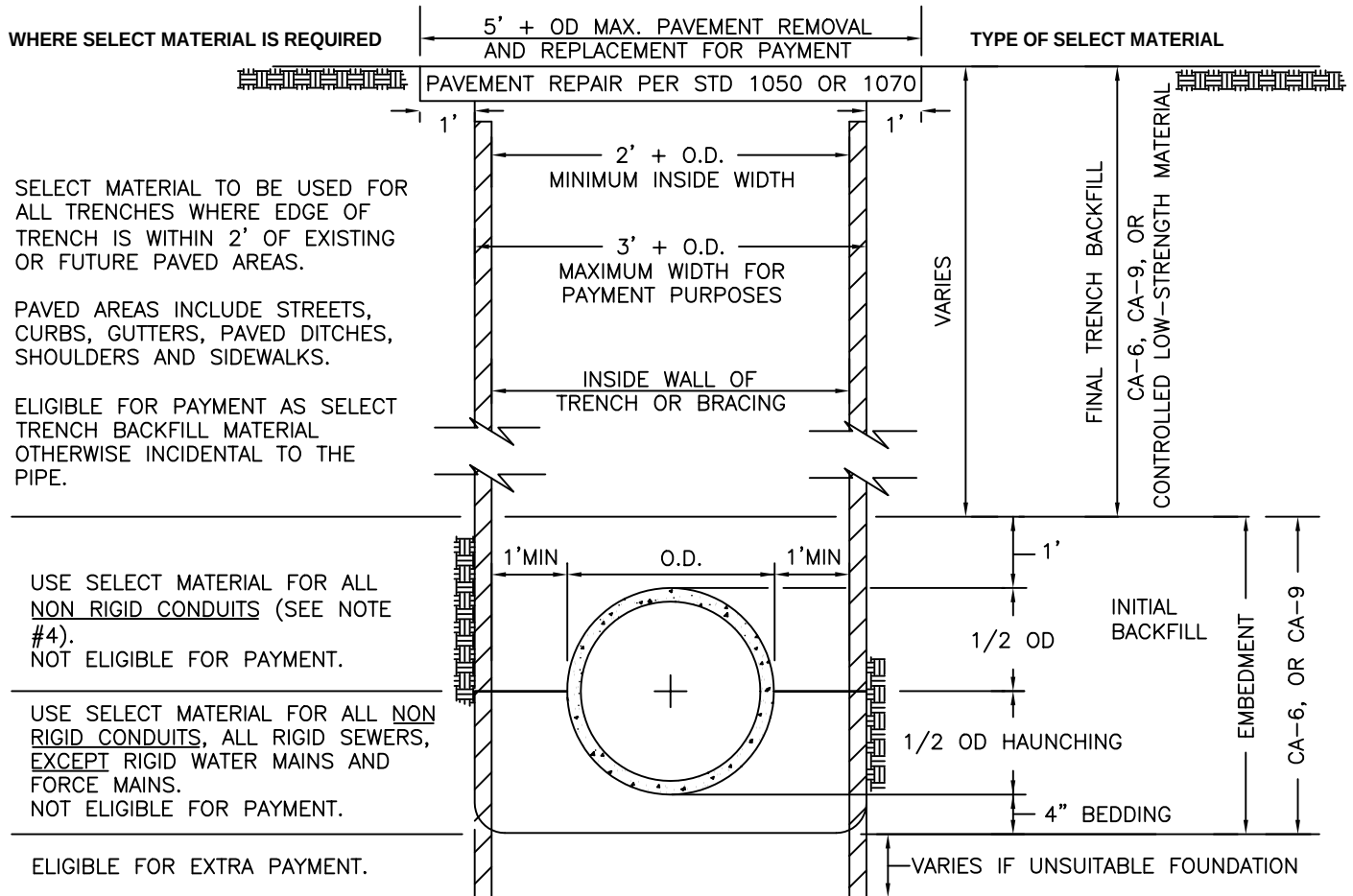
DIRECTOR OF ENGINEERING & INFRASTRUCTURE

ISSUED:

REVISIONS	
BY	DATE
K.G.Q.	4/4/00
JMM	5/4/02
KSG	10/2002

STANDARD # 2030
Page 111 of 290

STANDARD DESIGN TRENCH BACKFILL AND BEDDING



NOTES:

1. WHEN EDGE OF TRENCH IS WITHIN 2' OF ANY PAVED AREA, UNIFORM LAYERS OF SELECT MATERIAL NOT EXCEEDING 8" THICK SHALL BE PLACED AND COMPACTED BY RAMMING OR TAMPING WITH TOOLS APPROVED BY THE ENGINEER TO 95% OF STANDARD PROCTOR DENSITY.
2. WHEN EDGE OF TRENCH IS BEYOND 2' OF ANY PAVED AREA, UNIFORM LAYERS OF SUITABLE EXCAVATED MATERIAL NOT EXCEEDING 12" THICK SHALL BE PLACED AND COMPACTED BY RAMMING OR TAMPING TO THE SATISFACTION AND APPROVAL OF THE ENGINEER.
3. CA-7, CA-11, CA-13, OR CA-16 MAY BE USED FOR TRENCH BACKFILL WHEN AN APPROPRIATE GEOTECHNICAL FABRIC IS USED TO LINE THE TRENCH.
4. NON RIGID CONDUITS ARE DEFINED AS FLEXIBLE THERMOPLASTIC PIPE AND/OR CORRUGATED METAL PIPE.
5. BELLS HOLES WILL BE DUG. NO PIPE WILL ACCEPTED WHERE THE BELLS OF THE PIPE ARE SUPPORTING THE WEIGHT OF THE PIPE.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE

ADOPTED JANUARY 1, 2003

DIRECTOR OF ENGINEERING & INFRASTRUCTURE

ISSUED: 7-3-01

REVISIONS
BY DATE

K.G.Q. 4/4/00

JMM 5/1/02

STANDARD# 2050

SHEET #1 OF 2

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**STANDARD DESIGN
TRENCH BACKFILL AND BEDDING
FOR
SANITARY SEWERS, STORM SEWERS
& WATERMAINS
TABLE 1**

INSIDE DIAMETER OF CONDUIT IN INCHES "D"	MAXIMUM TRENCH WIDTH IN FEET FOR PAYMENT	FINAL BACKFILL CY \ FOOT PER FOOT OF DEPTH WHERE ELIGIBLE FOR PAYMENT	PERMANENT PAVEMENT REMOVAL AND REPLACEMENT SY \ FOOT
6	3.58	0.13	0.62
8	3.78	0.14	0.64
10	3.97	0.15	0.66
12	4.17	0.15	0.69
14	4.36	0.16	0.71
15	4.46	0.17	0.72
16	4.56	0.17	0.73
18	4.75	0.18	0.75
20	4.94	0.18	0.77
21	5.04	0.19	0.78
24	5.33	0.20	0.81
27	5.63	0.21	0.85
28	5.72	0.21	0.86
30	5.92	0.22	0.88
33	6.21	0.23	0.91
36	6.50	0.24	0.94
42	7.08	0.26	1.01
48	7.67	0.28	1.07
54	8.25	0.31	1.14
60	8.83	0.33	1.20
66	9.42	0.35	1.27
72	10.00	0.37	1.33
78	10.58	0.39	1.40
84	11.17	0.41	1.46
90	11.75	0.44	1.53
96	12.33	0.46	1.59
102	12.92	0.48	1.66
108	13.50	0.50	1.72
120	14.67	0.54	1.85

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
INFRASTRUCTURE

ADOPTED JANUARY 1, 2003

DIRECTOR OF ENGINEERING & INFRASTRUCTURE

ISSUED:

REVISIONS

BY DATE

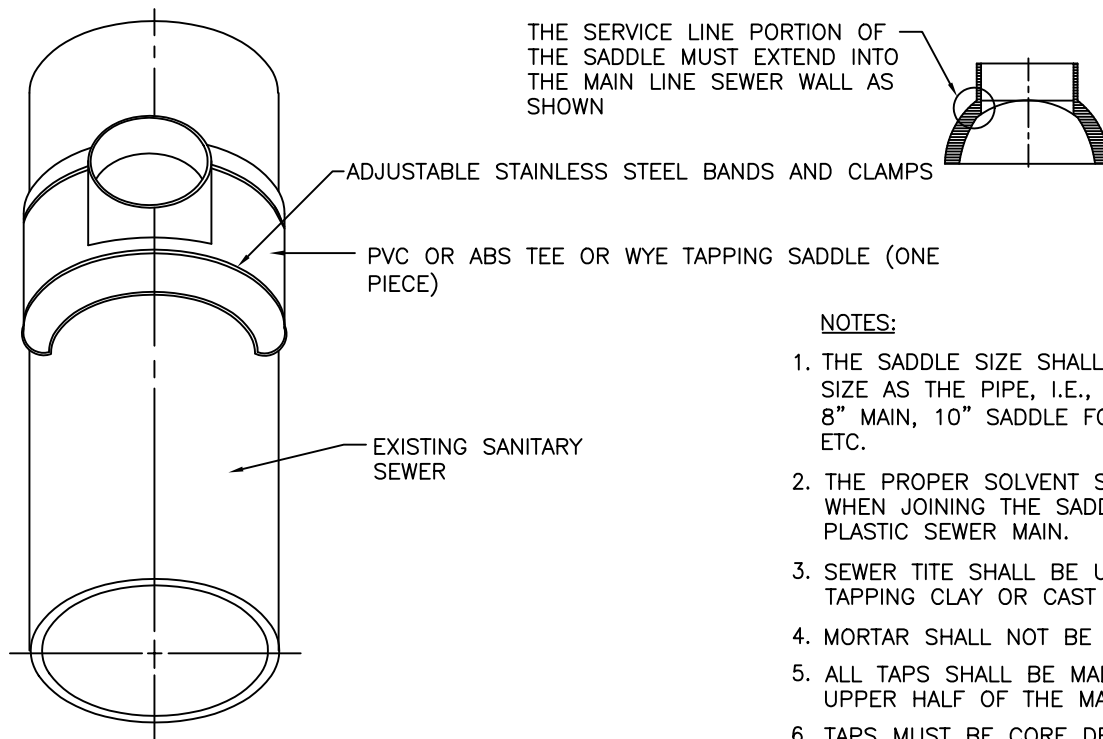
K.G.Q. 4/4/00

JMM 5/1/02

KSG 10/2002

STANDARD# 2050
SHEET #2 OF 2
Page 113 of 290

STANDARD DESIGN SANITARY SEWER TAPS AND PLUGS

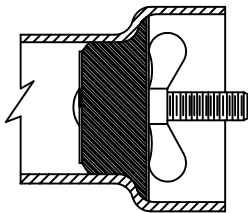


SEWER TAP DETAIL

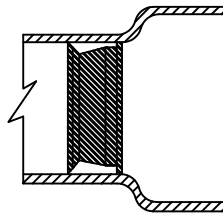
NOTES:

1. THE SADDLE SIZE SHALL BE THE SAME SIZE AS THE PIPE, I.E., 8" SADDLE FOR 8" MAIN, 10" SADDLE FOR 10" MAIN, ETC.
2. THE PROPER SOLVENT SHALL BE USED WHEN JOINING THE SADDLE TO A PLASTIC SEWER MAIN.
3. SEWER TITE SHALL BE USED WHEN TAPPING CLAY OR CAST IRON SEWERS.
4. MORTAR SHALL NOT BE USED.
5. ALL TAPS SHALL BE MADE IN THE UPPER HALF OF THE MAIN LINE SEWER.
6. TAPS MUST BE CORE DRILLED IF SEWER MAIN HAS BEEN LINED.

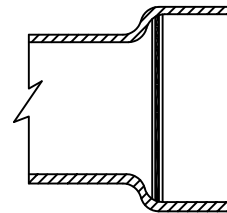
SANITARY SEWER PLUGS AND CAPS



TWIST PLUG

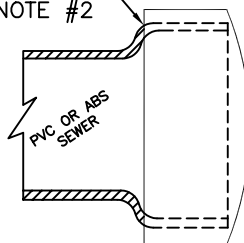


NEOPRENE PLUG



CLAY "PANCAKE"

SOLVENT WELD
SEE NOTE #2



PLASTIC CAP

NOTES:

1. MORTAR SHALL NOT BE USED.
2. THE PROPER SOLVENT SHALL BE USED WHEN JOINING A PLASTIC CAP TO A PLASTIC PIPE.
3. ALL PLUGS SHALL BE PROPERLY INSERTED INTO THE PIPE PROVIDING A WATERTIGHT SEAL.
4. PLUGS AND CAPS OTHER THAN THE TYPES SHOWN HERE MAY BE USED ONLY UPON PERMISSION GIVEN BY THE CITY ENGINEER.

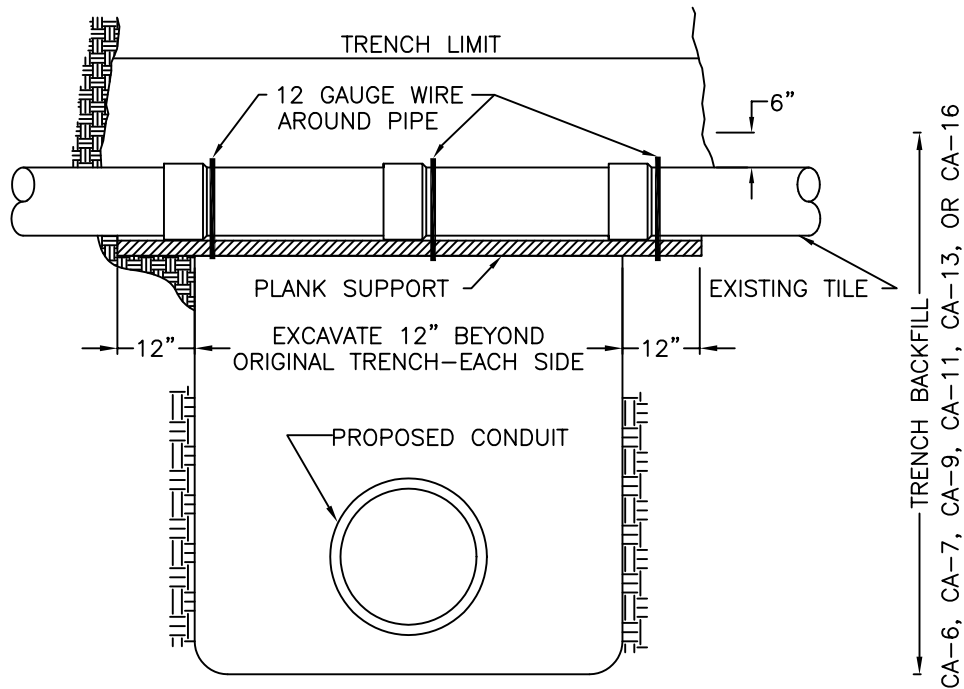
CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE

ADOPTED JANUARY 1, 2003

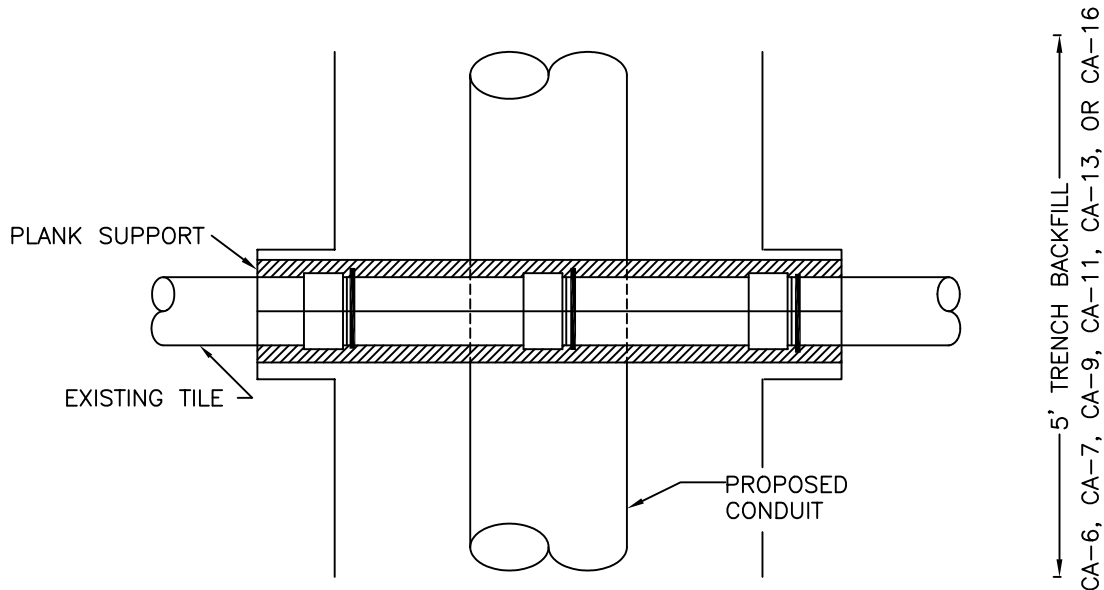
DIRECTOR OF ENGINEERING & INFRASTRUCTURE

ISSUED: 1/1/03	
REVISIONS	
BY	DATE
KSG	10/2002

STANDARD DESIGN CROSSING TILE



CROSS SECTION DETAIL-CROSSED TILE



NOTES:

PLAN SECTION DETAIL-CROSSED TILE

1. ABOVE DETAIL APPLIES WHEN EDGE OF TRENCH IS GREATER THAT 2' BEYOND ANY PAVED SURFACE. WHEN TILE IS CROSSED AND EDGE OF TRENCH IS 2' OR LESS FROM ANY PAVED SURFACE, STANDARD #2050 AND PLANK SUPPORT DETAIL SHALL APPLY.
2. THE PLANK SUPPORT SHALL BE A MINIMUM 2" NOMINAL THICKNESS AND 4" WIDER THAN THE DIAMETER OF THE SUPPORTED PIPE. MORE THAN ONE PLANK MAY BE USED, BUT NO PLANK SHALL BE LESS THAN 8".
3. THE SUPPORT PLANK MUST REST ON THOROUGHLY COMPACTED TRENCH BACKFILL THAT HAS BEEN PLACED BEFORE THE PLANK IS INSTALLED.
4. ALL JOINTS IN THE TRENCH AREA SHALL BE SEALED IN A MANNER APPROVED BY THE ENGINEER. MORTAR SHALL NOT BE USED.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING &
INFRASTRUCTURE

ADOPTED JANUARY 1, 2003

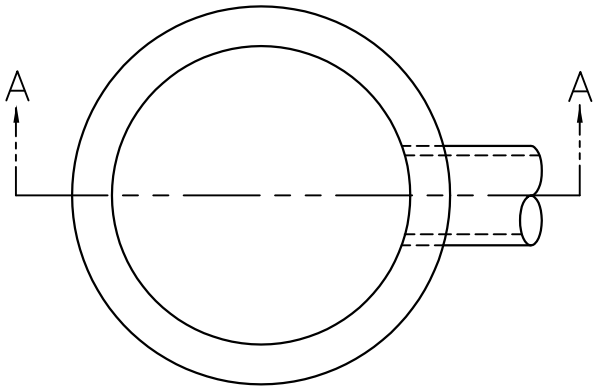
DIRECTOR OF ENGINEERING & INFRASTRUCTURE

ISSUED:7-3-01
REVISIONS
BY DATE

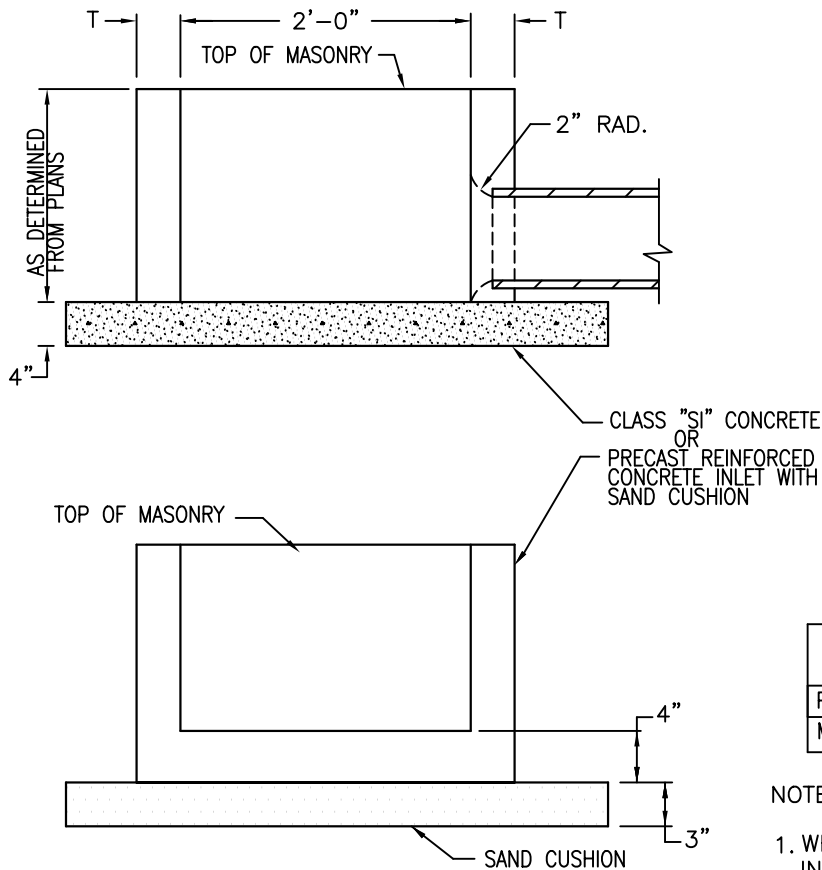
K.G.Q. 4/6/00

STANDARD DESIGN

INLET TYPE A



PLAN



SECTION A-A

ALTERNATE MATERIALS FOR WALLS	T
PRECAST REINFORCED CONCRETE SECTION	3"
MONOLITHIC CONCRETE	6"

NOTES:

1. WHEN USING A PRECAST REINFORCED CONCRETE INLET, THE CONTRACT UNIT PRICE SHALL INCLUDE FURNISHING AND PLACING SAND CUSHION.
2. THE CONTRACT UNIT PRICE SHALL INCLUDE THE FRAME AND LID OR GRATE SPECIFIED ON PLANS.
3. ALL CONCRETE JOINTS IN THE STRUCTURE SHALL BE SEALED USING PERMAGUM ROPE MASTIC OR APPROVED EQUAL. ADJUSTING RINGS AND THE CASTING SHALL BE SEALED USING 2 LOOPS OF 3/4" PERMAGUM ROPE MASTIC.

CITY OF DECATUR, ILLINOIS
DEPARTMENT OF ENGINEERING
& INFRASTRUCTURE

ADOPTED JANUARY 1, 2003

DIRECTOR OF ENGINEERING & INFRASTRUCTURE

ISSUED:	
REVISIONS	DATE
BY	
KSG	10/2002

Project Name: 2019 Miscellaneous Sanitary & Storm Sewer Improvement

Project Number: 2019-09

Bid Date: May 22, 2019

Time: 10:00 A.M.

Fund: Storm Water & Sewer Fun

Organization Code: 78487806, 79487906

Object Code: 489040, 489030

Engineer's Estimate

City Engineering Division

Entler Excavating Co., Inc.

819 N Sunnyside Rd
Decatur, IL 62522

PH: (217) 428-1865
FAX: (217) 428-1895

Stuart Entler, Pres.

karenentlerex@gmail.com

Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	750	CU YD	\$43.00	\$32,250.00	\$45.00	\$33,750.00
21400100	GRADING & SHAPING DITCHES	100	FOOT	\$10.00	\$1,000.00	\$5.00	\$500.00
25000100	SEEDING, CLASS 1	4,840	SQ YD	\$1.60	\$7,744.00	\$1.50	\$7,260.00
25100105	MULCH, METHOD 1	4,840	SQ YD	\$1.10	\$5,324.00	\$1.00	\$4,840.00
25100630	EROSION CONTROL BLANKET	30	SQ YD	\$8.00	\$240.00	\$5.00	\$150.00
25200100	SODDING	30	SQ YD	\$35.00	\$1,050.00	\$30.00	\$900.00
28000510	INLET PROTECTION	5	EACH	\$75.00	\$375.00	\$1.00	\$5.00
28000900	FENCH (EROSION CONTROL)	75	FOOT	\$9.00	\$675.00	\$5.00	\$375.00
40800010	BITUMINOUS MATERIALS (PRIME COAT)	50	GAL	\$15.50	\$775.00	\$15.00	\$750.00
40800040	INCIDENTAL BITUMINOUS SURFACING	45	TON	\$450.00	\$20,250.00	\$400.00	\$18,000.00
42000100	PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH	175	SQ YD	\$100.00	\$17,500.00	\$100.00	\$17,500.00
42000101	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 6 INCH	400	SQ YD	\$18.00	\$7,200.00	\$20.00	\$8,000.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	50	SQ YD	\$100.00	\$5,000.00	\$100.00	\$5,000.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	200	SQ FT	\$25.00	\$5,000.00	\$22.00	\$4,400.00
44000100	PAVEMENT REMOVAL	350	SQ YD	\$22.00	\$7,700.00	\$20.00	\$7,000.00
44000200	DRIVEWAY PAVEMENT REMOVAL	50	SQ YD	\$22.00	\$1,100.00	\$20.00	\$1,000.00
44000600	SIDEWALK REMOVAL	200	SQ FT	\$10.00	\$2,000.00	\$5.00	\$1,000.00
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	75	FOOT	\$115.00	\$8,625.00	\$110.00	\$8,250.00
44213200	SAW CUTS	1,000	FOOT	\$8.00	\$8,000.00	\$5.00	\$5,000.00
550A0340	STORM SEWERS, CLASS A, TYPE 2, 12 INCH	25	FOOT	\$200.00	\$5,000.00	\$110.00	\$2,750.00
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	25	FOOT	\$210.00	\$5,250.00	\$130.00	\$3,250.00
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	25	FOOT	\$225.00	\$5,625.00	\$155.00	\$3,875.00
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	25	FOOT	\$250.00	\$6,250.00	\$165.00	\$4,125.00
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	25	FOOT	\$275.00	\$6,875.00	\$230.00	\$5,750.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	80	CU YD	\$125.00	\$10,000.00	\$110.00	\$8,800.00
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	8	EACH	\$4,750.00	\$38,000.00	\$5,000.00	\$40,000.00
60228120	MANHOLES, SANITARY, 5 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	4	EACH	\$5,400.00	\$21,600.00	\$5,500.00	\$22,000.00
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	10	FOOT	\$570.00	\$5,700.00	\$600.00	\$6,000.00
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	3	FOOT	\$620.00	\$1,860.00	\$700.00	\$2,100.00
60240220	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	2	EACH	\$2,500.00	\$5,000.00	\$2,400.00	\$4,800.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	2	EACH	\$2,775.00	\$5,550.00	\$2,700.00	\$5,400.00
60238700	INLETS, TYPE B, TYPE 1 FRAME AND GRATE	2	EACH	\$2,775.00	\$5,550.00	\$2,800.00	\$5,600.00
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	2	EACH	\$2,900.00	\$5,800.00	\$3,000.00	\$6,000.00
60255800	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	5	EACH	\$2,775.00	\$13,875.00	\$3,000.00	\$15,000.00
60255801	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID, IN PAVEMENT	5	EACH	\$5,100.00	\$25,500.00	\$5,000.00	\$25,000.00
67100100	MOBILIZATION	25	EACH	\$2,100.00	\$52,500.00	\$1,500.00	\$37,500.00
70102620	TRAFFIC CONTROL AND PROTECTION, M STANDARD 701501	15	EACH	\$1,100.00	\$16,500.00	\$1,000.00	\$15,000.00
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	8	EACH	\$2,500.00	\$20,000.00	\$2,250.00	\$18,000.00
Z0001000	SUSPENSION OF WORK	25	HOURL	\$675.00	\$16,875.00	\$500.00	\$12,500.00
Z0018900	DOWEL BARS	100	EACH	\$17.00	\$1,700.00	\$15.00	\$1,500.00
Z0059500	SEWER, TYPE 2 & 3, 6 INCH	40	FOOT	\$65.00	\$2,600.00	\$65.00	\$2,600.00
Z0059600	SEWER, TYPE 2 & 3, 8 INCH	100	FOOT	\$75.00	\$7,500.00	\$110.00	\$11,000.00
Z0059700	SEWER, TYPE 2 & 3, 10 INCH	100	FOOT	\$85.00	\$8,500.00	\$120.00	\$12,000.00
Z0059800	SEWER, TYPE 2 & 3, 12 INCH	65	FOOT	\$115.00	\$7,475.00	\$130.00	\$8,450.00
Z0059900	SEWER, TYPE 2 & 3, 15 INCH	25	FOOT	\$130.00	\$3,250.00	\$150.00	\$3,750.00
Z0059925	SEWER, TYPE 2 & 3, 18 INCH	20	FOOT	\$160.00	\$3,200.00	\$160.00	\$3,200.00

Page 1 of 2

Project Name: 2019 Miscellaneous Sanitary & Storm Sewer Improvement

Project Number: 2019-09

Bid Date: May 22, 2019

Time: 10:00 A.M.

Fund: Storm Water & Sewer Fun

Organization Code: 78487806, 79487906

Object Code: 489040, 489030

Engineer's Estimate

City Engineering Division

Entler Excavating Co., Inc.

819 N Sunnyside Rd
Decatur, IL 62522

PH: (217) 428-1865
FAX: (217) 428-1895

Stuart Entler, Pres.

karenentlerex@gmail.com

Item Number	Pay Item	QTY	Unit	Unit Price	Total	Unit Price	Total
Z0059950	SEWER, TYPE 2 & 3, 24 INCH	20	FOOT	\$170.00	\$3,400.00	\$195.00	\$3,900.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	EACH	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
Z0064600	SELECTIVE CLEARING	0.2	ACRE	\$5,750.00	\$1,150.00	\$5,000.00	\$1,000.00
XX000541	EXPLORATORY EXCAVATION	15	EACH	\$1,050.00	\$15,750.00	\$1,000.00	\$15,000.00
XX003424	CONNECT TO EXISTING STRUCTURE	15	EACH	\$1,600.00	\$24,000.00	\$1,000.00	\$15,000.00
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	8	EACH	\$525.00	\$4,200.00	\$500.00	\$4,000.00
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	1	EACH	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-10 INCH)	35	EACH	\$840.00	\$29,400.00	\$800.00	\$28,000.00
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	10	EACH	\$1,450.00	\$14,500.00	\$1,400.00	\$14,000.00
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (8-24 INCH)	5	EACH	\$1,750.00	\$8,750.00	\$1,700.00	\$8,500.00
XX004209	SANITARY SERVICE CONNECTION	10	EACH	\$1,250.00	\$12,500.00	\$1,000.00	\$10,000.00
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	20	FOOT	\$45.00	\$900.00	\$35.00	\$700.00
Alternate Bid - West Karen Drive							
25000100	SEEDING, CLASS 1	700	SQ YD	\$1.60	\$1,120.00	\$3.50	\$2,450.00
25100105	MULCH, METHOD 1	700	SQ YD	\$1.10	\$770.00	\$2.00	\$1,400.00
28000900	EROSION CONTROL FENCE	30	FOOT	\$9.00	\$270.00	\$15.00	\$450.00
60228110	MANHOLE, SANITARY, 4 FT-DIA. TYPE 1 FRAME, CLOSED LID	1	EACH	\$4,750.00	\$4,750.00	\$5,000.00	\$5,000.00
67100100	MOBILIZATION	1	LSUM	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	1	LSUM	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
X0327371	PLUG EXISTING PIPE	1	EACH	\$500.00	\$500.00	\$500.00	\$500.00
X0840000	SANITARY SEWER REMOVAL, 8 INCH	170	FOOT	\$10.00	\$1,700.00	\$20.00	\$3,400.00
X1200073	MANHOLE REMOVAL	1	EACH	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
XX003424	CONNECT TO EXISTING STRUCTURE	2	EACH	\$1,600.00	\$3,200.00	\$1,000.00	\$2,000.00
XX005488	CONNECT TO EXISTING PIPE W/STAINLESS STEEL SHEAR RING, 8 INCH	1	EACH	\$840.00	\$840.00	\$800.00	\$800.00
XXXX0001	6 FT DIAMETER MANHOLE LID SPL.	1	EACH	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
XXXX0002	BY-PASS PUMPING	1	LSUM	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	EACH	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Z0059600	SEWER, TYPE 2, 8 INCH	170	FOOT	\$75.00	\$12,750.00	\$100.00	\$17,000.00
	TOTAL BASE BID (AS CORRECTED)				\$594,993.00		\$550,930.00
	Percent Over Under ENGINEER'S ESTIMATE						-7.41%
	TOTAL ALTERNATE BID (AS CORRECTED)				\$41,900.00		\$50,500.00
	Percent Over Under ENGINEER'S ESTIMATE						20.53%
	TOTAL BASE + ALTERNATE BID (AS CORRECTED)				\$636,893.00		\$601,430.00
	Percent Over Under ENGINEER'S ESTIMATE						-5.57%


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

5/22/19
Date

Public Works

DATE: 5/24/2019

MEMO: 2019-45

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 to Authorize Professional Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. to Provide Construction Phase Engineering Services for the McKinley Sewer Rehabilitation Project, City Project 2017-22

SUMMARY RECOMMENDATION: Please refer to the attached Council Memorandum and related attachments.

COPY: Crawford, Murphy & Tilly, Inc.

ATTACHMENTS:

Description	Type
Council Memo 2019-45 Professional Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. for Construction Eng Phase McKinley Sewer Rehabilitation, CP2017-22	Cover Memo
Resolution with Agreement - Crawford, Muphy & Tilly, Inc. CP 2017-22	Resolution Letter
McKinley Sewer Location map	Backup Material

**PUBLIC WORKS MEMORANDUM
NO. 2019-45**

DATE: May 24, 2019

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 to Authorize Professional Engineering Services Agreement with Crawford, Murphy & Tilly, Inc. to Provide Construction Phase Engineering Services for the McKinley Sewer Rehabilitation Project, City Project 2017-22

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor to sign, and the City Clerk to attest, a Professional Engineering Services Agreement between the City of Decatur and Crawford, Murphy & Tilly, Inc. to provide construction engineering services for the McKinley Sewer Rehabilitation Project for a fee not to exceed \$490,383.

PRIOR COUNCIL ACTION:

See Appendix A for a listing of prior Council actions.

SANITARY SEWER PRIORITIES:

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

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

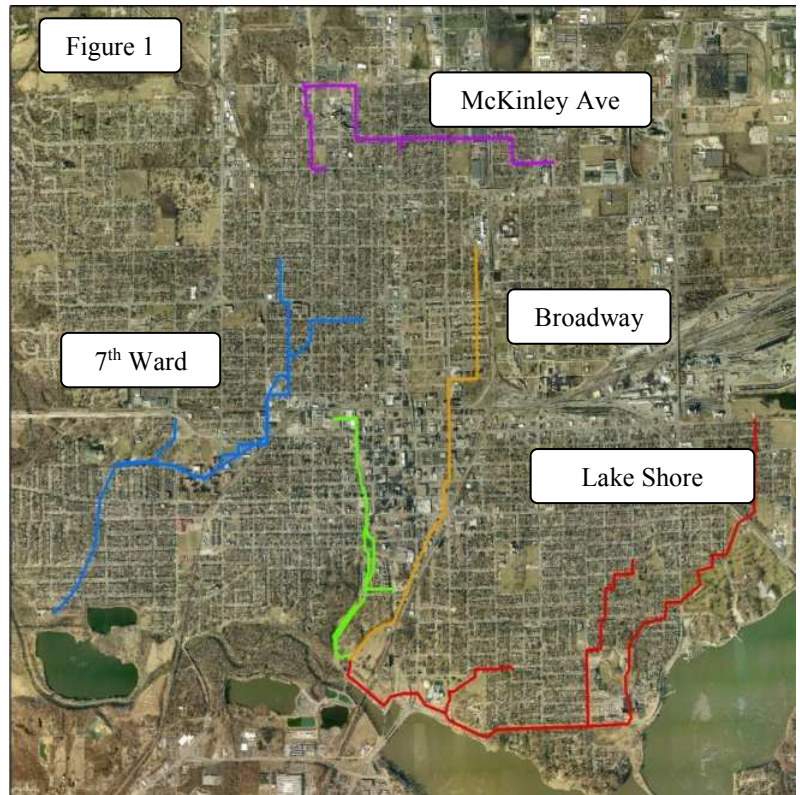
The McKinley Sewer Rehabilitation project addresses sanitary sewer priority 1, Critical Large Diameter Sewer Rehabilitation.

BACKGROUND:

The City's large diameter critical sewers are sewers with diameters ranging from 3 to 7 feet. They are major trunk sewers that serve large areas of the City and are vital to the City's sewer system. There are 5 critical sanitary sewers that are owned and operated by the City: 7th Ward Sewer, McKinley Avenue Sewer, Union Street Sewer, Lake Shore Drive Sewer, and Broadway Sewer, see Figure 1. Failure of a critical sewer would have dire consequences for the City such as loss of service for large sections of the

City, pollution of the land and our drinking water supply, very high repair costs and possibly significant private property and building damage.

The Public Works Department and BGM prepared a Critical Sewers Rehabilitation Facilities Plan which was approved by the Illinois Environmental Protection Agency (IEPA) on February 4, 2013. The Facilities Plan is a key document required for the City to apply for low interest loans from the IEPA's revolving loan program. The plan analyzes the current condition of the sewers and probable construction costs for rehabilitation using multiple construction alternatives to find the most cost efficient method. It includes an engineering study of four of the five critical sanitary sewers; Lake Shore Drive Sewer, 7th Ward Sewer, McKinley Avenue Sewer and Union Street Sewer.



The following is the current critical sewer rehabilitation schedule:

Critical Sewer

Expected Construction

Lake Shore Drive Sewer	Completed Summer 2014
Union Street Sewer	Completed Summer 2015
7 th Ward Sewer	Completed Spring of 2018
McKinley Ave Sewer	Est. Start Summer 2019

McKinley Avenue Sewer

The McKinley Avenue sewer was originally constructed circa 1930, varies in size from 27" to 72", and was originally called the North Side Interceptor. The McKinley Avenue sewer begins near the intersection of Jasper Street and Garfield Avenue and drains to the McKinley Avenue Combined Sewer Overflow facility owned by the Sanitary District of Decatur near the northwest corner of Monroe Street and McKinley Avenue. A section of the sewer also extends south along Monroe Street to Harrison Avenue. See the attached location map.

Project Funding Through the Water Pollution Control Loan Program

The project funding is scheduled to be provided from the Illinois Water Pollution Control Loan Program with a low interest loan. The loan rate is expected to be 2.0%. The City will repay the loan over a 20 year period beginning at the substantial completion of the project. The funds included in the loan request are summarized in the following table:

Work Item	Project Estimate
Design Engineering	\$41,300
Construction est.	\$6,500,000
Construction Contingency (10%)	\$650,000
Construction Engineering	\$490,383
Total Estimated Project Cost	\$7,681,683
Construction Period Interest (1.5%)	\$115,225
Sub-Total	\$7,796,908
Total Loan Requested	\$7,900,000

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

Construction Engineering Services

The IEPA requires that projects being supported by the Water Pollution Control Loan Program be provided with project oversight by qualified resident engineers that are familiar with the sewer rehabilitation work being proposed.

The City advertised a Request for Qualifications to provide the City with Construction Engineering Services on February 13, 2019. The City received two proposals; Chastain and Associates and Crawford, Murphy and Tilly (CMT). The City determined CMT as the most qualified firm.

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

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

POTENTIAL OBJECTION: There are no known objections.

INPUT FROM OTHER SOURCES: Crawford Murphy & Tilly Inc.

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

SCHEDULE:

IEPA Approves the City's Facilities Plan	February 4, 2013
Plans and Specifications Submitted to the IEPA	January, 2019
City Council Approved IEPA Loan Ordinance	November, 2018
Advertise for Bids	June, 2019
Pre-Bid Conference	July, 2019
Bids Opened by the City	July, 2019
City Council receives and approves intent to award bids based on IEPA funding	August, 2019
The Loan is Authorized by the IEPA	September, 2019
IEPA Approves Bids and Authorizes Final Award	October, 2019
Notice to Proceed is Issued to the Contractor	October, 2019
Project Completion	Summer 2020

LEGAL REVIEW: The agreement was sent to Legal for review on May 15, 2019 and was approved by Corporation Counsel on May 20, 2019.

BUDGET IMPLICATIONS:

Budget Impact: The engineering services agreement with Crawford, Murphy and Tilly, Inc is for a cost not to exceed \$490,383. This cost is in line with the costs of Engineering Services provided on the other loan projects. Funding for this project is from the Sanitary Sewer Fund which is supported by the sewer user charge. All construction engineering costs are reimbursable by the IEPA after the loan is authorized and will be repaid over the 20 year term of the loan.

Staffing Impact: Staff time is allocated to manage McKinley Sewer rehabilitation.

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

Attach: 2

cc: Crawford, Murphy and Tilly, Inc.

Appendix A. Prior Council Action

- **October 6, 2008** – The City Council approved resolution R2008-160 authorizing \$135,000 to Bainbridge, Gee, Milanski & Associates (BGM) to prepare a master plan for the sanitary sewer system.
- **October 26, 2009** – The City Council received Council Memorandum 2009-102 that provided an update to the work being done on the Sanitary and Stormwater Master Plans.
- **June 3, 2010** – The City Council received Council Memorandum 2010-31 that provided an update on when the Stormwater Master Plan Funding Supplement, Sanitary Sewer Master Plan and Water Main Tapping Fee Update would be presented to council.
- **November 1, 2010** – The City Council met in Study Session to discuss the Big Four Projects; Water Infrastructure, Sanitary Sewer Infrastructure, Stormwater Infrastructure and the Police Department Space Needs. The Sanitary Sewer Master Plan discusses the need for rehabilitation of the City's Large Diameter Critical Sewers.
- **January 18, 2011** – The City Council approved resolution R2011-03 authorizing \$166,250 to Bainbridge, Gee, Milanski and Associates, Inc. to prepare the Critical Sewers Facilities Plan for Illinois Environmental Protection Agency (IEPA) approval. IEPA requires a Facility Plan to receive state administered loan program funds.
- **February 7, 2011** – The City Council approved Ordinance 2011-07 amending Chapter 74, Sanitary Sewer System, to provide a \$0.12 per year increase to the sewer rate each year for 5 years beginning on May 1, 2011.
- **May 7, 2012** – The City Council approved resolution R2012-96 authorizing \$390,471 to Bainbridge, Gee, Milanski and Associates, Inc. to Design the Lake Shore Drive Sewer Rehabilitation Project.
- **April 15, 2013** – The City Council approved Ordinance 2013-28 authorizing the City of Decatur to borrow funds from the Water Pollution Control Revolving Loan Fund.
- **April 15, 2013** – The City Council approved resolution R2013-36 authorizing an agreement with Bainbridge, Gee, Milanski and Associates, Inc. for a fee of \$550,000 to provide construction inspection services for the Lake Shore Drive Sewer Rehabilitation Project.
- **April 15, 2013** – The City Council approved resolution R2013-37 exempting the Lake Shore Drive Sewer Rehabilitation project from the hours of construction limitation required by Chapter 48, Section 12 of the City Code.
- **May 20, 2013** – The City Council approved resolution R2013-50 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. to design the Union Street Sewer Rehabilitation for a fee not to exceed \$198,700.

- **April 21, 2014** – The City Council approved Ordinance 2014-16 authorizing the City of Decatur to borrow funds up to \$2,608,700 from the Water Pollution Control Loan Program to cover engineering and construction costs for the Union Street Sewer Rehabilitation project.
- **April 21, 2014** – The City Council approved resolution R2014-26 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. for construction engineering and resident inspection services for the Union Street Sewer Rehabilitation project for a fee not to exceed \$204,000.
- **September 2, 2014** – The City Council approved resolution R2014-104 accepting the bid and authorizing a contract with Insituform Technologies USA, LLC for the Union Street Sewer Rehabilitation project contingent upon approval of award and loan offer from the Illinois Environmental Protection Agency. The awarded amount with contingencies was for a fee not to exceed \$2,133,811.09.
- **March 16, 2015** – The City Council approved resolution R2015-28 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. to design the 7th Ward and McKinley Sewer Rehabilitation for a fee not to exceed \$297,000.
- **June 6, 2016** – The City Council approved Ordinance 2016-30 authorizing the City of Decatur to borrow funds up to \$15,296,160 from the Water Pollution Control Loan Program to cover engineering and construction costs for the 7th Ward Sewer Rehabilitation project.
- **June 6, 2016**– The City Council approved resolution R2016-64 authorizing an agreement with Bainbridge, Gee, Milanski & Associates, Inc. for construction engineering and resident inspection services for the 7th Ward Sewer Rehabilitation project for a fee not to exceed \$944,000.
- **January 17, 2017** – The City Council approved resolution R2017-01 accepting the bid and authorizing a contract with SAK Construction, LLC for the 7th Ward Sewer Rehabilitation project contingent upon approval of award and loan offer from the Illinois Environmental Protection Agency. The awarded amount with contingencies was for a fee not to exceed \$7,978,113.12.
- **August 7, 2017**– The City Council approved resolution R2017-22 authorizing a change order Chastain and Associates, LLC for design engineering for the McKinley Sewer Rehabilitation Project for a fee not to exceed 41,300.
- **November 5, 2018** – The City Council approved Ordinance 2018-60 authorizing the City of Decatur to borrow funds up to \$7,900,000 from the Water Pollution Control Loan Program to cover engineering and construction costs for the McKinley Sewer Rehabilitation project.

RESOLUTION NO. _____

**RESOLUTION TO AUTHORIZE PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH CRAWFORD, MURPHY & TILLY, INC.
TO PROVIDE CONSTRUCTION PHASE ENGINEERING SERVICES FOR
THE MCKINLEY SEWER REHABILITATION PROJECT,
CITY PROJECT 2017-22**

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

Section 1. That the Professional Engineering Services Agreement to provide construction phase engineering services for the McKinley Sewer Rehabilitation Project, presented to the Council herewith as Exhibit A and made a part hereof, between the City of Decatur and Crawford, Murphy & Tilly, Inc. 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 Crawford, Murphy & Tilly, Inc. for a fee not to exceed \$490,383.

PRESENTED and ADOPTED this 3rd day of June, 2019.

Julie Moore Wolfe, Mayor

Attest:

Kim Althoff, City Clerk

EXHIBIT A

CITY OF DECATUR PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

Crawford, Murphy & Tilly, Inc.,
 (“**Consulting Engineer**”), for and in consideration of the mutual covenants and promises and good and valuable consideration contained herein.

SCOPE OF WORK

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

SECTION I. GENERAL

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

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

SECTION II. BASIC SERVICES

A. BIDDING PHASE.

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

1. Assist in Bidding. Assist the City's Representative in obtaining bids for each separate City contract for construction, materials, equipment and services for the Project.
2. Advise Regarding Contractors and Subcontractors. Consult with and advise the City's Representative as to the acceptability of subcontractors and other persons and organizations proposed by the City's Contractors, ("Contractors"), for those portions of the work as to which such acceptability is required by the bidding documents.
3. Consult Regarding Substitutes. Consult with and advise the City's Representative as to the acceptability of substitute materials and equipment proposed by the Contractors when substitution prior to the award of contracts is allowed by the bidding documents.
4. Distribute Plans and Contract Documents to Bidders. Reproduce sufficient copies of the plans and contract documents and make them available to all prospective bidders. The Consulting Engineer shall create a Plan Holder List by recording the business name, contact person name, address, telephone number, fax number and email address of each of the bidders taking a set of plans and contract documents. The Consulting Engineer shall collect from each of the bidders a payment for the plans equal to the amount of the cost of duplication. The payment from the bidder shall be made to the Consulting Engineer, which shall offset the cost of duplication; said amounts shall not be billed to the City. Alternately, the Consulting Engineer may arrange to have plans and specifications made available to prospective bidders through the services of a plan and specification duplication firm that offers plan distribution services provided that the firm obtains the same bidder information as required of the Consulting Engineer and that no cost for this service be billed to the City.
5. Respond to Questions from Bidders. Receive and respond to questions from prospective bidders during the bidding period. All responses shall be written and shall be provided to all plan holders as listed on the Plan Holder List. Questions received five (5) business days before the bid opening shall be answered. Questions received between four (4) and two (2) business days before the bid opening may be answered provided that a means exists to communicate the answer in writing to all the bidders. Questions received one (1) business day before or on the day of the bid opening shall not be answered. Answers to questions should be distributed to bidders by email, however if a bidder does not have email service the documents may be transmitted by fax.
6. Tabulate and Evaluate Bids, Recommend Award. Prepare and provide to the City's Representative a bid tabulation which shall consist of a listing of all pay items in the contract documents, a listing of the Consulting Engineer's Opinion of Probable Costs, and a listing of the bids for each of the pay items submitted by each of the bidders. The Consulting Engineer shall tabulate the bids on an electronic spreadsheet form provided by the City's Representative. The Consulting Engineer shall assist the City's Representative in evaluating bids or proposals and in assembling and awarding contracts. The Consulting Engineer shall check the bidder's references and performance on prior projects. Based on the Consulting Engineer's evaluation of the bids

and the qualifications of the bidders, the Consulting Engineer shall provide to the City's Representative a written recommendation for award of the contract to one of the bidders or recommend other action as may be appropriate. The final selection of the Construction Contractor is the sole responsibility of the City Council.

7. Completion Time. Complete the bidding phase and prepare and submit the recommendation to the City's Representative for the award of the Contract (s) within the time period set forth in Exhibit C, Project Timeline.

B. CONSTRUCTION INSPECTION PHASE.

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

1. General Duties. The Consulting Engineer shall consult with and advise the City's Representative and act as its representative as provided herein and in the General Conditions of the construction contract for the Project. The primary responsibility of the Consulting Engineer in this phase of the work shall be quality control inspection of the materials, construction methods and techniques to assure that the Contractor builds the project in accordance with the plans and specifications.
2. Construction Inspection and Reporting. The Consulting Engineer shall make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor and to determine in general if such work is proceeding in accordance with the Contract Documents. During such visits and on the basis of on-site observations, the Consulting Engineer shall keep the City's Representative informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Formal notification of the progress of work shall be in the form of bi-weekly project progress meetings held between the Consulting Engineer, Contractor and City's Representative. Project schedule updates shall be submitted to the City's Representative in writing.
3. Review of Technical and Procedural Aspects. The Consulting Engineer shall review and approve (or take other appropriate action in respect to Shop Drawings, the results of tests and inspections and other data which each Contractor is required to submit, determine the acceptability of substitute materials and equipment proposed by the Contractor(s), and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s).
4. Contract Documents. The Consulting Engineer shall receive from each Contractor and review for compliance with contract documents all required document submissions including but not limited to Performance and Payment Bonds, certificates of insurance report forms required by any City, State or Federal law or rule or regulation and submit the forms to the City's Representative for final approval.
5. Conferences and Meetings. The Consulting Engineer shall attend meetings with the Contractor, such as pre-construction conferences, progress meetings, job conferences, and other project-related meetings, and prepare and circulate copies of the minutes thereof to the City's Representative.

6. Documentation. The Consulting Engineer shall prepare all documentation and provide the same to meet the requirements defined in the Illinois Department of Transportation Construction Manual and Documentation Guide ("Manual"). The Manual used shall be the most current at the time of inspection. Documentation shall be available for review by the City's Representative at all times. Specifically, the Consulting Engineer shall, in addition the above,
 - a. Prepare Inspector's Daily Reports and Quantity Book as required in the Manual.
 - b. Maintain, at the job site, orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents, including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, the Consulting Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project-related documents.
 - c. Keep a diary or log book, recording the Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures and send copies to the City's Representative.
 - d. Take multiple photographs of the Work and keep a log and file of the photos. The photographs shall be provided to the City's Representative upon demand and at project closeout.
 - e. Record names, addresses and telephone numbers of all the Contractors, Subcontractors, and major suppliers of materials and equipment.
7. Reports. The Consulting Engineer shall,
 - a. Furnish the City's Representative periodic reports, as required, on progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
 - b. Consult with the City's Representative, in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - c. Draft proposed Change Orders and obtaining back-up material from the Contractor, and make recommendations to the City's Representative regarding Change Orders and Field Orders.
 - d. Report immediately to the City's Representative upon the occurrence of any accident.
8. Contract Interpretation; Review of Quality of Work. The Consulting Engineer shall:
 - a. Issue all instructions of the City's Representative to the Contractor(s).
 - b. Issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required, subject to the City's Representative's approval.
 - c. Have authority, as a representative of the City, to require special inspection or testing of the work.
 - d. Act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under and make decisions on all claims of the Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

9. Prepare Engineer's Pay Estimate. The Consulting Engineer shall, based on the Consulting Engineer's on-site observations as an experienced and qualified design professional and on review of the Inspectors Daily Reports and Quantity Book, determine the amounts owing to the Contractor(s) and prepare an Engineer's Payment Estimate recommending the amount of payment for completed work. Such recommendations of payment shall constitute a representation to the City's Representative, based on such observations and review, that the work has progressed to the point indicated and that to the best of the Consulting Engineer's knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due the Contractor(s). The Engineer's Payment Estimate shall be prepared not less than monthly while construction is proceeding. The pay estimate shall be prepared on a spreadsheet form supplied by the City's Representative at the beginning of this phase of work.
10. Determination of Substantial Completion. The Consulting Engineer shall conduct an inspection to determine if the Project is substantially complete and conduct a final inspection to determine if the work has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all of his obligations there under so that the Consulting Engineer may recommend, in writing, final payment to each Contractor and may give written notice to the City's Representative and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).
11. Authority and Responsibility. The Consulting Engineer shall not guarantee the work of any Contractor or Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job-site or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms or other work aids, and shall have no duties or responsibilities imposed by the Structural Work Act upon the "owner" under that Act and shall not be the "person in control of work" within the meaning of that Act.
12. Consulting Engineer Not Responsible for Acts of Contractor. The Consulting Engineer shall not be responsible for the supervision or control of the acts or omissions or construction means, methods or techniques of any Contractor, or Subcontractor, or any of the Contractor(s)' or Subcontractors' agents or employees or any other person (except the Consulting Engineer's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in this contract shall be construed to release the Consulting Engineer from liability for failure to properly perform duties undertaken by him in these Contract Documents or this Agreement.
13. Preparation of Record Drawings. The Consulting Engineer shall prepare a set of record plans on which shall be noted all changes which may have occurred during construction. The record drawings need not detail changes in measurements, elevation lines or grades which are within the normally accepted construction tolerances. Record drawings may be prepared using AutoCAD or other electronic plan preparation method. Alternately, record drawings may be prepared using manual methods. The plans shall be delivered to the City's Representative in the form of one set of prints and electronic file if record drawings were prepared by electronic methods. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this agreement.
14. Completion Time. The Consulting Engineer shall complete the Construction Inspection Phase within the time period set forth in Exhibit C, Project Timeline.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

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

otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.
 2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
 3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
 4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
 5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
 6. Time of Submission; Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer

shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:

- a. Name and address of party insured.
- b. Name(s) of insurance company or companies.
- c. Name and address of authorized agent executing such certificate.
- d. Description of type of insurance and coverage afforded thereunder.
- e. Insurance policy numbers.
- f. Limits of liability of such policies and date of expiration of policies.
- g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.

7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:

a. Workers' Compensation:

Coverage A: Statutory Limits

Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.

b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.

d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.

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

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

E. TERMINATION

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be affected unless the other party is given not less than fifteen (15) calendar days prior written notice (delivered by certified

mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination.

2. This Agreement may be terminated in whole or in part in writing by the City for its convenience; provided that the Consulting Engineer is given not less than fifteen (15) calendar days prior written notice delivered by certified mail, return receipt requested of intent to terminate, and an opportunity for consultation with the City prior to termination.
 3. Upon receipt of a notice of intent to terminate from the City pursuant to this Agreement, the Consulting Engineer shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) make available to the City at any reasonable time at a location specified by the City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consulting Engineer in performing this Agreement, whether completed or in process.
 4. Upon termination pursuant to this Agreement, the City's Representative may take over the work and complete the same by agreement with another party or otherwise.
- F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.
- G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.
- H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.
- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.

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

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

- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.008009 for services rendered by principals and employees assigned to the Project.

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

- B. SUBCONSULTANT. The City shall pay the Consulting Engineer for services and reimbursable expenses of subconsultants engaged by the Consulting Engineer with the approval of the City's Representative, the amount billed by the Subconsultant to the Consulting Engineer times an approved multiplier of 1.10 .
- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

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

E. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2019

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

Consulting Engineer Firm

By: Christina Crites

SCOPE OF WORK

EXHIBIT A-1

SCOPE OF PROFESSIONAL ENGINEERING SERVICES

The **City** retained Chastain & Associates, LLC, a professional engineering firm, to prepare the plan drawings and project manual that comprises the McKinley Avenue Sewer Rehabilitation project, dated April 2019. City's intent is to publicly advertise this project for bids and award a contract to a Contractor.

The **City** has requested the **Consulting Engineer** provide bidding, construction observation and administration services for the McKinley Avenue Sewer Rehabilitation Project as the **City's** representative with duties, responsibilities and limitations of authority as assigned in this **Agreement**. **Consulting Engineer** will provide personnel to act as *on-site representatives*. **Consulting Engineer's** progress will parallel the Contractor's progress.

It is understood **Consulting Engineer** is providing bidding, construction observation and administration services to the **City** for a project that was designed by Chastain & Associates, LLC and as such will be basing opinions and decisions, as well as interpretations, on the documents prepared by Chastain & Associates, LLC.

In the contract documents (i.e., plan drawings, bidding, contracting and specification documents), where the term **Engineer** is referenced and actions are required by the **Engineer**, the **Consulting Engineer shall** assume the responsibility for those actions and not Chastain & Associates, LLC.

City intends to obtain a loan from the Illinois Environmental Protection Agency (IEPA) State Revolving Fund (SRF). **Consulting Engineer** agrees to assist City with administering requirements of the SRF program.

Consulting Engineer agrees to provide the services described in Section II, Paragraphs A and B of this **Agreement** as well as the following services for this project. Services included below either clarify or are in addition to the services described in **Section II**, Paragraphs A and B of this **Agreement**.

1. Additional and clarified **BIDDING PHASE** services include:
 - a. Assist with bidding; respond to questions. Bidding documents to be distributed by **City** and not **Consulting Engineer**.
 - b. Prepare pre-bid meeting agenda with special attention to the SRF loan requirements.
 - c. Attend pre-bid meeting and prepare meeting minutes.
 - d. Prepare low bid submission (bid bond, bid tabulation, recommendation of award, bid proposals) to IEPA for review by completing Bidding Review Certification and Checklist for Construction Contracts form.
 - e. Prepare Engineering Eligibility Checklist and Form 5700-49 Certification Regarding Debarment, Suspension and other Responsibility Matters to make Construction phase engineering services loan eligible.
 - f. Prepare and submit executed copies of Notice of Intent to Award, Notice of Award, Agreement, Notice to Proceed, DBE requirements.
 - g. Submit SRF Line Item Submittal excel spreadsheet.
 - h. Respond to IEPA questions.
2. Additional and clarified **CONSTRUCTION INSPECTION PHASE** services include:
 - a. Preconstruction meeting services include:
 - i. Preparing an agenda, scheduling, administering and documenting the preconstruction meeting between the Client and Contractor.
 - ii. Reviewing Contractor schedule and proposed subcontractors.
 - b. Shop Drawing, material certifications and plan review services include:
 - i. Logging in shop drawings, material certifications and plans, reviewing, commenting and processing shop drawings and material certifications.
 - ii. Contractor shop drawings, material certifications and plans are expected to include:
 1. Temporary bypass pumping and spill response plans
 2. Sewer, manhole and structure cleaning methods and procedures
 3. Work plan for accessing manholes and structures
 4. CIPP design calculations, resin type, customer notification, pre-installation inspections, inversion and curing work plan, CIPP material properties, third party testing laboratory
 5. Fiber reinforced shotcrete literature, installation procedures and work plan for shotcrete lining process, third party testing laboratory
 6. CIPP liner end seals literature and installation process
 7. Chemical grouting materials to stop active leakage
 8. Manhole frame and lid literature and AIS review
 9. Excavation plans for access
 10. Associated traffic control plans
 11. PACP crew certification
 - c. On-site construction observation services include:
 - i. Providing full-time staff member(s) to act as the **City's Representative** and provide observation on behalf of the **City** for the duration of the field time, which is estimated by the **Consulting Engineer** to be eleven (11) months assuming no significant weather delays and one work crew to reach substantial

completion. If Contractor proposes two work crews to reduce construction time, **Consulting Engineer** will provide two on-site representatives. **Consulting Engineer** shall not be responsible for delays caused by Contractor. Construction phase engineering services performed by the **Consulting Engineer** beyond the contract completion time due to Contractor delays shall be considered extra work and Section I.E of this agreement should be followed.

- ii. On-site construction observation may include assisting Contractor with locating manhole structures in the field.
- iii. Maintain a daily record of Contractor's work for those days in which the **Consulting Engineer** is on site that includes notes on the contractor forces, subcontractors, equipment, field conditions, nature of work, progress of work and any potential extra work.
- iv. When cure time of the liner spans multiple days and exceeds normal work hours (for example, between the hours of 5:00 PM and 7:00 AM), **Consulting Engineer** will monitor contractor progress at select times:
 - 1. At the start of the curing process
 - 2. Midway through the night
- v. When **Consulting Engineer** is to be on-site outside normal working hours, **Consulting Engineer** may incur lodging expenses (11 nights assumed).
- d. Off-site technical assistance services include:
 - i. Providing technical assistance to the **City**, on-site representatives and Contractor throughout the duration of construction to provide clarification and interpretation of the Contract Documents from the **Consulting Engineer's** office.
 - ii. Responding to Contractor requests for information.
- e. Progress meetings services include:
 - i. Scheduling, attending, coordinating and documenting twenty-two (22) bi-monthly progress meetings with the **City** and Contractor.
- f. Construction administration services include:
 - i. Reviewing and recommending twelve (12) Contractor pay requests to **City** for processing
 - ii. Review lien waivers
 - iii. Reviewing certified payroll information provided by **City** to verify conformance with Davis-Bacon wages to perform a general check that all necessary payroll forms are submitted for all contractors on-site.
 - iv. Prepare SRF reimbursement forms and submit to IEPA.
 - v. Perform Davis-Bacon Act Compliance Verification (4 times)
 - vi. Responding to change order requests from Contractor.
 - vii. Ensure Contractor insurance certificate is current.
- g. Material test results services include:
 - i. Logging, reviewing and processing material test results from the Contractor's work.
- h. Substantial Completion services include:
 - i. Scheduling, performing and documenting substantial completion inspection of Contractor's work.
 - ii. Preparing a recommendation of substantial completion.
- i. Project close-out services include:
 - i. Reviewing and processing final lien waivers,
 - ii. Requesting, reviewing and processing Contractor record information and preparing record drawings for completed project
 - iii. Submit record drawings to IEPA.

- j. SRF Loan Documentation services include:
 - i. Assisting Client, when requested, with supporting or preparing documents required by the SRF Loan.

EXHIBIT A-2

STATE REVOLVING FUND LOAN RELATED CONTRACT PROVISIONS

1. *Small and Minority Firms and Women's Business Enterprises:* The **ENGINEER** agrees to take affirmative steps to assure that small and minority firms and women's business enterprises are utilized when possible as sources of supplies, equipment, construction and services. As required by the award conditions of USEPA's Assistance Agreement with the IEPA, the **ENGINEER** acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.
2. *Records and Audits:* The **ENGINEER** shall maintain books, records, documents and other evidence directly pertinent to performance of Agency loan work under this Agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Illinois Environmental Protection Agency (IEPA) or any of its duly authorized representatives shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The **ENGINEER** will provide facilities for such access and inspection. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.
3. *Disclosure of Information:* The **ENGINEER** agrees to the disclosure of all information and reports resulting from access to records pursuant to Item 2 above, to the IEPA. Where the audit concerns the **ENGINEER**, the auditing agency will afford the **ENGINEER** an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
4. *Maintaining Records:* Records under Item 2 above shall be maintained and made available during performance on IEPA loan work under this Agreement and until three years from date of final loan audit for the Project. In addition, those records which relate to any "dispute" appeal under an IEPA loan agreement or litigation, or the settlement of claims arising of such performance, costs or items to which an audit exception has been taken shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
5. *Covenant Against Contingent Fees:* The **ENGINEER** warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without Liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
6. *Disbarment Under Federal Executive Order 12549:* The **ENGINEER** certifies that the services of anyone debarred or suspended under Federal Executive Order 12549 has not or will not be used for design.
7. *Nondiscrimination Clause:* *The **ENGINEER** shall not discriminate on the basis of race, color, national origin or sex in the performance of this **AGREEMENT**. The **ENGINEER** shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the **ENGINEER** to carry out these requirements is a material breach of this contract which may result in the termination of this **AGREEMENT** or other legally available remedies.*
8. *Construction Contract Completion Date:* *This **AGREEMENT** will end ninety (90) days from the construction completion date.*

Prep By	05/22/19
DATE	
Approved by	05/22/19
DATE	

CRAWFORD, MURPHY & TILLY, INC.
 2019 PROFESSIONAL SERVICES COST ESTIMATE
 CLIENT CITY OF DECATUR
 PROJECT NAME McKINLEY AVENUE SEWER REHABILITATION - CONSTRUCTION OBSERVATION SERVICES
 CMT JOB NO. _____

TASK NO.	TASKS 1 CLASSIFICATIONS	MAN HOURS & LABOR SUMMARY									
		Project Engineer I	Project Engineer II	Sr. Structural Eng I	Sr. Technician II	GIS Specialist	Land Surveyor	Sr. Engineer I	Engineer I	Technician II	Technician I
	AVERAGE DIRECT LABOR RATES	\$77.88	\$92.55	\$49.19	\$47.86	\$47.31	\$34.49	\$41.58	\$37.26	\$30.05	\$29.86
	AVERAGE DIRECT LABOR RATES WITH O&P	\$238.26	\$192.66	\$151.51	\$147.41	\$145.72	\$106.23	\$128.07	\$114.76	\$92.56	\$91.97
	TOTAL										\$23.96
1	BIDDING PHASE										
a	Assist with bidding, respond to questions			16							4
b	Prepare pre-bid meeting agenda			8							8
c	Attend pre-bid meeting, prepare meeting minutes			8							8
d	Prepare low bid submission documents & submit to IEPA		2								4
e	Prepare engineering eligibility & checklist & Form 5700-48		2								4
f	Prepare INOA, NOA, Agreement, NTP & submit to IEPA		8								4
g	Prepare & submit SRF Line Item Submittal spreadsheet to IEPA		4								4
h	Respond to IEPA questions		2	4							4
2	CONSTRUCTION INSPECTION PHASE										
a	Site Construction Meeting			8							8
b	Site Drawings, Material Certifications, Plan Review		24								44
c	On-site Construction Observation		240						120		3038
d	Off-site Technical Assistance		4	88							92
e	Progress Meetings (22 each)		4	48						88	22
f	Construction Administration (12 day requests & payroll review)			18						48	148
g	Material Test Results			18						18	8
h	Material Inspection			18						18	8
i	Project Close-Out		2	16						24	8
j	SRF Loan Documentation										8
	TOTAL MAN HOURS		16	872					120	3,252	254
	SUBTOTAL - BASE LABOR EFFORT		\$3,083	\$97,724					\$13,058	\$288,092	\$18,745
	TOTAL										\$496,102
TASKS (CONTINUED)	TOTAL LABOR EFFORT	DIRECT EXPENSE & REMBURSABLES									
		TRAVEL MILEAGE	MEALS & LODGING	PRINTING	EQUIP- MENT	MISC	SURVEY MTL	SUBS ADMIN	OTHER EXP	TOTAL EXPENSE	TOTAL FEE
1	BIDDING PHASE										
a	Assist with bidding, respond to questions										\$2,719
b	Prepare pre-bid meeting agenda										\$2,719
c	Attend pre-bid meeting, prepare meeting minutes										\$1,948
d	Prepare low bid submission documents & submit to IEPA		\$55							\$55	\$1,893
e	Prepare engineering eligibility & checklist & Form 5700-48										\$901
f	Prepare INOA, NOA, Agreement, NTP & submit to IEPA										\$1,507
g	Prepare & submit SRF Line Item Submittal spreadsheet to IEPA										\$901
h	Respond to IEPA questions										\$1,287
i	Construction Meeting		\$55							\$55	\$2,003
j	Site Drawings, Material Certifications, Plan Review										\$5,403
k	On-site Construction Observation		\$12,732	\$1,716	\$200					\$20,708	\$568,210
l	Off-site Technical Assistance										\$14,104
m	Progress Meetings (22 each)										\$1,210
n	Construction Administration (12 day requests & payroll review)										\$24,260
o	Material Test Results										\$10,000
p	Material Inspection										\$10,000
q	Submittal Completion		\$110							\$110	\$3,984
r	Project Close-Out		\$55							\$55	\$5,277
s	SRF Loan Documentation										\$3,400
	TOTALS	\$428,102	\$20,377	\$1,716	\$200					\$22,193	\$446,895
	TIME PERCENTAGE OF PROJECT	30%	70%	2022	100%					5%	\$446,895
	PERCENTAGE OF WORK TO BE PERFORMED BY YEAR									15%	\$66,934
	WEIGHTING FACTOR FOR 5% ANNUAL ADJUSTMENT	0.3000	0.7000							0.0075	1.0475
	ESTIMATED CONTINGENCY									6%	\$23,350
	ROUNDING										
	TOTAL FEE										\$490,383



CITY OF DECATUR ILLINOIS

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

Notice to Proceed

TO:	
City Project Name:	
City Project Number:	
City Project Phase:	

You are hereby notified that the work for the above listed City Project and Phase may commence on _____.

The City Representative for this Phase of work is _____.

After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

CITY OF DECATUR, IL BY: _____ (City Engineer) Dated this ____ day of _____, 20____.
--

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged. BY: _____ (Signature) (Title) Dated this ____ day of _____, 20____.

EXHIBIT C

PROJECT TIMELINE

[illegible]



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

Change Order

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

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

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

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

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

State fully the nature and reason for the change order _____

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

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

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

Recommended _____
 Public Works Director

_____ Date

Approved _____
 Mayor

 Date

Attested _____
 City Clerk

 Date



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
05/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049 CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 E-MAIL: LBomarito@holmesmurphy.com ADDRESS:	FAX (A/C, No): 866-501-3945 INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Crawford, Murphy & Tilly, Inc. CMT North America, Inc. 2750 West Washington Springfield, IL 62702	INSURER A: EMPLOYERS MUT CAS CO INSURER B: XL SPECIALTY INS CO INSURER C: COLONY INS CO INSURER D: INSURER E: INSURER F:	21415 37885 39993

COVERAGES

CERTIFICATE NUMBER: 56130523

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		5D5748020	01/01/19	01/01/20	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Valuable Papers \$ 1,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY		5B5748020	01/01/19	01/01/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10,000		5J5748020	01/01/19	01/01/20	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	5H5748020	01/01/19	01/01/20	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability		DPR9936202	01/01/19	01/01/20	\$5,000,000 Ea Claim 7,000,000 Aggr
C	Pollution Liability		CSP4223613	01/01/19	01/01/20	\$5,000,000 Ea Claim 10,000,000 Aggr

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

City of Decatur is additional insured on the General and Auto Liability policies on a primary and non-contributory basis as required by written contract. A 30 day notice of cancellation has been endorsed in favor of the certificate holder.

CERTIFICATE HOLDER CITY OF DECATUR #1 GARY K ANDERSON PLAZA DECATUR, IL 62523 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

 ACORD 25 (2016/03)
 lbomarito11
 56130523

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY OR ALL PERSONS OR ORGANIZATIONS SUBJECT TO A WRITTEN CONTRACT
REQUIRING SUCH A WAIVER AGREEMENT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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COMMERCIAL LIABILITY UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following

COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

The **Transfer of Rights Of Recovery Against Others To Us** Condition under **Section IV – Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with the person or organization and included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION CONTRACT OR
AGREEMENT – PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- D. The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- E. All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section **IV – Conditions**:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph C. **Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSURED

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any person or organization who is a party to a written agreement or contract with you in which you agree to provide the type of insurance afforded under this Business Auto Coverage Form.

This provision applies to claims for "bodily injury" or "property damage" which occur after the execution of any written agreement or contract.

C. EMPLOYEES AS INSURED

The following is added to the **Section II – Liability Coverage, Paragraph A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- a. Any covered "auto" you lease, hire, rent or borrow; and
- b. Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this policy in which you maintain ownership or majority interest. However:

- (1) Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the policy period, whichever is earlier.
- (2) Any organization you acquire or form will not be considered an "insured" if:
 - (a) The organization is a partnership or a joint venture; or
 - (b) That organization is covered under other similar insurance.
- (3) Coverage under this provision does not apply to any claim for "bodily injury" or "property damage" resulting from an "accident" that occurred before you formed or acquired the organization.

F. SUBSIDIARIES AS INSURED

Section II – Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability policy or was an "insured" under such a policy but for termination of that policy or the exhaustion of the policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments (2) and (4) are replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. Exclusions in **Section II Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING

Section III – Physical Damage Coverage, A.2. Towing is replaced with the following:

We will pay for towing and labor costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" of the private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- (1) We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- (2) If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like kind and quality as the stolen covered "auto".

L. AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

Audio, Visual, And Data Electronic Equipment Coverage Added Limits of \$5,000 Per "Loss" are in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

- (1) The most we will pay for loss to any hired "auto" is the lesser of Actual Cash Value or Cost of Repair, minus the deductible.
- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.
- (3) Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for loss of use of a hired auto to a leasing or rental concern for a monetary loss sustained, provided it results from an "accident" for which you are legally liable.

N. AUTO LOAN OR LEASE COVERAGE

Section III – Physical Damage Coverage
Paragraph **A.4. Coverage Extensions** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" which is covered under this policy for Comprehensive, Specified Cause of Loss, or Collision coverage, we will pay any unpaid amount due, including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the **Physical Damage Coverage Section** of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to personal property of others in or on your covered "auto."

This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your personal effects not otherwise covered in the policy or, if you are an individual, the personal effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension personal effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal effects does not include tools, jewelry, guns, money and securities, or musical instruments

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this policy.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days.
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage – Transportation Expense Coverage Extension included in this endorsement.
7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this policy.

S. AIRBAG COVERAGE**Section III – Physical Damage Coverage, B.3.a.**

Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

T. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance of Section III – Physical Damage Coverage**

In the event of a total "loss" to your new covered auto of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay at your option:

- The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loan or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

U. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive, Specified Causes of Loss or Collision Coverage "loss" from one "accident" involves two or more covered "autos", only the highest deductible applicable to those coverages will be applied to the "accident".

If the application of the highest deductible is less favorable or more restrictive to the insured than the separate deductibles as applied in the standard form, the standard deductibles will apply.

This provision only applies if you carry Comprehensive, Collision or Specified Causes of Loss Coverage for those vehicles, and does not extend coverage to any covered "autos" for which you do not carry such coverage.

V. WAIVER OF DEDUCTIBLE – GLASS REPAIR OR REPLACEMENT

Section III – Physical Damage Coverage, D. Deductible is amended by adding the following:

If a Comprehensive Coverage deductible is shown in the Declarations it does not apply to the cost of repairing or replacing damaged glass.

W. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

X. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph **A. Loss Conditions of Section IV Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

However, we waive any right of recovery we may have against any person, or organization with whom you have a written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

Y. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Z. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AA. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED – PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured provision of the coverage form. This endorsement does not alter coverage provided in the coverage form.

SCHEDULE*

Name of Person(s) or Organization(s)
ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY A WRITTEN CONTRACT AND A CERTIFICATE HAS BEEN ISSUED
Information required to complete this schedule, if not shown above, will be shown in the Declarations.

Each person or organization indicated above is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **Section II** of the coverage form.

The insurance provided to the person(s) or organization(s) shown in the Schedule is Primary Insurance and we will not seek contribution from any other insurance available to that "insured".

POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 03 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CRAWFORD MURPHY & TILLY, INC.**Endorsement Effective Date:** SEE ABOVE**SCHEDULE****Name(s) Of Person(s) Or Organization(s):**ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN CONTRACT
AND A CERTIFICATE HAS BEEN ISSUED

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

COMMERCIAL INTERLINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION PROVIDED
BY US – DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

- X COMMERCIAL GENERAL LIABILITY COVERAGE PART
- X BUSINESS AUTO COVERAGE PART
- X BUSINESSOWNERS COVERAGE PART
- X COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
- X WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
- X LINEBACKER PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM
- X GARAGE COVERAGE FORM
- X MOTOR CARRIER COVERAGE FORM

SCHEDULE*

1. Name:	ANY AND ALL PERSONS OR ORGANIZATIONS WHEN REQUIRED BY WRITTEN
2. Address:	CONTRACT AND A CERTIFICATE HAS BEEN ISSUED.
3. Number of days advance notice:	30
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.	

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance or as amended by a state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the Schedule above.

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

Exhibit G

CONSULTING ENGINEER'S DISCLOSURE AFFIDAVIT

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

STATE OF Illinois)
) ss.
 COUNTY OF Sangamon)

SECTION I. BUSINESS STATUS STATEMENT

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

A. Crawford, Murphy & Tilly, Inc. (Hereinafter "Consulting Engineer") is a:
 Company Name

(Place mark in front of appropriate type of business)

 X Corporation (if a Corporation, complete B)

 Partnership (if a Partnership, complete C)

 Limited Liability Corporation (if an LLC, complete C)

 Individual Proprietorship (if an Individual, complete D)

Consulting Engineer's Federal Tax Identification Number is 370844662.

B. CORPORATION

The State of Incorporation is: Delaware

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):	
<u>Brian Welker</u> Name	<u>2750 West Washington Street</u> Company Address, Principal Office	
<u>2750 West Washington Street</u> Address	<u>Springfield, IL 62702</u> City, State, Zip	
<u>Springfield, IL 62702</u> City, State, Zip	<u>217-787-8050</u> Telephone	<u>217-787-4183</u> Facsimile
<u>217-787-8050</u> Telephone	<u>www.cmtengr.com</u> Website	

The corporate officers are as follows:

President: William L. Bailey, PE

Vice President: Raed Armouti, PE

Secretary: Roger Austin, AICP

C. PARTNERSHIP OR LLC

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

_____	_____
Name	Home Address & Telephone
_____	_____
Name	Home Address & Telephone
_____	_____
Name	Home Address & Telephone

The business address is _____

Telephone: _____ Fax: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____ Fax: _____

My home address is _____

Telephone: _____ Fax: _____

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

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

Check One:

_____ Others Interested in Contract X None

- B. No department director or any employee or any officer of the City of Decatur has any financial interest, directly or indirectly, in the award of this contract except as listed on a separate attached sheet to this affidavit.
- C. That the Consulting Engineer is not barred from bidding on any contract as a result of violation of 720 ILCS 5/33E-3 and 5/33E-4 (Bid Rigging or Bid Rotating).

SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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

SECTION IV. FAMILIARITY WITH LAWS STATEMENT

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

CONSULTING ENGINEER

Christina Crites
Signature

Christina Crites, PE
Printed Name

Waste Water Group Manager
Title

SUBSCRIBED and SWORN to before me this 28th day of May, 2019.

Michelle Weller

Notary Public



Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER		
As of the date of this contract.		
Project Name: McKinely Avenue Sewer Rehabilitation		
Consulting Engineer: Crawford, Murphy & Tilly, Inc.		
Classification	Minimum	Maximum
Principal	\$67.00	\$89.25
Project Engineer II	\$48.52	\$77.19
Project Engineer I	\$40.00	\$64.21
Sr. Structural Engineer II	\$46.56	\$49.90
Sr. Technician II	\$45.58	\$48.29
GIS Specialist	\$31.15	\$37.56
Land Surveyor	\$30.00	\$48.23
Sr. Engineer I	\$31.38	\$57.00
Sr. Technician I	\$30.00	\$42.00
Engineer I	\$25.79	\$41.60
Technician II	\$25.00	\$33.23
Technician I	\$20.65	\$30.00

Exhibit I - CITY OF DECATUR INVOICE DATA SHEET

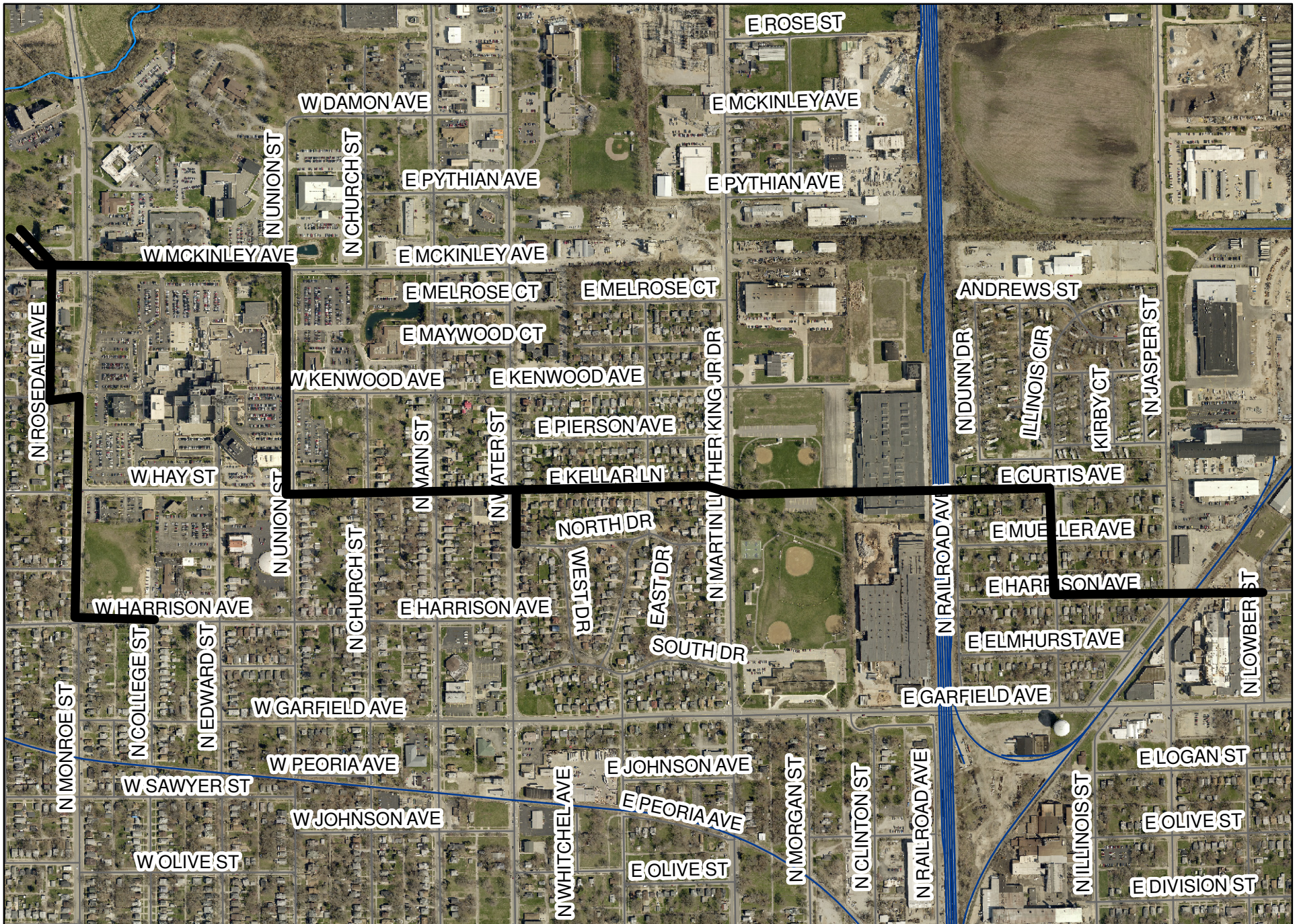
Project:			
(Consulting Engineer Name & Address)		City Project No.:	
		Invoice Date:	
		Invoice Number:	
		Invoice Period From:	
		To:	
Agreement/C.O.	Date Approved	Council Bill	Upper Limit
Original Contract			\$

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

Consulting Engineer's
Signature: _____

Title: _____

McKINLEY SEWER



Information Technology

DATE: 6/3/2019

MEMO: 2019-02

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Granicus Novus Agenda License Renewal

SUMMARY RECOMMENDATION: Staff recommends that City Council approve the attached resolution, authorizing the City Manager to execute a three-year agreement with Granicus for Novus Agenda Management System and video services.

BACKGROUND:

The City has utilized the Novus Agenda Management System and associated video services for the past 4 years. This solution is used to organize and manage the City Council meeting agenda and prepare council videos for distribution to the public. Its ease of use and competitive pricing makes this solution a great fit for the City of Decatur. The solution is delivered as software as a service making it much easier for Council Members to interact with the system using common devices like iPads and requires no local city infrastructure to manage the City Council Agenda. Current agreement expires on June 23, 2019.

The Granicus quote received for this license renewal is attached. Entering into a multi-year agreement with Granicus represents a 4% or \$2,610 savings over purchasing annually. Staff recommends acceptance of the three-year licensing proposal from Granicus totaling \$58,431.59.

PRIOR COUNCIL ACTION: None - Annual cost was paid annually and was below the \$20,000 threshold.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director, 450-2236

BUDGET/TIME IMPLICATIONS:

The agreed upon cost of \$58,431.59 will be paid in three annual installments as follows:

June 2019 – Year one – \$18,535.00

June 2020 – Year two – \$19,461.75

June 2021 – Year three – \$20,434.84

Year one cost totaling \$18,535.00 will be paid from the approved FY2019 IT Department operating budget.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Renewal Quote	Backup Material

RESOLUTION NO. R_____

**RESOLUTION APPROVING EXPENDITURE OF CITY FUNDS TO RENEW
GRANICUS NOVUS AGENDA AND VIDEO SERVICES**

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

Section 1. That the Price Quote presented to the City Council herewith from Granicus for the renewal of Novus Agenda and Video Services for the period ending June 23, 2022, be, and the same is hereby, received, placed on file, and approved.

Section 2. That the City Manager or his designee be, and he is hereby, authorized and directed to execute Purchase Orders to Granicus in a total amount not to exceed \$58,431.59.

PRESENTED and ADOPTED this 3rd day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Granicus Proposal for Decatur, IL

Granicus Contact

Name: Cale Brakke

Phone: (720) 892-0352

Email: cale.brakke@granicus.com

Proposal Details

Quote Number: Q-62765

Prepared On: 5/23/2019

Valid Through: 6/23/2019

Pricing

Payment Terms: Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)

Currency: USD

Period of Performance: 6/24/2019 - 6/23/2020

Contract End Date: 6/23/2022

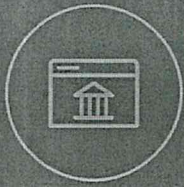
Annual Fees for Renewing Subscriptions

Solution	Billing Frequency	Quantity/Unit	Annual Fee
NovusAGENDA	Annual	1 Each	\$9,540.00
Video Novus (Passthrough)	Annual	1 Each	\$6,000.00
NovusVideo (3rd Party)	Annual	1 Each	\$2,995.00
SUBTOTAL:			\$18,535.00

Remaining Period(s)		
Solution(s)	6/24/2020 - 6/23/2021	6/24/2021 - 6/23/2022
NovusAGENDA	\$10,017.00	\$10,517.85
Video Novus (Passthrough)	\$6,300.00	\$6,615.00
NovusVideo (3rd Party)	\$3,144.75	\$3,301.99
SUBTOTAL:	\$19,461.75	\$20,434.84

Product Descriptions

Name	Description
NovusAGENDA	NovusAGENDA Software License



NovusAGENDA

End to end meeting management - simplified

With NovusAGENDA, staff can spend less time and effort compiling and distributing meeting information, including agenda packets, minutes and meeting actions.

Easily draft agendas and attach associated documents through NovusAGENDA's intuitive web portal. Meeting materials can be accessed on any device, from viewing and editing agenda items as they pass through the review and approval processes, to annotating finalized agenda packets, reducing paper shuffling and bottlenecks from an otherwise time-consuming process.

During meetings, motions with firsts, seconds and votes are easily captured and recorded with the click of a mouse, and detailed discussion notes on

all motions or agenda items are simple to document so that comprehensive minutes are published quicker with far less effort.

Add high quality video streaming to reach an even broader audience. Videos are automatically timestamped as staff members click through meeting items to capture minutes and track voting results so that meeting recordings are indexed by topic and therefore easily navigated.

NovusAGENDA automates publishing agenda packets, meeting information and videos on an organization's existing website to create and maintain a complete and accessible public record with full keyword searching to quickly access the content they care about.



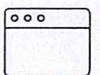
Paperless agenda review and collaboration



Configurable agenda templates



Customizable approval workflows



Access via web browser



Simplified minutes creation & vote tracking



Publish agenda packets to HTML or PDF

Economic & Community Development

DATE: 6/3/2019

MEMO: No. 19-34

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Raymond Lai, Director of Economic and Community Development
Tim Dudley, Development & Revitalization Specialist

SUBJECT: Resolution Authorizing 3rd Amendment to the Agreement with MDA Properties, LLC to redevelop the 100 Block of West Main St., the 100 Block of West Wood St., the 100 Block of South Church St. and the 200 Block of South Church St.

SUMMARY RECOMMENDATION:

Staff recommends approval of the attached resolution authorizing a 3rd amendment to the agreement dated April 17, 2017 with MDA Properties, LLC to extend the deadline for the redevelopment of properties in the Downtown Central Business District until May 31, 2020.

BACKGROUND:

MDA Properties, LLC has made significant progress in revitalizing and redeveloping the block bounded by Main Street, Church St. and Wood St. and adjacent areas since entering into an agreement with the City to do so in April 2017. The agreement as amended subsequently for extension of time called for MDA to build a minimum of five residential units (to date, 7 are completed with an 8th under construction), to complete environmental testing, remediation and demolition of the east center section of the premises at 142 W. Wood St., to repair a retaining wall on public property, to complete sidewalk repairs and add parking along South Church Street and repave an alley in the area by May 31, 2019. To date, MDA has completed a majority of the projects required in the agreement and only needs to complete environmental remediation, construction of a retaining wall, and the paving of the alley to satisfy the agreement.

MDA is working with the IEPA and expects that remediation will occur yet this year, however, the timing of the work could delay construction of the retaining wall and the alley repaving until next year's construction season. The company may not be able to get asphalt for the alley until the beginning of the 2020 season because it is already well into this year's construction season. MDA is requesting an extension of the completion date from May 31,

2019 to May 31, 2020 to accommodate the additional work.

As per terms of the original agreement, MDA agreed to complete work valued at more than \$2 million to redevelop properties in the blocks listed above and to expend an additional estimated \$302,000 for public infrastructure improvements. The work is being done without additional incentive and in exchange for the release of a lien on property located at 101 S. Main St. placed with a previous property owner. On April 7, 1998, the city entered into an agreement with the now-defunct Real Estate Investors of Decatur, the previous owner of the property located at 101 S. Main St., to provide Section 108 funding not to exceed \$1.4 million to redevelop the site. The Section 108 program is designed to spur private economic activity among other goals and as part of the agreement the city placed a lien on the property to ensure development. MDA Properties - the current owners - have since carried out development on site since the company took ownership in 2003, making substantial investment and increasing the value of the property.

Outside of this agreement MDA has also added additional private investment; R Bar and Grill opened in December 2017, the new Debbie's Dance Studio was added and to what was an underutilized, partially vacant space.

PRIOR COUNCIL ACTION: Council approved the original agreement in April 2017, first amended on December 4, 2017, and second amended on July 16, 2018, to allow additional time for environmental remediation and construction required.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Scot Wrighton, City Manager at wrighton@decaturil.gov or 217-424-2801, Raymond Lai, Director of Economic and Community Development at rlai@decaturil.gov or 217-424-2727, Tim Dudley, Development and Revitalization Specialist at tdudley@decaturil.gov or 217-450-2337

BUDGET/TIME IMPLICATIONS:

Further investment estimated to increase taxable value of downtown properties and will provide additional downtown commercial and residential development.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Supporting Documentation	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THIRD AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF DECATUR AND MDA PROPERTIES LLC**

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

Section 1. That the Agreement between the City of Decatur and MDA Properties, LLC, regarding the redevelopment of property located in the 100 Block of West Main St., the 100 Block of West Wood St., the 100 Block of South Church St., and the 200 Block of South Church St., be and it is hereby, amended.

Section 2. That the Mayor and City Clerk, be, and they are hereby, authorized and directed to sign, seal and attest said Amendment to the Agreement as presented on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 3rd day of June, 2019

JULIE MOORE WOLFE, MAYOR

ATTEST:

Kim Althoff, City Clerk

THIRD AMENDMENT

THIS AMENDMENT ("Amendment") is entered into this _____ day of _____, 2019 between the CITY OF DECATUR, an Illinois municipal corporation (hereinafter referred to as the "City") and MDA PROPERTIES, LLC, an Illinois Limited Liability Corporation, (herein referred to as the "Developer").

WHEREAS, the City and Developer entered into an agreement dated April 17, 2017 which was amended on December 4, 2017, and amended on July 16, 2018 regarding property in Decatur, Illinois as more particularly described in the Agreement attached and hereto and marked Exhibit A; and

WHEREAS, The Developer completed the majority of the projects as are required by April 30, 2019 as is stipulated in the amended agreement and only needs to complete environmental remediation and the paving of an alley to satisfy the agreement; and

WHEREAS, the Developer expects to complete remediation in 2019 but the timing will delay necessary construction of a retaining wall and potentially delay alley construction until after the close of the 2019 construction season; and

WHEREAS, the developer has clearly shown a good faith effort in completing this project and in order to facilitate the additional development outside of what is required by this agreement, the City and the Developer desire to amend certain terms and conditions in the agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained in the agreement, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. The period to satisfy or waive the conditions described in Paragraphs 1 and 5 of the agreement is extended so that they shall now expire on May 31, 2020.
2. As modified above, all of the remainder of the Agreement dated April 17, 2017, is ratified and confirmed and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF DECATUR, ILLINOIS,
an Illinois municipal corporation

By: _____
Julie Moore Wolfe, Mayor - City of Decatur

ATTEST:

Kim Althoff, City Clerk

MAIN PLACE PROPERTIES
an Illinois Limited Liability Company

By: _____
Timothy M. Raycraft, Manager

ATTEST:

Property Manager

AGREEMENT

THIS DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DECATUR, ILLINOIS, a home rule Municipal Corporation, (hereinafter referred to as the "City") and **MDA PROPERTIES, LLC**, an Illinois Limited Liability Corporation, (herein referred to as the "Developer") is entered into as of the 17th day of April, 2017.

RECITALS

WHEREAS, the City is a home rule unit of government, pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, with all of the powers and functions pertaining to its government and affairs as set out therein and as such has the authority to promote health, safety and welfare, including to promote the development of its Central Business District, promote employment of its citizens, prevent the spread of blight and deterioration and inadequate facilities by promoting the development of and private investment in industry, business and housing and enhancing the marketability of premises and is authorized and empowered to enter into economic incentive agreements pertaining to its government and affairs, including the economic development of the City and the expansion of its tax base thereby reducing unemployment; and

WHEREAS, the Developer currently owns certain property located in the Central Business District of the City located at 101 S. Main St. more fully described on Exhibit A attached hereto and by reference made a part hereof ("Premises"); and

WHEREAS, prior to the Developer assuming ownership of the Premises in 2003, the City entered into an agreement dated April 7, 1998 with the previous owner, Real Estate Investors of Decatur, LLC, to provide Section 108 Loan Guarantee funding not to exceed \$1,400,000 through its Community Development Block Grant program for rehabilitation of the Premises. The Section 108 Loan Guarantee program is designed to spur private economic activity, providing states and communities with a source of financing for economic development, housing rehabilitation, public facilities and large scale physical development projects; and

WHEREAS, the aforementioned loan was secured by the City through a mortgage instrument dated April 7, 1998 and recorded June 5, 1998 in Book 2803 at Page 657, as Document No. 1486319 Between Central Illinois Bank, as Trustee, under Trust Agreement dated June 27, 1997 known as Trust No. 90-5081 and the City of Decatur, an Illinois Municipal Corporation, with the affiliated mortgage lien remaining attached to the property; AND

WHEREAS, Real Estate Investors of Decatur is now defunct, having made payments totaling \$754,639.54 to the City with a last payment made on 3/1/2006 and the LLC having been involuntarily dissolved as of September 28, 2006; and

WHEREAS, since taking ownership, the Developer has redeveloped the Premises and significantly contributed to the economic development of the City, with the property tax value having increased from \$111,478.84 in 2002, the year prior to the developer taking ownership, to an assessed value of \$781,724.42 in tax year 2015 payable in 2016 according to the office of the Macon County Supervisor of Assessments resulting in an increase in the amount of property taxes paid to the community from \$7,138.26 in 2002 to \$89,091.10 in tax year 2015 payable in 2016 and reducing unemployment and creating or retaining job opportunities within the City; AND,

EXHIBIT A

WHEREAS, in exchange for a release of the mortgage on the premises, the Developer agrees to expend an additional \$302,000 to fund public infrastructure upgrades and more than \$2 million in the redevelopment, rehabilitation and removal of significant environmental concerns for properties along South Church Street, West Main Street and West Wood St., a project more fully described in Exhibit B attached hereto and made a part hereof ("The Project") and for which the Developer has already expended more than \$560,000 for improvements, effectively extending the downtown boundary west from the 100 block of South Main Street to the 100 Block of South Church Street; AND,

WHEREAS, the Developer agrees to redevelop and to eradicate environmental concerns where necessary on an adjacent identified brownfield site where a Phase II environmental study identified recognized soil and groundwater environmental concerns (REC's) that exceeded recognized standards due in part to the historical use of transformers and industrial cleaning operations that occurred on site. The study, attached as Exhibit C, indicates that identified hazardous chemicals have the potential to negatively impact underlying soil and groundwater through the release of volatile organic compounds (VOC's); AND

WHEREAS, the City is willing to enter into an agreement with the Developer to assure that said development and improvements occur and without this Agreement the Developer would not undertake these improvements and said improvements would not be possible.

NOW THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. No later than December 31, 2017 the Developer shall construct, at its own expense, new public sidewalks and angled parking in the 100 Block of South Church Street between Main and Wood Streets and shall repave the alley in the middle of the block as per plans approved by the City as shown in Exhibit B.III.A attached hereto and incorporated herein. The estimated cost for this work is \$177,000.

2. No later than December 31, 2017 the Developer shall repair the retaining wall located in the public right of way to the west of the property located at 151 W. Wood St. at an estimated cost of \$125,000.

3. No later than December 31, 2017 the Developer shall demolish the east center section of the premises located at 142 W. Wood Street.

4. No later than December 31, 2017, the Developer shall substantially complete re-development of the second floors of the buildings located at 155 W. Main and 150 W. Wood St, to include residential space consisting of a minimum of 5 residential units.

5. No later than December 31, 2017, the Developer shall either complete remediation of identified environmental concerns identified in the Phase II environmental study performed by Fehr

Graham & Associates dated September 30, 2015 hereby attached as Exhibit C, or address said concerns through a City approved Tiered Approach to Corrective Objectives (TACO) Agreement.

6. All work described in this agreement shall meet or exceed applicable State and Local Building Codes and Standards.

7. At such time as the Developer shall have substantially completed the requirements of Sections 1, 2, 3, and 4, the City shall fully release the mortgage lien attached to the premises. Substantial completion of Sections 1, 2, and 3 shall be defined as completion and final approval of and, in the case of Section 1, dedication to the City of Decatur. Final approval shall be at the sole discretion of the City of Decatur's Director of Public Works or his or her designee, and shall not be unreasonably withheld. Substantial completion or substantially complete as related to the requirements of Section 4 shall be defined as: completed construction of the shell and core of a minimum of five residential units on the second stories of the premises at 150 W. Wood St and/or 155 W. Main St.; including finished interiors of common areas; and issuance of certificates of occupancy for the common areas and each of the residential units, except minor and ancillary alterations.

8. If any section, term or provision of this Agreement or the application thereof shall be found or held to be invalid or unenforceable, the remainder of such section, term or provision of the Agreement other than those to which it is held invalid or unenforceable shall not be affected thereby.

9. All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid, addressed as follows (or to such other address as is provided by notice):

DEVELOPER:
Mr. Tim Raycraft
101 S. Main St, Suite 800
Decatur, IL 62523

CITY:
City Manager
#1 Gary K. Anderson Plaza
Decatur, IL 62523

With a copy to:
Corporation Counsel
#1 Gary K. Anderson Plaza
Decatur, IL 62523

10. Neither anything in this Agreement nor any acts of the Municipality and/or Main Place Properties under this Agreement shall be construed by the parties or any third person to create an employment relationship or the relationship of a partnership, agency, or joint venture between them. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, officer, agent, employee or attorney of the Municipality, in his or her individual capacity, and neither the members of the Corporate Authorities nor any other official or employee of the Municipality shall be liable personally under this Agreement or be subject to any

personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement or any failure in that connection.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

12. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto.

13. Each of the above parties represents and warrants that it has the right and legal authority to execute this Agreement. Each of the above said parties further acknowledges and represents to one another that the representatives who execute this Agreement have the authority under the law to execute this Agreement and to bind their respective principals to the obligations under this Agreement and further, that any legal requirements conferring authority upon the representatives who execute this Agreement have been met by each of the respective parties as required by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF DECATUR, ILLINOIS,
an Illinois Municipal Corporation

By: Julie Moore Wolfe
Julie Moore Wolfe, Mayor - City of Decatur

ATTEST:

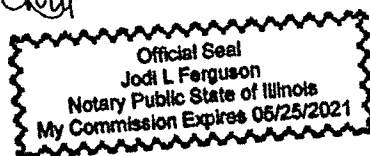
Debra Bright
Debra Bright, City Clerk

MAIN PLACE PROPERTIES
an Illinois Limited Liability Company

By: [Signature]
Its MANAGER

ATTEST:

[Signature]
Its Associate, Brechnitz Group



AMENDMENT

THIS AMENDMENT ("Amendment") is entered into this 4th day of December, 2017 between the CITY OF DECATUR, an Illinois municipal corporation (hereinafter referred to as the "City") and MDA PROPERTIES, LLC, an Illinois Limited Liability Corporation, (herein referred to as the "Developer").

WHEREAS, the City and Developer entered into an Agreement dated April 17, 2017 regarding property in Decatur, Illinois as more particularly described in the agreement; and

WHEREAS, The Developer has already completed a substantial number of projects as required in the agreement and during planning for said work, realized that there are opportunities to add additional residential and commercial development to the project in addition to what is being required; and

WHEREAS, in order to facilitate the additional development, the City and the Developer desire to amend certain terms and conditions in the agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained in the agreement, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. The periods to satisfy or waive the conditions described in Paragraphs 1, 2, 3, 4 and 5 are extended so that they shall now expire on August 31, 2018.
2. All capitalized terms in this Amendment shall have the meaning given to them in the Contract, unless given a different meaning in this Amendment.
3. As modified above, all of the remainder of the Contract is ratified and confirmed and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF DECATUR, ILLINOIS,
an Illinois municipal corporation

By: Julie Moore Wolfe

Julie Moore Wolfe, Mayor - City of Decatur

ATTEST:

Debra Bright

Debra Bright, City Clerk

MAIN PLACE PROPERTIES
an Illinois Limited Liability Company

By: [Signature]

Its MDA

ATTEST:

Madison Davis

Its property manager

AMENDMENT

THIS AMENDMENT ("Amendment") is entered into this _____ day of _____, 2018 between the CITY OF DECATUR, an Illinois municipal corporation (hereinafter referred to as the "City") and MDA PROPERTIES, LLC, an Illinois Limited Liability Corporation, (herein referred to as the "Developer").

WHEREAS, the City and Developer entered into an agreement dated April 17, 2017 and amended December 4, 2017 regarding property in Decatur, Illinois as more particularly described in the agreement; and

WHEREAS, The Developer has either completed or will have completed the majority of the projects as are required in the agreement by August 31, 2018 as is stipulated in the amended agreement and expects to only need to complete environmental remediation and the paving of an alley to satisfy the agreement; and

WHEREAS, the Developer expects to complete remediation in 2018 but the timing will delay necessary construction of a retaining wall and potentially delay alley construction until after the close of the 2018 construction season; and

WHEREAS, the developer has clearly shown a good faith effort in completing this project and in order to facilitate the additional development outside of what is required by this agreement, the City and the Developer desire to amend certain terms and conditions in the agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations of the parties contained in the agreement, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. The periods to satisfy or waive the conditions described in Paragraphs 1, 2, 3, 4 and 5 are extended so that they shall now expire on May 31, 2019.
2. All capitalized terms in this Amendment shall have the meaning given to them in the Contract, unless given a different meaning in this Amendment.
3. As modified above, all of the remainder of the Contract is ratified and confirmed and remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first above written.

CITY OF DECATUR, ILLINOIS,
an Illinois municipal corporation

By: _____

Julie Moore Wolfe, Mayor - City of Decatur

ATTEST:

Debra Bright, City Clerk

MAIN PLACE PROPERTIES
an Illinois Limited Liability Company

By: _____

Its _____

ATTEST:

Its _____

1918037

RESOLUTION NO. R2017-59

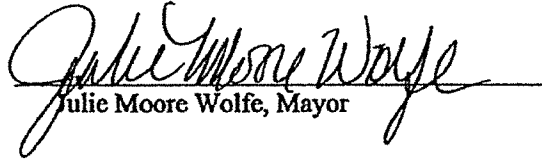
RESOLUTION AUTHORIZING REDEVELOPMENT AGREEMENT
MDA PROPERTIES, LLC

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

Section 1. That the attached Agreement, presented to the Council herewith between the City of Decatur and MDA Properties, LLC for the redevelopment of properties in the 100 Block of West Main St., the 100 Block of West Wood St. and the 100 Block of South Church St. and the 200 Block of South Church St. 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 sign, seal and attest said Redevelopment Agreement on behalf of the City.

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


Julie Moore Wolfe, Mayor

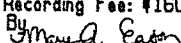
ATTEST:


Debra G. Bright, City Clerk



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder
Book: 455B Page: 485

Receipt #: 83602
Pages Recorded: 114

Recording Fee: \$160.00
Authorized By: 

Date Recorded: 4/28/2017 2:05:37 PM

1927632

RESOLUTION NO. R2017-143

**RESOLUTION AUTHORIZING AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF DECATUR AND MDA PROPERTIES LLC**

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

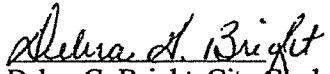
Section 1. That the Agreement between the City of Decatur and MDA Properties, LLC,
dated April 17, 2017 regarding the redevelopment of property more fully described on Exhibit A
of said Agreement, previously approved by Resolution R2017-59 be, and it is hereby, amended.

Section 2. That the Mayor and City Clerk, be, and they are hereby, authorized and
directed to sign, seal and attest said Amendment to the Agreement as presented on behalf of the
City of Decatur, Illinois.

PRESENTED and ADOPTED this 4th day of December, 2017


JULIE MOORE WOLFE, MAYOR

ATTEST:

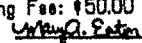

Debra G. Bright, City Clerk

Refers to Book 4558 Page 485 Doc#1918037



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder
Book: 4598 Page: 271

Receipt #: 88365
Pages Recorded: 2

Recording Fee: \$50.00
Authorized By 

Date Recorded: 12/6/2017 1:08:59 PM

1935674



Macon Co., Illinois
S.S. by Mary A. Eaton, Recorder
Book: 4633 Page: 133
Receipt #: 82854 Recording Fee: \$50.00
Pages Recorded: 2 Authorized By Mary A. Eaton

Date Recorded: 7/23/2018 11:26:27 AM

RESOLUTION NO. R2018-94

RESOLUTION AUTHORIZING 2nd AMENDMENT TO AGREEMENT BETWEEN THE
CITY OF DECATUR AND MDA PROPERTIES LLC

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

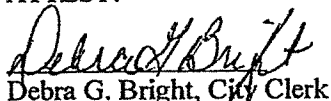
Section 1. That the Agreement between the City of Decatur and MDA Properties, LLC, dated April 17, 2017 regarding the redevelopment of property more fully described on Exhibit A of said Agreement, previously approved by Resolution R2017-59 and first amended by Resolution R2017-143, be and it is hereby, amended.

Section 2. That the Mayor and City Clerk, be, and they are hereby, authorized and directed to sign, seal and attest said Amendment to the Agreement as presented on behalf of the City of Decatur, Illinois.

PRESENTED and ADOPTED this 16th day of July, 2018


JULIE MOORE WOLFE, MAYOR

ATTEST:


Debra G. Bright, City Clerk

Economic & Community Development

DATE: 6/3/2019

MEMO: No. 19-32

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Raymond Lai, Director of Economic and Community Development
John Williams, Mass Transit Administrator

SUBJECT:

Resolution authorizing the execution of a purchase order with Cummins Crosspoint for the rebuilding of two City of Decatur Public Bus Engines in an amount not to exceed \$55,216.00

SUMMARY RECOMMENDATION:

Staff recommends approval of this item.

BACKGROUND:

Both the 2009 and 2010 buses have each been using approximately 4 gallons of oil per day. Because of excessive leaks all over the 2010 bus engine including the gear housing, oil cooler and rear cam, it has been difficult to determine a reading for blowby. The 2009 bus engine had 13 inches of blowby. Due to these issues, the engines are being disassembled to the bare block and will need rebuilding. These repairs have been anticipated and budgeted accordingly. Repair costs will be paid with Federal and State funding. Some of the costs to rebuild bus engines will be recouped when the city sells these buses upon delivery of new buses in 2020; but the city will not recover all of its repair and maintenance investment.

POTENTIAL OBJECTIONS: Staff is not aware of objections.

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: Should the City Council have any questions, they may contact Ray Lai, Director of Economic and Community Development at 424-2727 or rlai@decaturil.gov; or John William, Mass Transit Administrator, at 424-3552 or jwilliams@decaturil.gov

BUDGET/TIME IMPLICATIONS: None

ATTACHMENTS:

Description

Resolution

Supporting Documentation

Type

Resolution Letter

Backup Material

RESOLUTION N0. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE ORDER
WITH CUMMINS CROSSPOINT FOR THE REBUILDING OF TWO CITY OF
DECATUR PUBLIC BUS ENGINES IN AN AMOUNT NOT TO EXCEED \$55,216.00**

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

Section 1. That the estimate from Cummins Crosspoint of Normal, Illinois for rebuilding two engines, including parts and labor, for a 2009 and a 2010 City of Decatur Public Transit System buses, be, and the same is hereby, approved.

Section 2. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order on behalf of the City of Decatur in the amount not to exceed \$55,216.00 to Cummins Crosspoint of Normal, Illinois, for rebuilding of said bus engines.

PRESENTED AND ADOPTED this 3rd day of June, 2019.

JULIE MOORE WOLFE, CITY MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO
ESTIMATE
REMIT TO: NW 7686 PO Box 1450 Minneapolis, MN 55485-7686

BILL TO

CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 1 OF 5

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
28-MAY-2019		08-AUG-2009	ISL CM2150		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		23-MAY-2019	73005722	CPL091500	40LF
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
204186			500736 / 0		9914

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 091748

COMPLAINT

EXCESSIVE OIL LEAKS

CORRECTION

PICK UP UNIT AT DECATUR SHOP. RECORD UNIT, FAULT CODES AND ECM INFORMATION. ESTIMATE FOR TROUBLESHOOTING, STEAMED OFF ENGINE, ADDED OIL DYE. HOOK UP GAUGES, RAN UNIT FOR BLOWBY AND OIL LEAKS. ENGINE HAD 13IN HG BLOWBY, OUT OF SPEC. OIL LEAKS, OIL PAN, FRONT GEAR HOUSING, FLYWHEEL HOUSING, REAR MAIN SEAL, REAR CAM PLUG AND OIL COOLER. VAC DOWN A/C, DRAIN FLUIDS. DISCONNECT COOLANT, INTAKE AND EXHAUST PIPING. REMOVE HOOD, BUMPER AND DRIVELINE. DISCONNECT AND REMOVE ENGINE AND TRANSMISSION. SPLI APART ENGINE AND TRANSMISSION, MOVE TO STEAM PIT AND STEAM OFF BOTH. MOVE TO WORK BAY, TEAR DOWN ENGINE, MEASURE LINER PRTRUSION. TEAR DOWN TO BARE BLOCK, INSPECT ITEMS FOR REUSE, ADVISE IF ANY ADDITIONAL ITEMS NEEDED. REPLACE CAM BUSHINGS, REASSEMBLE ENGINE WITH NEW PISTONS, RINGS, LINERS, ROD AND MAIN BEARINGS AND RECON CYL HEAD AND RECON INJECTORS. INSTALL NEW FRONT GEAR HOUSING, NEW REAR CAM PLUG, FLYWHEEL HOUSING, NEW OIL PUMP, NEW FRONT COVER, NEW OIL COOLER AND NEW OIL PAN. FINISH ENGINE REASSEMBLE WITH NEW GASKETS, SEAL, O/RINGS AS NEEDED. DROP AFTERTREATMENT AND DISASSEMBLE. CLEAN DOC, REASSEMBLE WITH RECON DPF. HOOK UP TRANS TO ENGINE, INSTALL IN VEHICLE WITH NEW CUSTOMER SUPPLIED ENGINE MOUNTS. HOOK UP ENGINE AND TRANSMISSION, INSTALLE AFTERTREATMENT AND HOOK UP. FILL FLUIDS, HOOK UP DRIVELINE, START ENGINE AND RUN. CLEAN INTAKE PIPING, CHANGE OUT AIR FILTER ELEMENT, CUSTOMER SUPPLIED. INSTALL AIR CLEANER, HOOK UP INTAKE PIPING. FINE ENGINE AND VEHICLE HOOK UP, INSTALL HOOD, BUMPER AND ENGINE COVER. STEAM OFF REPAIRS, RUN UNIT ON DYNO FOR BREAK IN. ROAD TEST UNIT, CHECK OVER REPAIRS FOR LEAKS. TOP OFF FLUIDS, DELIVER UNIT BAK TO DECATUR MASS.

CUSTOMER TO SUPPLY ANY OEM PARTS NEEDED, ENGINE MOUNTS, AIR FILTER ELEMENT, MOLDED HOSES, BELTS, ETC.

DIAGNOSTIC CHARGE: 0.00

Completion date : 23-May-2020 06:42PM. Estimate expires : 22-Jun-2019 06:43PM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____ Page 193 of 290



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Cummins Sales and Service
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Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO
ESTIMATE
REMIT TO: NW 7686 PO Box 1450 Minneapolis, MN 55485-7686

BILL TO

CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 2 OF 5

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
28-MAY-2019		08-AUG-2009	ISL CM2150		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		23-MAY-2019	73005722	CPL091500	40LF
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
204186			500736 / 0		9914

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		091748					
2	0	3376891		ADDITIVE,LEAK TEST DYE	CECO	19.05	38.10
6	0	4955530		KIT,ENGINE PISTON	CECO	260.65	1,563.90
6	0	5404408		LINER,CYLINDER	CECO	132.39	794.34
6	0	3950661	ORDERED ITEM	3800328 CECO	CECO	11.74	70.44
6	0	3966244		BEARING,CON ROD (STD)	CECO	14.24	85.44
1	0	3945917		SET,MAIN BEARING (STD)	CECO	187.77	187.77
1	0	5347975RX		HEAD,CYLINDER	DRC	3,518.37	3,518.37
1	0	4942132D		HEAD, CYLINDER	CLEAN	375.00	375.00
-1	0	4942132D		HEAD,CYL ISC/QSC ISL/QSL	DIRTY	375.00	- 375.00
6	0	3924447		SHIM	CECO	24.57	147.42
1	0	4955643		SET,UPPER ENGINE GASKET	CECO	223.75	223.75
1	0	4089889		SET,LOWER ENGINE GASKET	CECO	293.23	293.23
1	0	4980381		PAN,OIL	CECO	351.11	351.11
1	0	3354384		TUBE,LUB OIL SUCTION	CECO	210.56	210.56
1	0	3930408		GASKET,OIL PAN	CECO	117.86	117.86
32	0	3907860		SCREW,HEX FLANGE HEAD CAP	CECO	1.50	48.00
1	0	3901969		PLUG,EXPANSION	CECO	5.55	5.55
1	0	3926048		SEAL,O RING	CECO	4.43	4.43
6	0	5405325		NOZZLE,PISTON COOLING	CECO	16.90	101.40
7	0	5283368		BUSHING	CECO	16.84	117.88
1	0	5449240		PUMP,LUBRICATING OIL	CECO	249.51	249.51

Completion date : 23-May-2020 06:42PM. Estimate expires : 22-Jun-2019 06:43PM.

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NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

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450 W NORTH TOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO

ESTIMATE

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Minneapolis, MN 55485-7686

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CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 3 OF 5

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
28-MAY-2019		08-AUG-2009	ISL CM2150		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		23-MAY-2019	73005722	CPL091500	40LF
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
204186			500736 / 0		9914

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		091748					
		ORDERED ITEM		4983588 CECO			
1	0	5284362	CORE,COOLER	CECO		169.24	169.24
1	0	4376358	KIT,WATER PUMP	CECO		153.23	153.23
1	0	5273379	THERMOSTAT	CECO		39.58	39.58
1	0	5405392	SEAL,OIL	CECO		23.32	23.32
1	0	3925343	KIT,SEAL	CECO		119.09	119.09
1	0	4991695	HOUSING,GEAR	CECO		263.54	263.54
1	0	3958112	COVER,GEAR	CECO		106.07	106.07
1	0	3903475	SEAL,RECTANGULAR RING	CECO		3.65	3.65
12	0	3944593	SCREW,HEX FLANGE HEAD CAP	CECO		3.07	36.84
4	0	3818824	NUT,REGULAR HEXAGON	CECO		2.49	9.96
4	0	5286984	STUD	CECO		6.77	27.08
1	0	3286499	HOSE,PLAIN	CECO		22.79	22.79
1	0	5255737	TUBE,BREATHER	CECO		59.78	59.78
1	0	3967014	DAMPER,VISCOUS VIBRATION	CECO		294.70	294.70
6	0	2872127PX	INJECTOR	DRC		622.87	3,737.22
6	0	4954679D	INJECTOR, XPI GRYPHON	CLEAN		281.25	1,687.50
-6	0	4954679D	INJECTOR, XPI GRYPHON	DIRTY		281.25	- 1,687.50
6	0	2872288	CONNECTOR,INJ FUEL SUPPLY	CECO		40.38	242.28
1	0	3969058	TUBE,OIL GAUGE	CECO		116.71	116.71
4	0	3926704	CLAMP,SPRING HOSE	CECO		20.09	80.36

Completion date : 23-May-2020 06:42PM. Estimate expires : 22-Jun-2019 06:43PM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____ Page 195 of 290



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555 E WOOD ST
DECATUR, IL 62523-1325

OWNER

CITY OF DECATUR
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555 EAST WOOD ST
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 4 OF 5

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
28-MAY-2019		08-AUG-2009	ISL CM2150		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		23-MAY-2019	73005722	CPL091500	40LF
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
204186			500736 / 0		9914

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		091748					
1	0	4935460		BELT,V RIBBED	CECO	42.70	42.70
1	0	3288634		BELT,V RIBBED	CECO	46.94	46.94
1	0	4352923		MODULE,PARTICULATE FILTER	CECO	2,408.76	2,408.76
		ORDERED ITEM		4352923NX DRC			
3	0	2871453		GASKET, AFM DEVICE	CECO	20.17	60.51
1	0	FF5636		PAC, FF (S	FLG	14.84	14.84
1	0	LF9009		PAC, LF	FLG	29.13	29.13
1	0	CV50628-MF		ELEMENT,CV	FLG	90.97	90.97
		ORDERED ITEM		CV50628 FLG			
7	0	VV705290		PREM BLUE 15W-40 BULK	C1- VALVOLINE	9.85	68.95
7	0	030-0010		ANTIFREEZE (GAL JUG)	E4-OTHER	16.19	113.33
1	0	DCA65-L		CHEM. PKG.	FLG	13.69	13.69
2	0	3824421		CLEANER,SOLVENT (JUG)	CECO	27.53	55.06
4	0	3823258		PAD, CLEANING	CECO	1.86	7.44
2	0	3824510		CLEANER, QD CONTACT	CECO	23.37	46.74
1	0	3164067		SEALANT	CECO	15.04	15.04
3	0	ROLOC		3M SCOTCH DISCS	E4-OTHER	1.94	5.82
1	0	CAP		NOW WARRANTY	C1- CERTIFICATE	1,050.00	1,050.00
		CERTIFICATES			S		
1	0	MISC		MISC HOSE&CLAMPS	C1-NSPARTC	180.95	180.95
		HOSE&CLAMPS					
1	0	29546229		GROMETT TRANS DIPSTI TUBE	C1-NSPART1	8.17	8.17
PARTS:							17,893.54

Completion date : 23-May-2020 06:42PM. Estimate expires : 22-Jun-2019 06:43PM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Sales and Service

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Cummins Sales and Service
NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

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OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 5 OF 5

*** CHARGE ***

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REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
204186			500736 / 0		9914

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 091748

PARTS COVERAGE CREDIT:		0.00	CR
TOTAL PARTS:	17,893.54		
SURCHARGE TOTAL:		0.00	
LABOR:		12,022.40	
LABOR COVERAGE CREDIT:		0.00	CR
TOTAL LABOR:	12,022.40		
MISC.:		300.00	
MISC. COVERAGE CREDIT:		0.00	CR
TOTAL MISC.:	300.00		
ELECTRONIC TOOLING FEE		50.00	
HAZ WASTE DISPOSAL		100.00	
SHOP SUPPLIES		150.00	

TAX EXEMPT NUMBERS:

LOCAL 0.00

Completion date : 23-May-2020 06:42PM. Estimate expires : 22-Jun-2019 06:43PM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

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SUB TOTAL: 30,215.94

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 30,215.94

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____ Page 197 of 290



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NORMAL IL BRANCH
450 W NORTHTOWN ROAD
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INVOICE NO

ESTIMATE

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CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN MARK
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 1 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
13-MAY-2019		06-AUG-2010	ISL9 CM2250		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		10-MAY-2019	73100705	CPL312300	G27
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
203873			30919 / 0		9019

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
------------------	--------------	------------------	-------------	-------------	--------------	------------	--------

OSN/MSN/VIN 177320

COMPLAINT PUSHING OIL OUT ALL OVER ENGINE
USING 4 GALLON PER DAY

CORRECTION ESTIMATE FOR RECORD UNIT INFORMATION, RECORD FAULTS, ADD OIL DYE
STEAM OFF, EXCESSIVE OIL LEAKS ALL OVER ENGINE, FRONT GEAR HOUSING
LEAKING, BROKEN BOLT IN GEAR HOUSING, OIL COOLER LEAKING, REAR CAM
PLUG LEAKING AND POSSIBLE REAR MAIN SEAL. MEASURED BLOYBY 11 IN MAX
SPEC 12 IN. INACCURATE READING FOR BLOWBY DUE TO EXCESSIVE OIL
LEAKS. PERFORM NOW OVERHAUL PREINSPECTION. DISCONNECT ENGINE AND
TRANSMISSION, REMOVE FROM VEHICLE AND SPLIT APART ENGINE AND
TRANSMISSION. DISASSEMBLE ENGINE TO BARE BLOCK, MEASURE LINER
PROTRUSION, CUT BLOCK AND ADD SHIMS TO LINERS IF NEEDED. REASSEMBLE
ENGINE WITH NEW PISTONS, RINGS, LINERS, ROD & MAIN BEARINGS, OIL PUMP,
WATER PUMP, THERMOSTAT, CAMSHAFT, FRONT GEAR HOUSING, FRONT
COVER, VIBRATION DAMPER, REAR CAM PLUG RECON CYL HEAD. HOOK UP
TRANSMISSION, INSTALL IN VEHICLE AND HOOK UP ENGINE AND TRANS. STEAM
OFF REPAIRS, HOOK TO DYNO AND RUN FOR BREAK IN. UNHOOK FROM DYNO,
ROAD TEST. CHECK OVER REPAIRS FOR LEAKS, TOP OFF FLUIDS, DELIVER UNIT
BACK TO DECATUR MASS.

COVERAGE CUSTOMER BILLABLE

DIAGNOSTIC CHARGE: 0.00

2	0	3376891	ADDITIVE,LEAK TEST DYE	CECO	19.05	38.10
1	0	4089759	KIT,LOWER ENGINE GASKET	CECO	463.38	463.38
1	0	4955643	SET,UPPER ENGINE GASKET	CECO	223.75	223.75
1	0	5347975RX	HEAD,CYLINDER	DRC	3,518.37	3,518.37
1	0	4942132D	HEAD, CYLINDER	CLEAN	375.00	375.00
-1	0	4942132D	HEAD,CYL ISC/QSC ISL/QSL	DIRTY	375.00	- 375.00
1	0	3958112	COVER,GEAR	CECO	106.07	106.07

Completion date : 10-May-2020 04:04PM. Estimate expires : 09-Jun-2019 04:04PM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE
EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE
BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

INVOICE NO
ESTIMATE
REMIT TO: NW 7686 PO Box 1450 Minneapolis, MN 55485-7686

BILL TO

CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN MARK
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 2 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
13-MAY-2019		06-AUG-2010	ISL9 CM2250		GILLIG
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
501115		10-MAY-2019	73100705	CPL312300	G27
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
203873			30919 / 0		9019

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		177320					
1	0	3944293		GASKET,GEAR HOUSING	CECO	49.51	49.51
1	0	5284362		CORE,COOLER	CECO	169.24	169.24
1	0	3918174		GASKET,OIL COOLER CORE	CECO	13.22	13.22
1	0	4983588		PUMP,LUBRICATING OIL	CECO	254.35	254.35
6	0	3950661		BEARING,CON ROD (STD)	CECO	11.74	70.44
1	0	3929011		GASKET,LUB OIL CLR COVER	CECO	18.43	18.43
6	0	3966244		BEARING,CON ROD (STD)	CECO	14.24	85.44
1	0	3945917		SET,MAIN BEARING (STD)	CECO	187.77	187.77
6	0	5405325		NOZZLE,PISTON COOLING	CECO	16.90	101.40
1	0	4955530		KIT,ENGINE PISTON	CECO	260.65	260.65
6	0	5404408		LINER,CYLINDER	CECO	132.39	794.34
1	0	3945967		PLUNGER,PRS REGULATOR	CECO	16.12	16.12
1	0	5337769		THERMOSTAT	CECO	44.63	44.63
1	0	5273379		THERMOSTAT	CECO	39.58	39.58
6	0	3924447		SHIM	CECO	24.57	147.42
1	0	3936365		VALVE,PRESSURE RELIEF	CECO	10.59	10.59
1	0	3925343		KIT,SEAL	CECO	119.09	119.09
1	0	3926126		KIT,SEAL	CECO	98.03	98.03
1	0	CV50628-MF		ELEMENT,CV	FLG	90.97	90.97
3	0	4934545		HARNESS,WIRING	CECO	56.91	170.73
1	0	5255737		TUBE,BREATHING	CECO	59.78	59.78

Completion date : 10-May-2020 04:04PM. Estimate expires : 09-Jun-2019 04:04PM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____ Page 199 of 290



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Cummins Sales and Service
NW 7686 PO Box 1450
Minneapolis, MN 55485-7686

NORMAL IL BRANCH
450 W NORTHTOWN ROAD
NORMAL, IL 61761-
(309)452-4454

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CITY OF DECATUR PUBLIC TRANSIT
555 E WOOD ST
DECATUR, IL 62523-1325

OWNER

CITY OF DECATUR
PUBLIC TRANSIT
555 EAST WOOD ST
ATTN MARK
DECATUR, IL 62523-
CHRIS BERGSCHNEIDER - 217 424-2816

PAGE 3 OF 4

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
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CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
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REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
203873			30919 / 0		9019

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		177320					
1	0	4376357		KIT,WATER PUMP	CECO	155.46	155.46
1	0	LF9009		PAC, LF	FLG	29.13	29.13
1	0	FF5636		PAC, FF (S	FLG	14.84	14.84
6	0	VV705290		PREM BLUE 15W-40 BULK	C1- VALVOLINE	9.85	59.10
4	0	3818824		NUT,REGULAR HEXAGON	CECO	2.49	9.96
12	0	3944593		SCREW,HEX FLANGE HEAD CAP	CECO	3.07	36.84
1	0	3901969		PLUG,EXPANSION	CECO	5.55	5.55
1	0	3944001		SUPPORT,CAMSHAFT THRUST	CECO	8.06	8.06
1	0	3164067		SEALANT	CECO	15.04	15.04
2	0	3824421		CLEANER,SOLVENT (JUG)	CECO	27.53	55.06
3	0	ROLOC		3M SCOTCH DISCS	E4-OTHER	1.94	5.82
1	0	3903475		SEAL,RECTANGULAR RING	CECO	3.65	3.65
2	0	3936876		SEAL,RECTANGULAR RING	CECO	3.28	6.56
3	0	32107		5/8 FUEL LINE HOSE	E4-DELCO	2.36	7.08
3	0	3824514		PAINT	CECO	10.23	30.69
1	0	4988280		GASKET,HYDRAULIC PUMP	CECO	2.79	2.79
6	0	030-0010		ANTIFREEZE (GAL JUG)	E4-OTHER	16.19	97.14
1	0	DCA65-L		CHEM. PKG.	FLG	13.69	13.69
32	0	3907860		SCREW,HEX FLANGE HEAD CAP	CECO	1.50	48.00
1	0	3966430		CAMSHAFT	CECO	502.91	502.91
7	0	5283368		BUSHING	CECO	16.84	117.88

Completion date : 10-May-2020 04:04PM. Estimate expires : 09-Jun-2019 04:04PM.

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AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



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NW 7686 PO Box 1450
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PAGE 4 OF 4

*** CHARGE ***

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REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
203873			30919 / 0		9019

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		177320					
12		0	3965966	TAPPET, VALVE	CECO	67.61	811.32
				PARTS:			9,187.97
				PARTS COVERAGE CREDIT:			0.00CR
				TOTAL PARTS:		9,187.97	
				SURCHARGE TOTAL:			0.00
				LABOR:			12,049.60
				LABOR COVERAGE CREDIT:			0.00CR
				TOTAL LABOR:		12,049.60	
				MISC.:			300.00
				MISC. COVERAGE CREDIT:			0.00CR
				TOTAL MISC.:		300.00	
				ELECTRONIC TOOLING FEE			50.00
				HAZ WASTE DISPOSAL			100.00
				SHOP SUPPLIES			150.00
				TAX EXEMPT NUMBERS:			
					LOCAL		0.00

Completion date : 10-May-2020 04:04PM. Estimate expires : 09-Jun-2019 04:04PM.

Billing Inquiries? Call (877)480-6970 or email CBSNPower.Receivables@cummins.com

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SUB TOTAL: 21,537.57

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 21,537.57

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

Public Works

DATE: 5/20/2019

MEMO: 2019-33

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3515 Catherine Street

SUMMARY RECOMMENDATION:

Staff recommends that the Ordinance annexing territory at 3515 Catherine Street be approved.

BACKGROUND:

The subject property is contiguous to Decatur City limits. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and 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.

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory - 3515 Catherine Street	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3515 CATHERINE STREET**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Paul and Patty Martin, requesting that there be annexed to the City territory described as:

LOT ONE (1) OF HANDY ACRES COMMONLY KNOWN AS 3515 CATHERINE STREET

PIN # 04-12-06-427-010

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required. _____

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Paul D. Martin

Patty J. Martin

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3515 Catherine Street, and legally described as follows:

LOT ONE (1) OF HANDY ACRES

PIN # 04-12-06-427-010

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

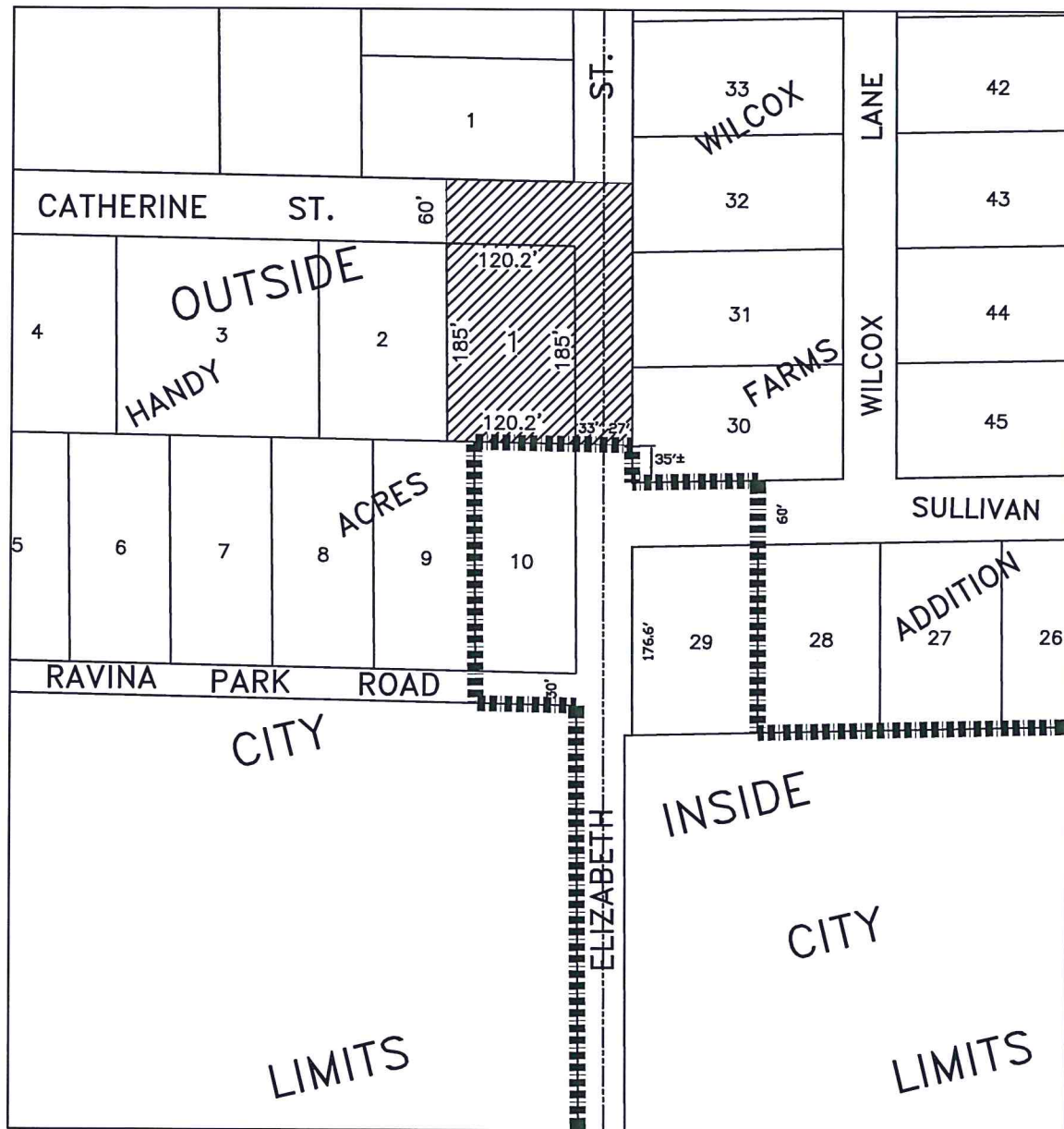
<u>Patty J. Martin</u>	<u>Patty J. Martin</u>	<u>3515 Catherine St</u>
<u>Paul D. Martin</u>	<u>Paul D. Martin</u>	<u>Decatur, IL 62526</u>

Signed and sworn to before me this 13th day of May, 2019

Rhonda G. Mayhugh
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3515 CATHERINE STREET

 indicates territory annexed
 indicates existing corporate limits
1.014± acres
AREA 0.0016± sq. miles
365± lin. ft. of public road
DECATUR township



All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION



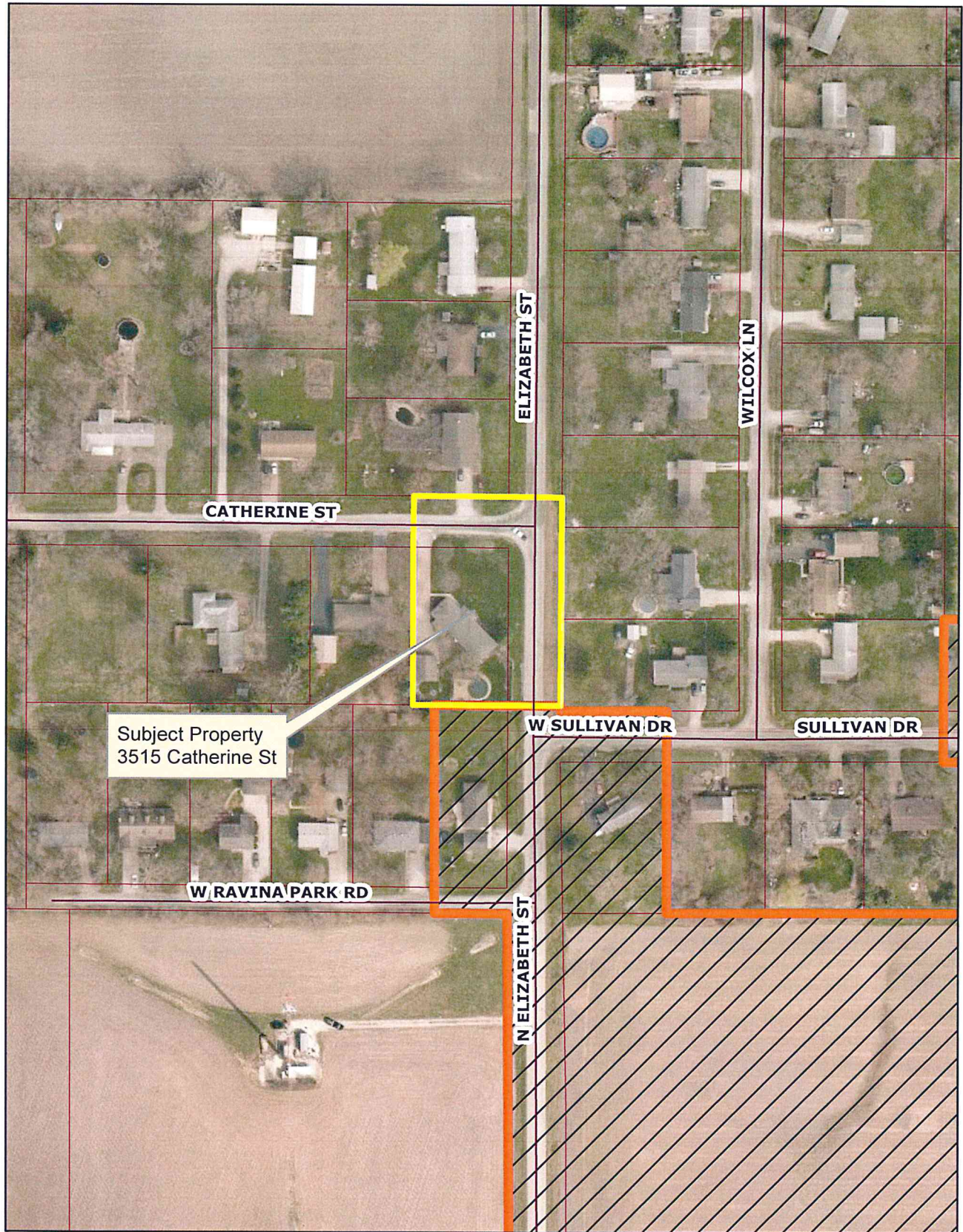
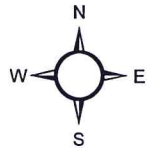
5/14/2019

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DATE: _____

Property Proposed To Be Annexed Vicinity Map For 3515 Catherine Street



Public Works

DATE: 5/23/2019

MEMO: 2019-34

TO: Honorable Mayor Moore Wolfe and City Council Members

FROM:

SUBJECT:

Scot Wrighton, City Manager

Matt Newell, P.E., Public Works Director

SUMMARY RECOMMENDATION: Staff recommends that the Ordinance annexing territory at 3 Cloyds Drive be approved.

BACKGROUND:

The subject property is contiguous to Decatur City limits. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water services agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and 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.

ATTACHMENTS:

Description	Type
2019-34 Ordinance Annexing Territory 3 Cloyds Drive	Ordinance
2019-34 Vicinity Map 3 Cloyds Drive	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3 CLOYDS DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Sarah Jorn, requesting that there be annexed to the City territory described as:

LOT 8 OF CLOYDS FIRST SUBDIVISION COMMONLY KNOWN AS 3 CLOYDS DRIVE

PIN # 07-07-28-452-002

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)_____

Sarah R. Jern

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3 Cloyds Drive, and legally described as follows:

LOT 8 OF CLOYDS FIRST SUBDIVISION.

PIN # 07-07-28-452-002

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

[Signature]

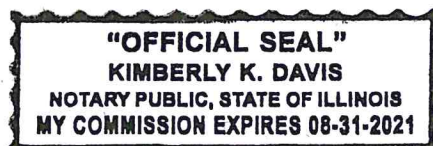
Sarah Jern

3 Cloyd Dr. Decatur, IL

Signed and sworn to before me this 24th day of April, 2019

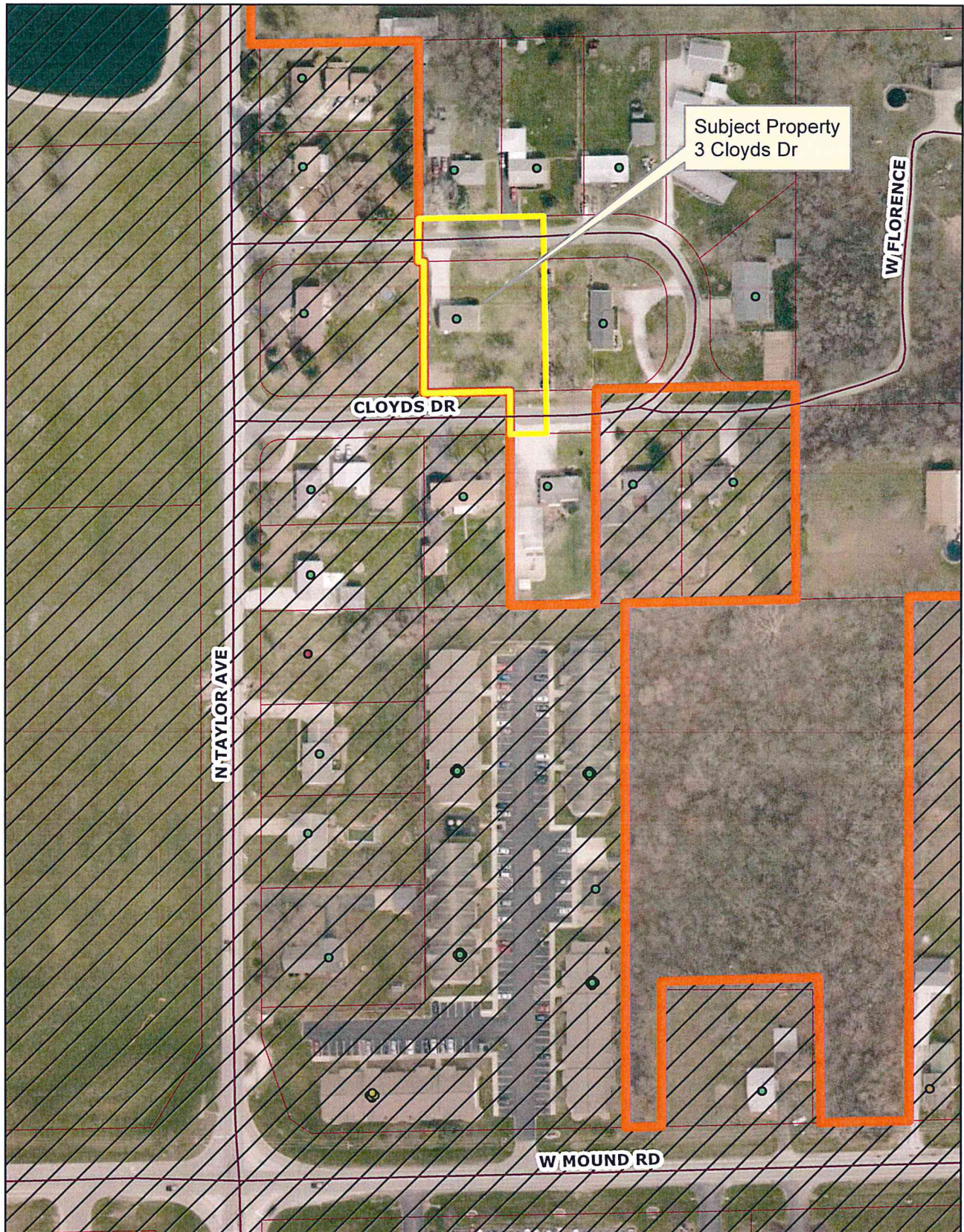
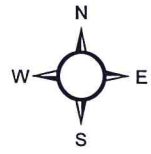
[Signature]
Notary Public

(Rev. 12/2014)



Page 213 of 290

Property Proposed To Be Annexed Vicinity Map For 3 Cloyds Drive



Public Works

DATE: 5/23/2019

MEMO: 2019-35

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2983 Danny Drive

SUMMARY RECOMMENDATION: Staff recommends that the Ordinance annexing territory at 2983 Danny Drive be approved.

BACKGROUND:

The subject property is contiguous to Decatur City limits. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and 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.

ATTACHMENTS:

Description	Type
2019-35 Ordinance Annexing Territory 2983 Danny Drive	Ordinance
2019-35 Vicinity Map 2983 Danny Drive Backup Material	

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2983 DANNY DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of John and Barbara Zander, requesting that there be annexed to the City territory described as:

LOT SEVEN (7) OF SOUTHERN MEADOWS ADDITION COMMONLY KNOWN AS 2983
DANNY DRIVE

PIN # 17-12-34-201-004

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

John D. Zander Barbara S. Zander

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2983 Danny Drive, and legally described as follows:

LOT SEVEN (7) OF SOUTHERN MEADOWS ADDITION

PIN # 17-12-34-201-004 _____

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

John D. Zander John D. Zander 2983 S. Danny Dr. Decatur, IL
Barbara S. Zander Barbara S. Zander "

Signed and sworn to before me this 15th day of April, 2019

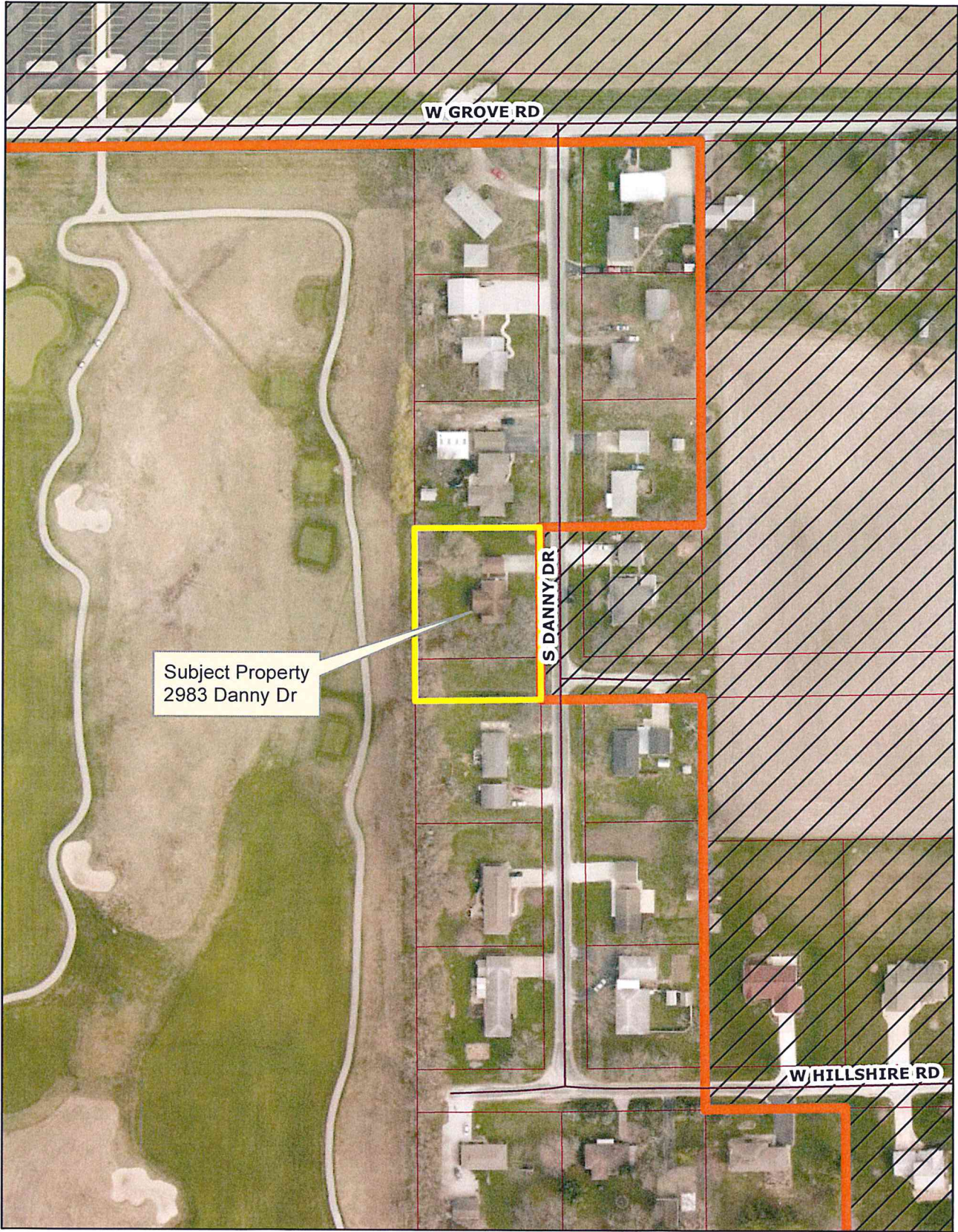
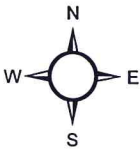


Joyce Trotter
Notary Public

(Rev. 12/2014)

Page 219 of 290

Property Proposed To Be Annexed
Vicinity Map For 2983 Danny Drive



Public Works

DATE: 5/23/2019

MEMO: 2019-36

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:
Ordinance Annexing Territory 3010 Danny Drive

SUMMARY RECOMMENDATION: Staff recommends that the Ordinance annexing territory at 3010 Danny Drive be approved.

BACKGROUND:

The subject property is contiguous to Decatur City limits. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to the City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and 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.

ATTACHMENTS:

Description	Type
2019-36 Ordinance Annexing Territory 3010 Danny Drive	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3010 DANNY DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Robert and Carol Foster, requesting that there be annexed to the City territory described as:

LOT NINE (9) OF SOUTHERN MEADOWS ADDITION COMMONLY KNOWN AS 3010 DANNY DRIVE

PIN # 17-12-34-204-001

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)_____

ROBERT L FOSTER

CAROL L FOSTER

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3010 Danny Drive, and legally described as follows:

LOT NINE (9) OF SOUTHERN MEADOWS ADDITION

PIN # 17-12-34-204-001 _____

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Robert L Foster

ROBERT L FOSTER

3010 S DANNY DR

Carol L Foster

CAROL L FOSTER

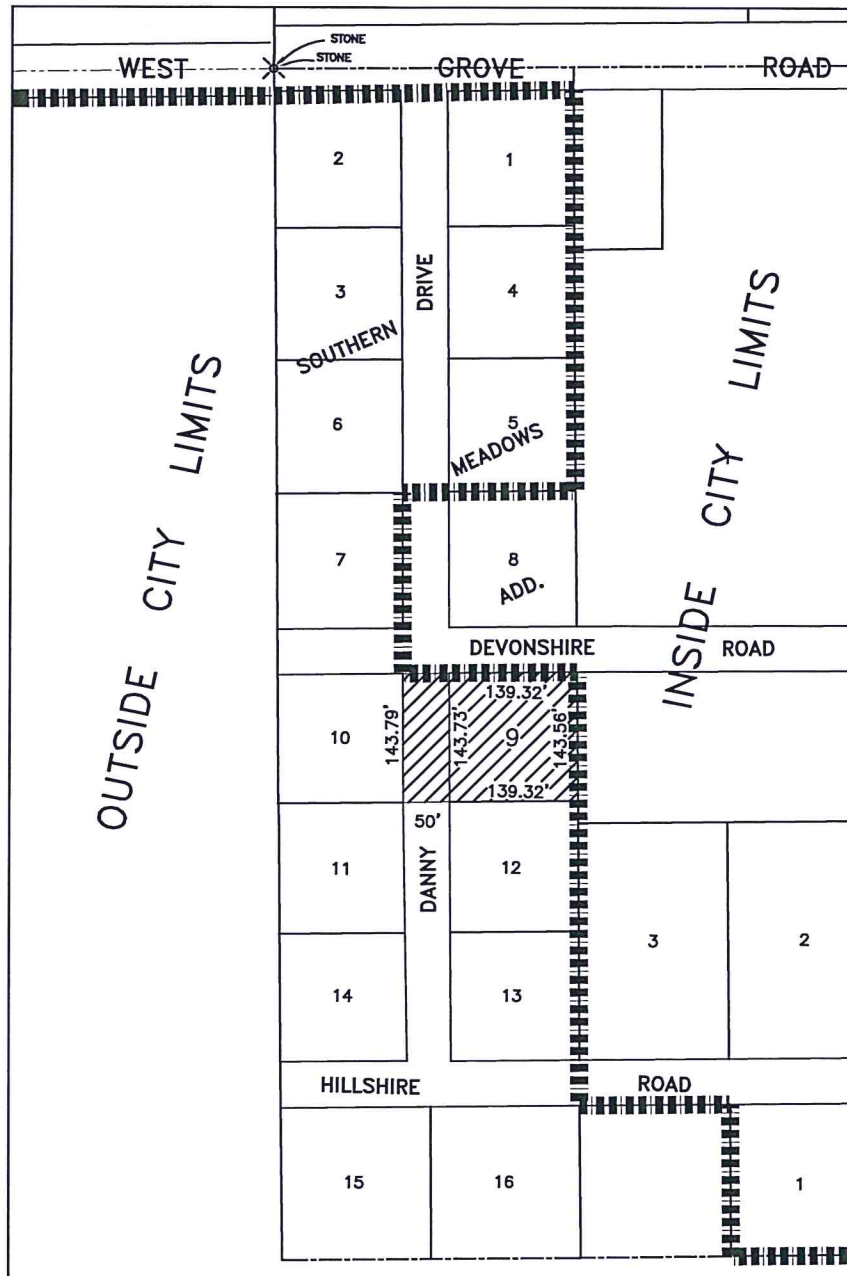
3010 S. DANNY DR.

Signed and sworn to before me this 8th day of May, 2019



Naomi R. Burcham
Notary Public

(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3010 DANNY DRIVE



indicates territory annexed



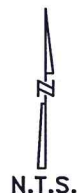
indicates existing corporate limits

0.624± acres

AREA 0.001± sq. miles

144± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



5/28/2019
CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

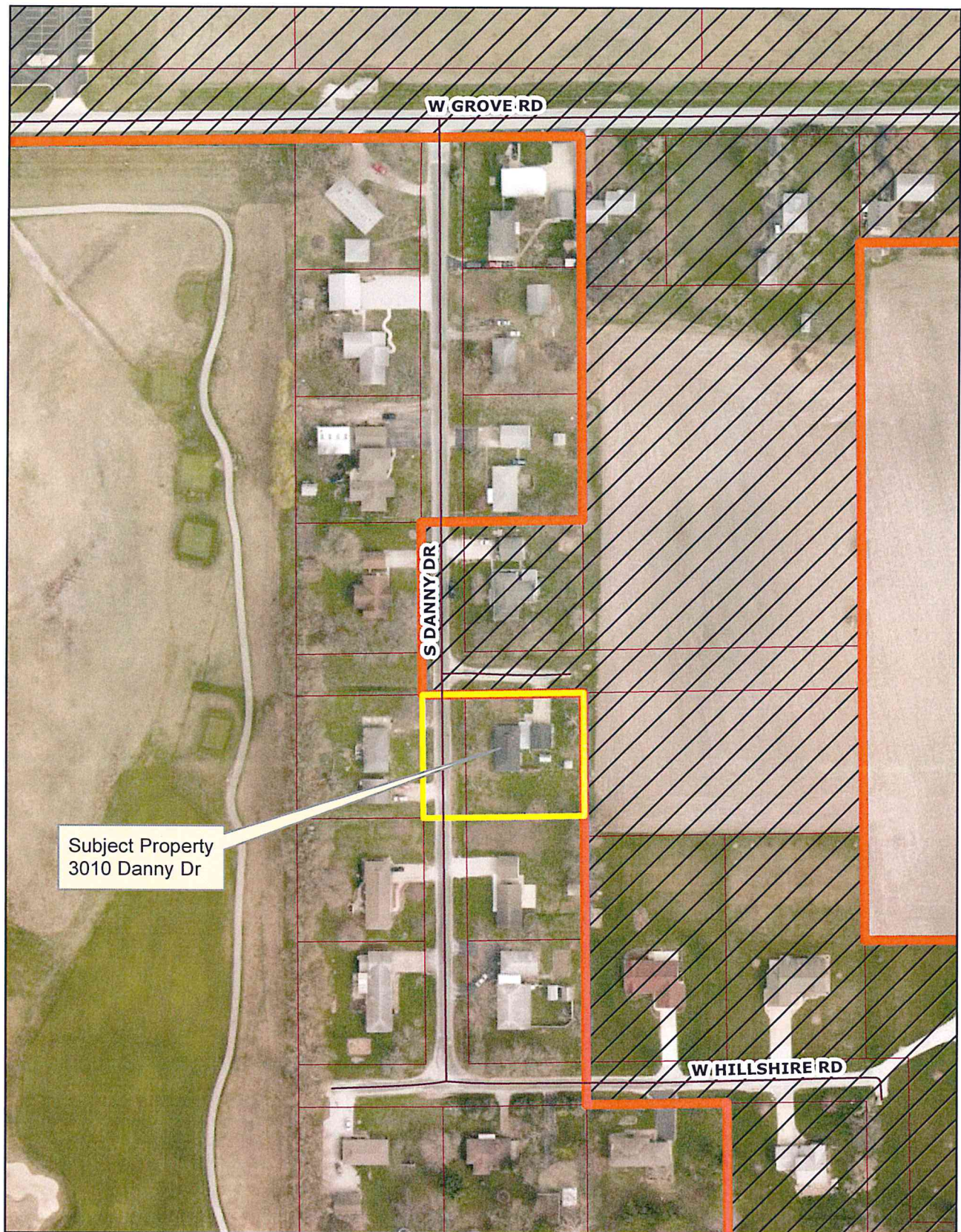
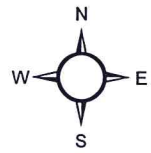
ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

Property Proposed To Be Annexed Vicinity Map For 3010 Danny Drive



Public Works

DATE: 5/20/2019

MEMO: 2019-38

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3312 Fite Drive

SUMMARY RECOMMENDATION:

Staff recommends that the Ordinance annexing territory at 3312 Fite Drive be approved.

BACKGROUND:

The subject property is contiguous to Decatur City limits. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and 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.

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory 3312 Fite	

Drive

2019-38 Vicinity Map 3312 Fite Drive

Ordinance

Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3312 FITE DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of David and Heather Woodside, requesting that there be annexed to the City territory described as:

LOT FOUR (4) OF FITE SUBDIVISION COMMONLY KNOWN AS 3312 FITE DRIVE

PIN # 07-07-33-302-003

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

DAVID W. WOODSIDE

Heather A. Woodside

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3312 Fite Drive, and legally described as follows:

LOT FOUR (4) OF FITE SUBDIVISION.

PIN # 07-07-33-302-003

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

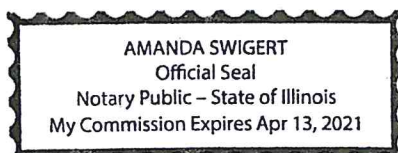
STREET ADDRESS, CITY, STATE

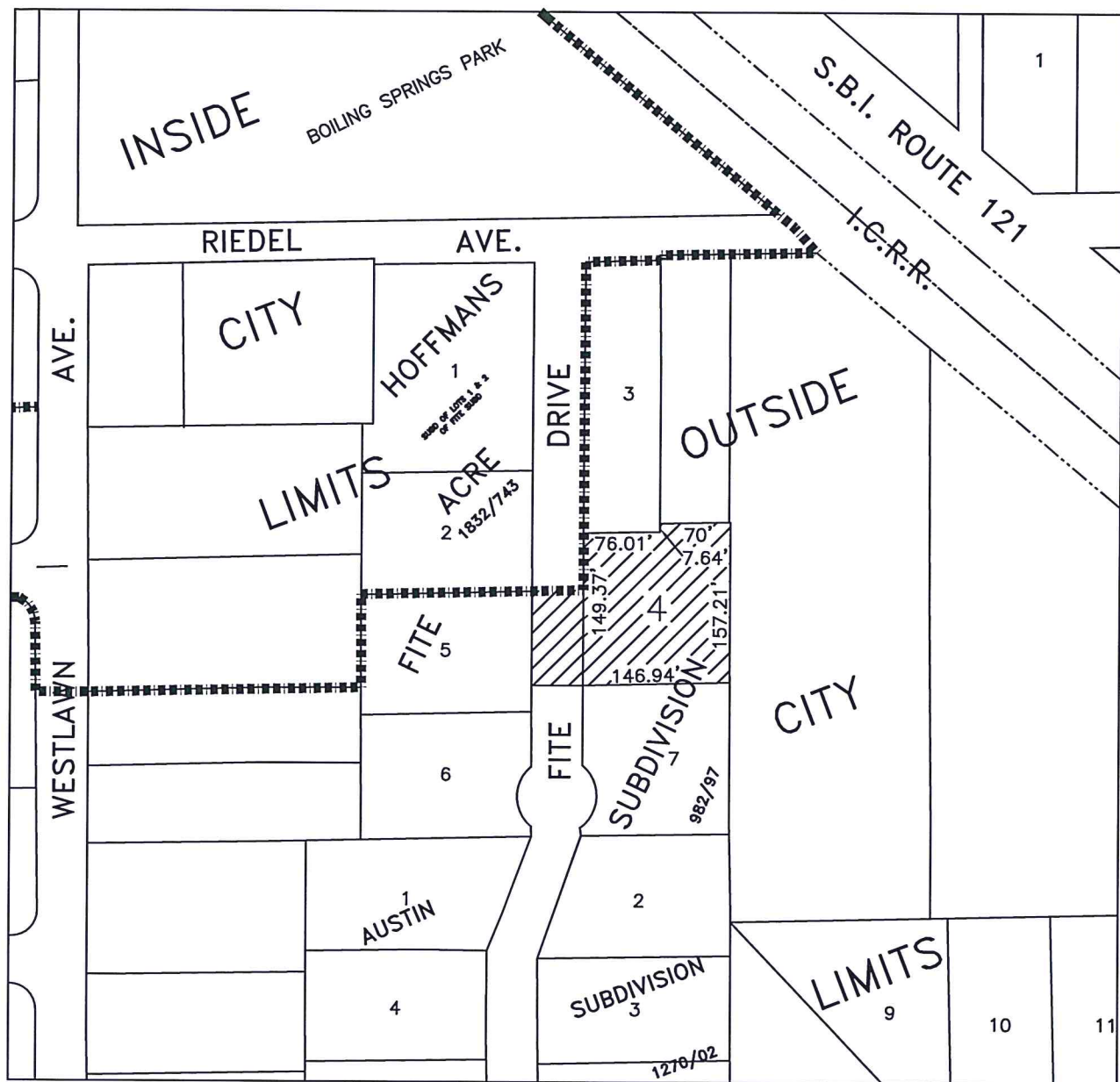
<u>David Woodside</u>	<u>David Woodside</u>	<u>3312 Fite Dr. Decatur, IL</u>
<u>Heather Woodside</u>	<u>Heather Woodside</u>	<u>3312 Fite Dr. Decatur, IL</u>

Signed and sworn to before me this 7th day of May, 2019

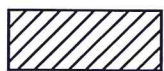
Amanda Swigert
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3312 FITE DRIVE



indicates territory annexed



indicates existing corporate limits

0.5± acres

AREA 0.0008± sq. miles

86± lin. ft. of public road

HICKORY POINT township



N.T.S.



All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

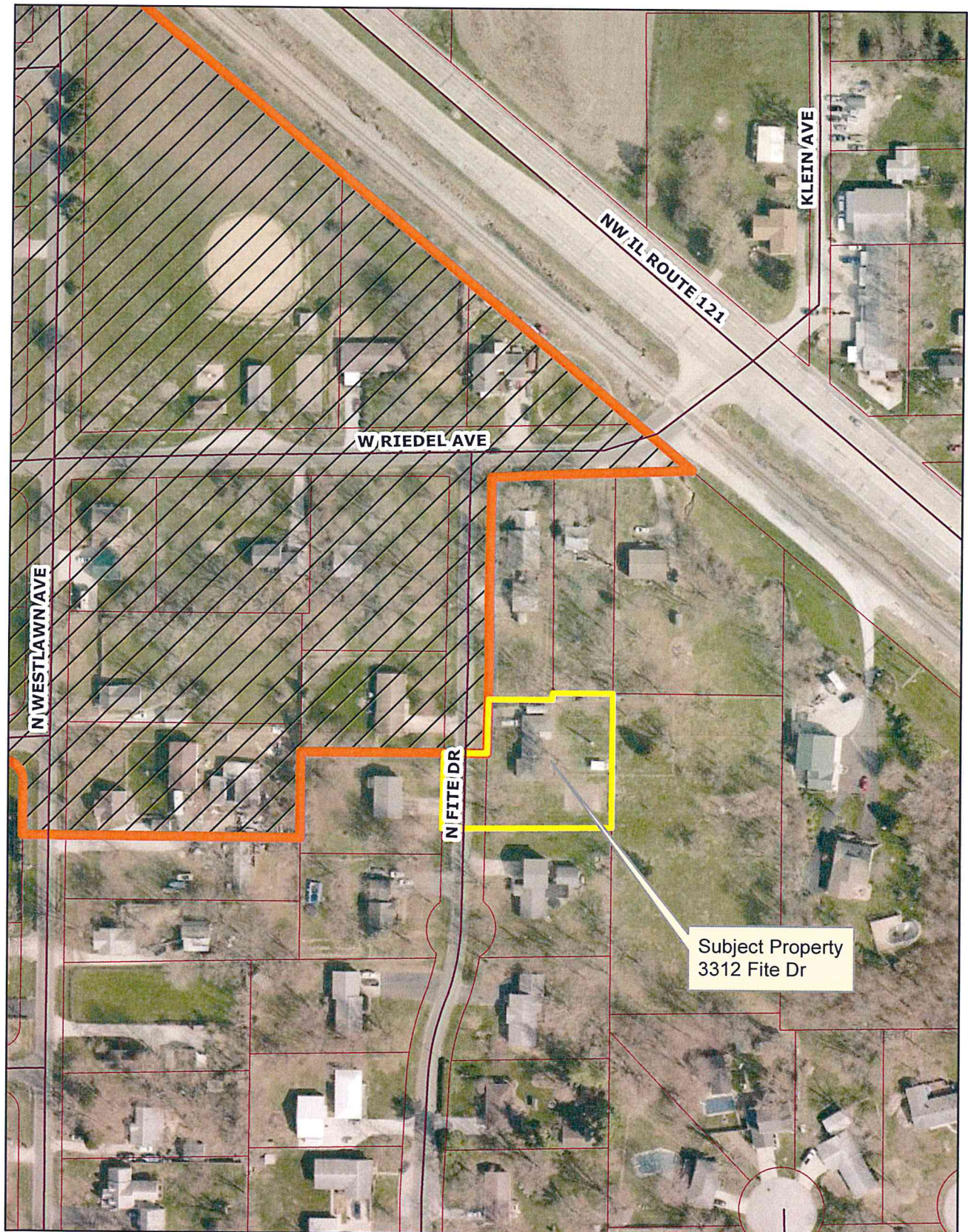
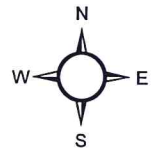
CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: _____ Page 233 of 290

Property Proposed To Be Annexed Vicinity Map For 3312 Fite Drive



Public Works

DATE: 5/23/2019

MEMO: 2019-37

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3311 Fite Drive

SUMMARY RECOMMENDATION: Staff recommends that the Ordinance annexing territory at 3311 Fite Drive be approved.

BACKGROUND:

The subject property is contiguous to Decatur City limits. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and 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.

ATTACHMENTS:

Description	Type
2019-37 Ordinance Annexing Territory 3311 Fite Drive	Ordinance
2019-37 Vicinity Map 3311 Fite Drive	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3311 FITE DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of William and Roma Allison, requesting that there be annexed to the City territory described as:

LOT FIVE (5) OF FITE SUBDIVISION COMMONLY KNOWN AS 3311 FITE DRIVE

PIN # 07-07-33-301-013

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

William D. Allison

Roma S. Allison

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3311 Fite Drive, and legally described as follows:

LOT FIVE (5) OF FITE SUBDIVISION.

PIN # 07-07-33-301-013

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

William D. Allison William D. Allison 3311 Fite Dr., Decatur, IL 6252

Roma S. Allison Roma S. Allison 3311 Fite Dr., Decatur, IL 62526

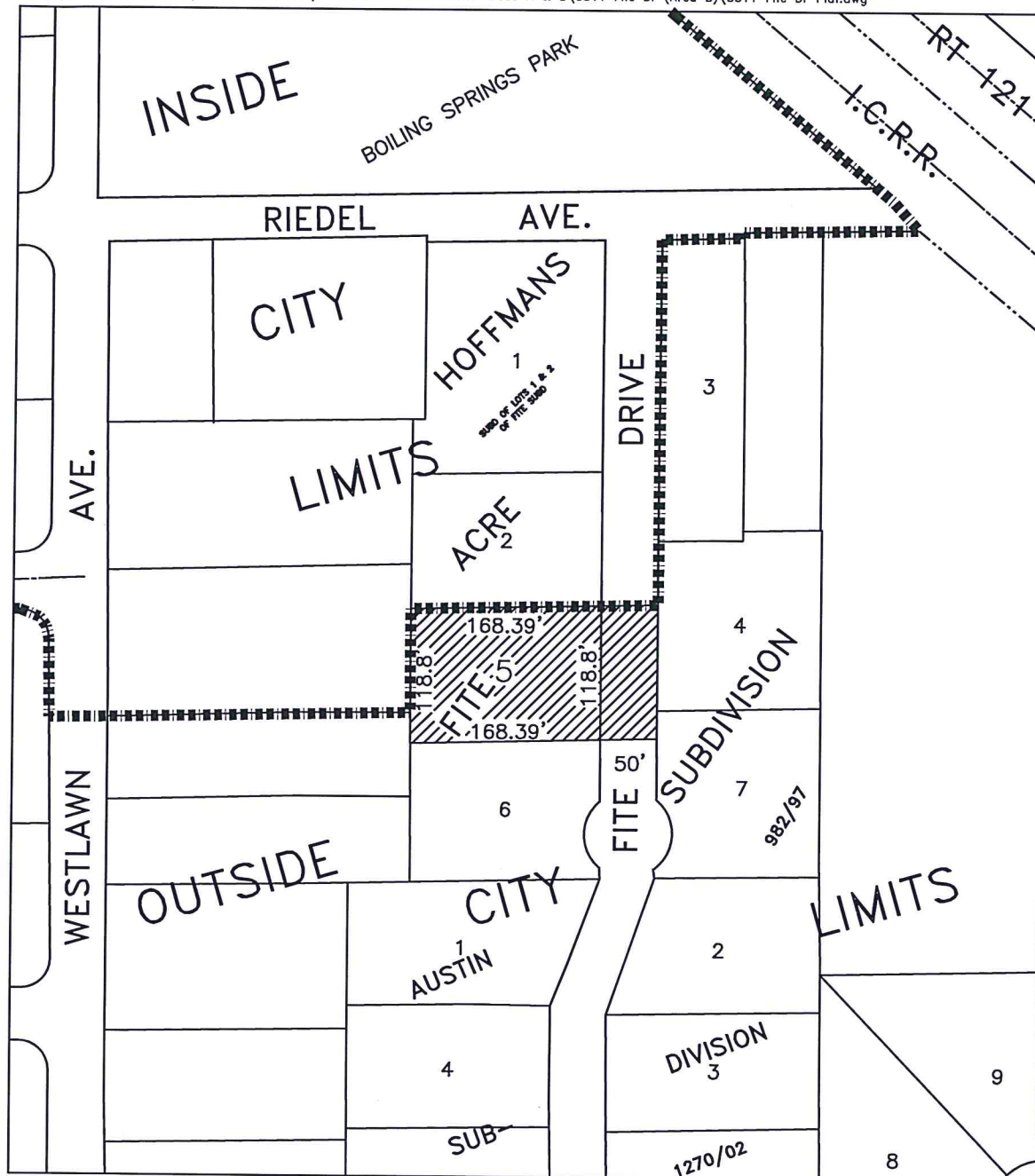
Signed and sworn to before me this 8th day of May, 2019

Naomi R. Burcham

Notary Public



(Rev. 12/2014)



PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3311 FITE DRIVE



indicates territory annexed



indicates existing corporate limits

0.596± acres

AREA 0.0009± sq. miles

119± lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER — DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

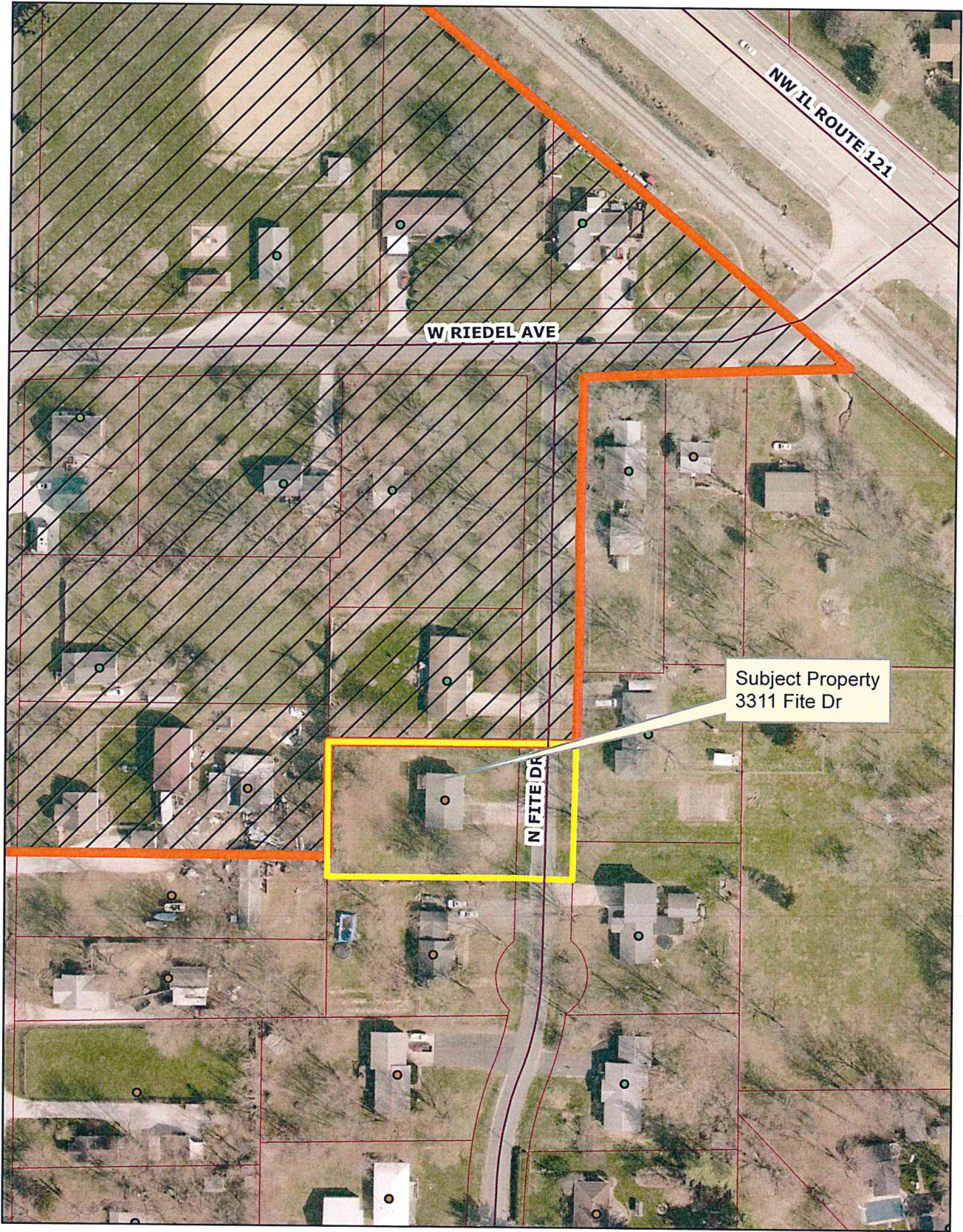
ORDINANCE NO: _____

DATE: _____

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

Property Proposed To Be Annexed
Vicinity Map For 3311 Fite Drive



Public Works

DATE: 5/20/2019

MEMO: 2019-39

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 2530 Forest Crest Road

SUMMARY RECOMMENDATION:

Staff recommends that the Ordinance annexing territory at 2530 Forest Crest Road be approved.

BACKGROUND:

The subject property is contiguous to Decatur City limits. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and 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.

ATTACHMENTS:

Description	Type
Ordinance Annexing Territory - 2530 Forest Crest Road	Ordinance
2019-39 Vicinity Map - 2530 Forest Crest Road	Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
2530 FOREST CREST ROAD**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Jay and Pamela Smith, requesting that there be annexed to the City territory described as:

THE NORTH 1.75 ACRES OF THE SOUTH 6.25 ACRES OF THE NORTH 15 ACRES OF THE WEST HALF (W ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-NINE (29) TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD P.M. COMMONLY KNOWN AS 2530 FOREST CREST ROAD

PIN # 17-12-29-426-006

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

JAY SMITH

Pamela Smith

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 2530 Forest Crest Road, and legally described as follows:

THE NORTH 1.75 ACRES OF THE SOUTH 6.25 ACRES OF THE NORTH 15 ACRES OF THE WEST HALF (W ½) OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION TWENTY-NINE (29) TOWNSHIP SIXTEEN (16) NORTH, RANGE TWO (2) EAST OF THE THIRD P.M.

PIN # 17-12-29-426-006 _____

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Jay Smith

JAY SMITH

2530 Forest Crest Decatur, IL 62521

Pamela Smith

Pamela Smith

2530 Forest Crest Decatur, IL 62521

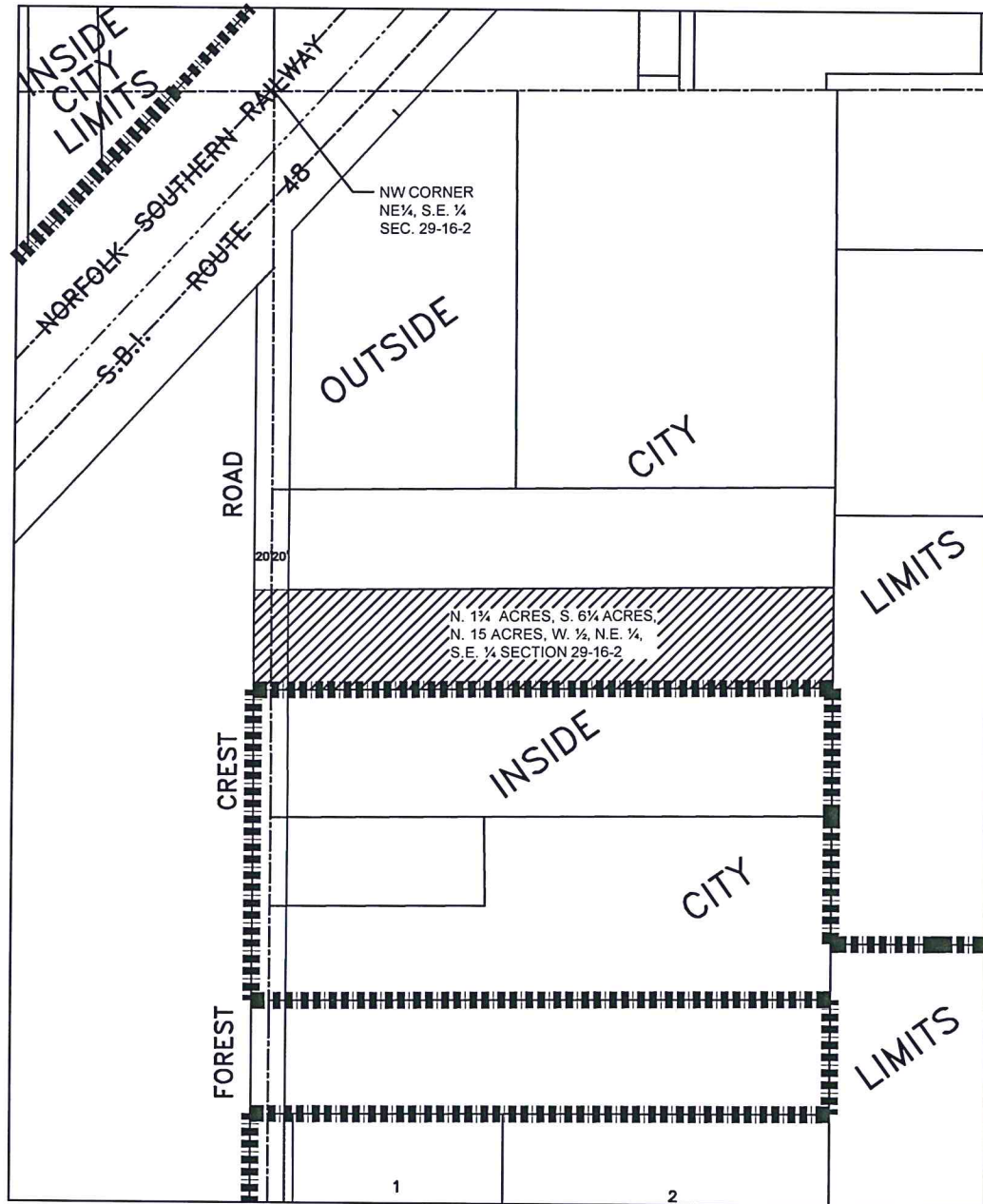
Signed and sworn to before me this 1st day of May, 20 19

Chara R Baerstein

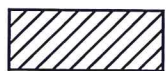
Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
2530 FOREST CREST ROAD



indicates territory annexed



indicates existing corporate limits

1.803± acres

AREA 0.0028± sq. miles

115.5± lin. ft. of public road

SOUTH WHEATLAND township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

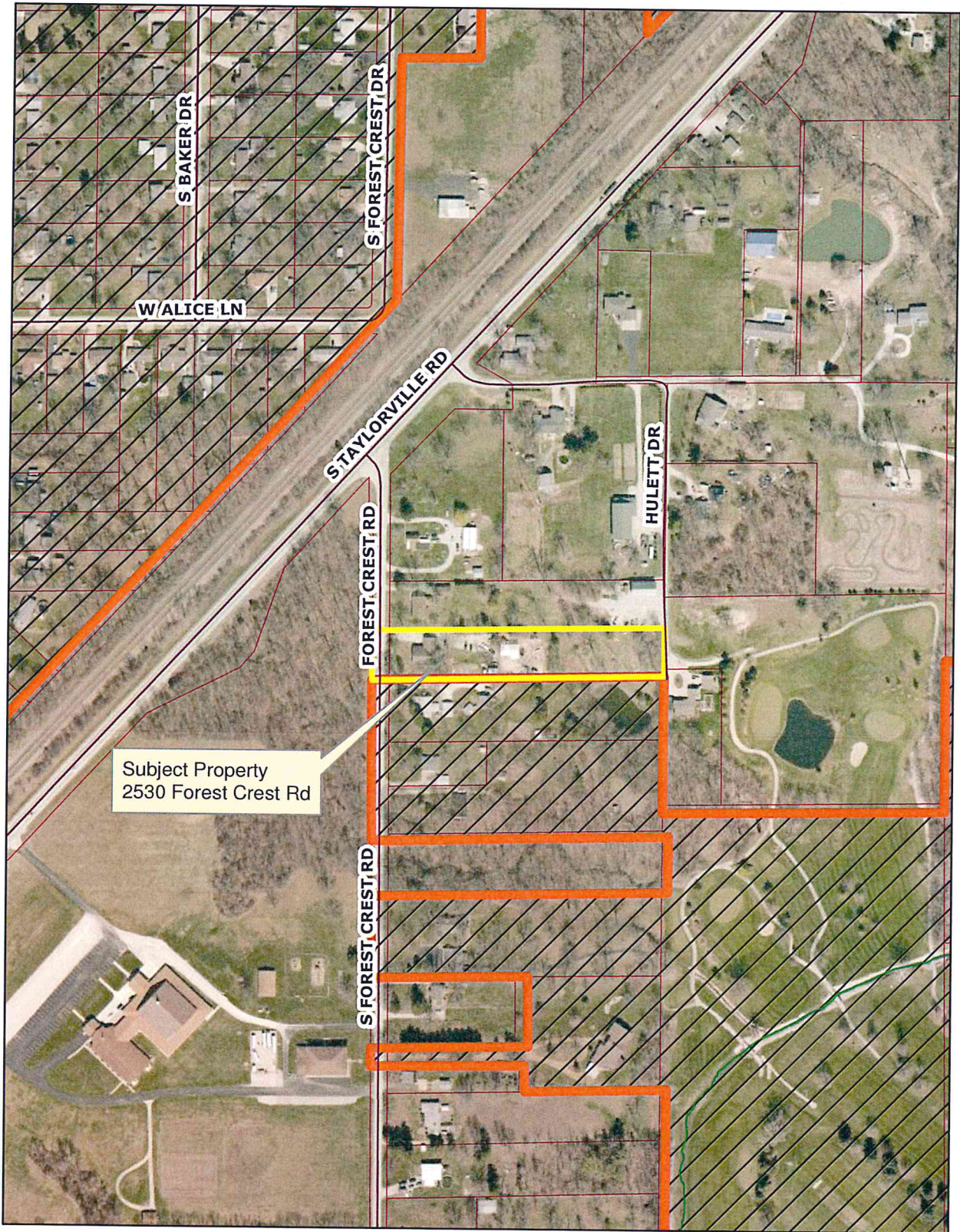
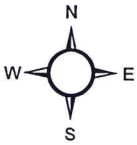
ORDINANCE NO: _____

DATE: _____ Page 246 of 290

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

Property Proposed To Be Annexed
Vicinity Map For 2530 Forest Crest Road



Public Works

DATE: 5/20/2019

MEMO: 2019-41

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 4118 McClain Drive

SUMMARY RECOMMENDATION:

Staff recommends that the Ordinance annexing territory at 4118 McClain Drive be approved.

BACKGROUND:

The subject property is contiguous to Decatur City limits. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and 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.

ATTACHMENTS:

Description	Type
2019-41 Ordinance Annexing Territory	

4118 McClain Drive
2019-41 Vicinity Map 4118 McClain
Drive

Ordinance
Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
4118 MCCLAIN DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Shannon Fitzgerald and Donald Pratt III, requesting that there be annexed to the City territory described as:

LOT 9 WEIKEL'S ROLLING ACRES COMMONLY KNOWN AS 4118 MCCLAIN DRIVE

PIN # 07-07-28-331-003

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) Shannon

Lm Fitzgerald, Donald Pratt III

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 4118 McClain Drive, and legally described as follows:

LOT 9 WEIKEL'S ROLLING ACRES.

PIN # 07-07-28-331-003

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

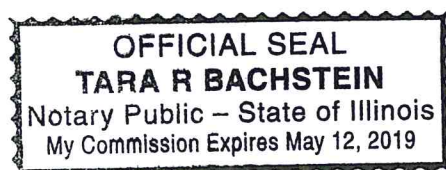
<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>[Signature]</u>	<u>Shannon Fitzgerald</u>	<u>4118 McClain Dr Decatur IL</u>
<u>[Signature]</u>	<u>Donald Pratt III</u>	<u>4118 McClain Dr Decatur IL</u>

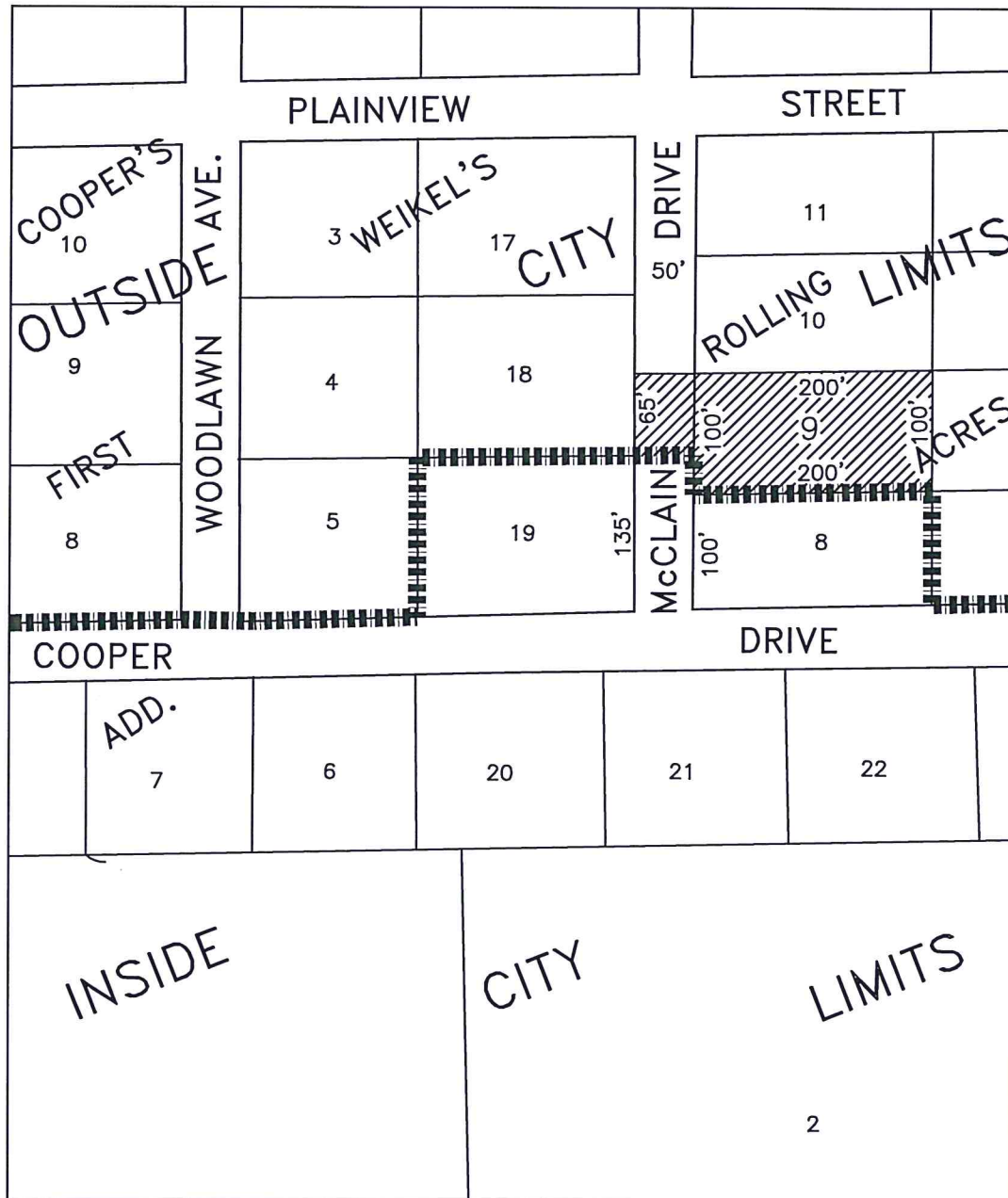
Signed and sworn to before me this 25 day of April, 20 17

Tara R Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
4118 McCLAIN DRIVE



indicates territory annexed



indicates existing corporate limits

0.459± acres

AREA 0.0007± sq. miles

65± lin. ft. of public road

HICKORY POINT township



N.T.S.



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

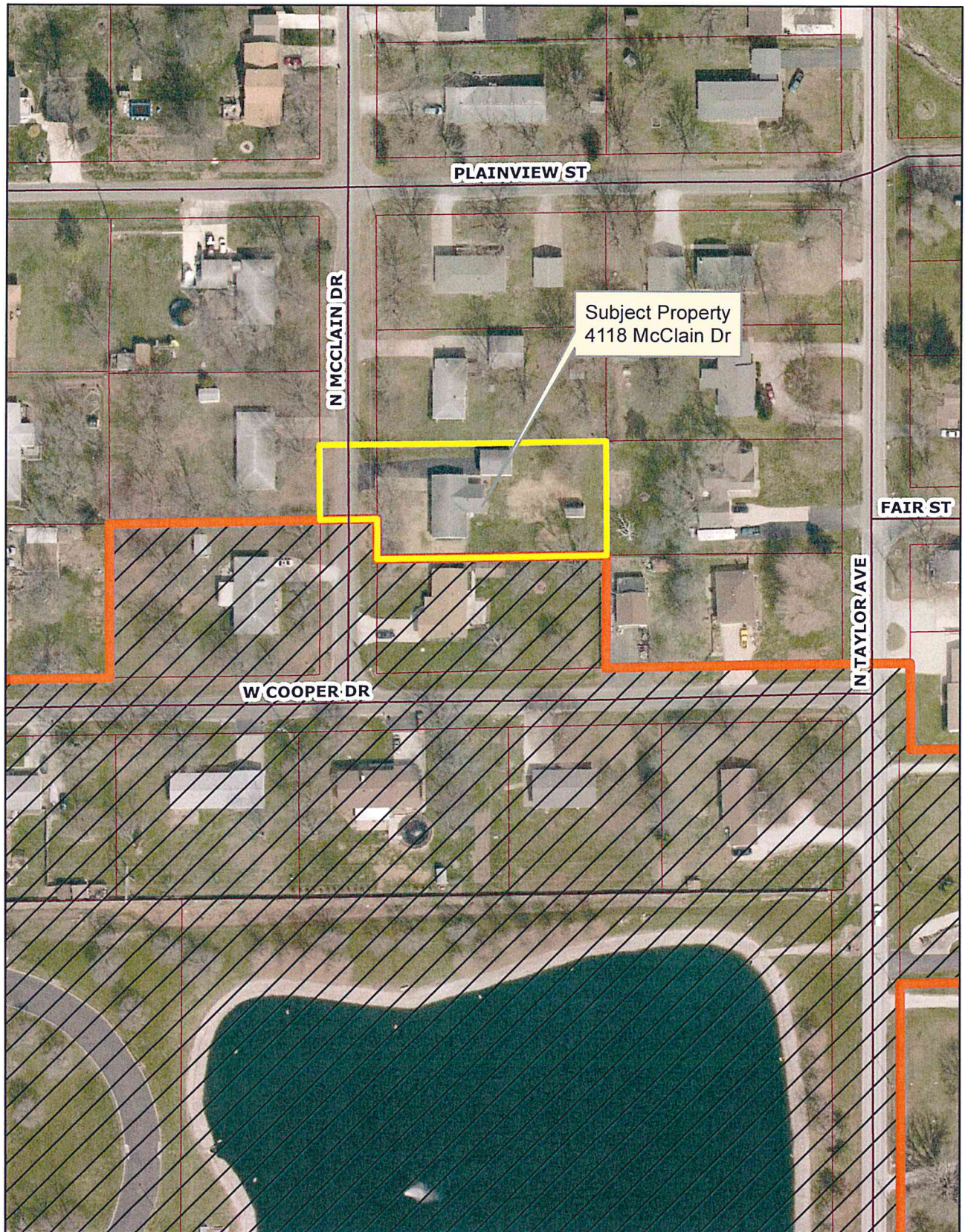
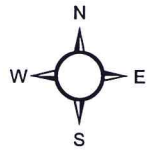
ORDINANCE NO: _____

DATE: _____

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

Property Proposed To Be Annexed Vicinity Map For 4118 McClain Drive



Public Works

DATE: 5/20/2019

MEMO: 2019-43

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 61 Tennison Court

SUMMARY RECOMMENDATION:

Staff recommends that the Ordinance annexing territory at 61 Tennison Court be approved.

BACKGROUND:

The subject property is contiguous to Decatur City limits. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and 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.

ATTACHMENTS:

Description	Type
-------------	------

Ordinance Annexing Territory 61
Tennison Court
2019-43 Vicinity Map 61 Tennison Court Backup Material

Ordinance

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
61 TENNISON COURT**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Kirk and Colleen Vallandingham, requesting that there be annexed to the City territory described as:

LOT 19 OF TENNISON ADDITION AS PER PLAT RECORDED IN BOOK 1832 PAGE 82
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS
COMMONLY KNOWN AS 61 TENNISON COURT

PIN # 07-07-32-276-004

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)_____

Kirk W. Vallandingham

Colleen M. Vallandingham

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 61 Tennison Court, and legally described as follows:

LOT 19 OF TENNISON ADDITION AS PER PLAT RECORDED IN BOOK 1832 PAGE 82 OF THE RECORDS
IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 07-07-32-276-004

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

Kirk W.

Kirk Vallandingham

61 Tennison Ct. Decatur, Ill.

Colleen Vallandingham

Colleen Vallandingham

"

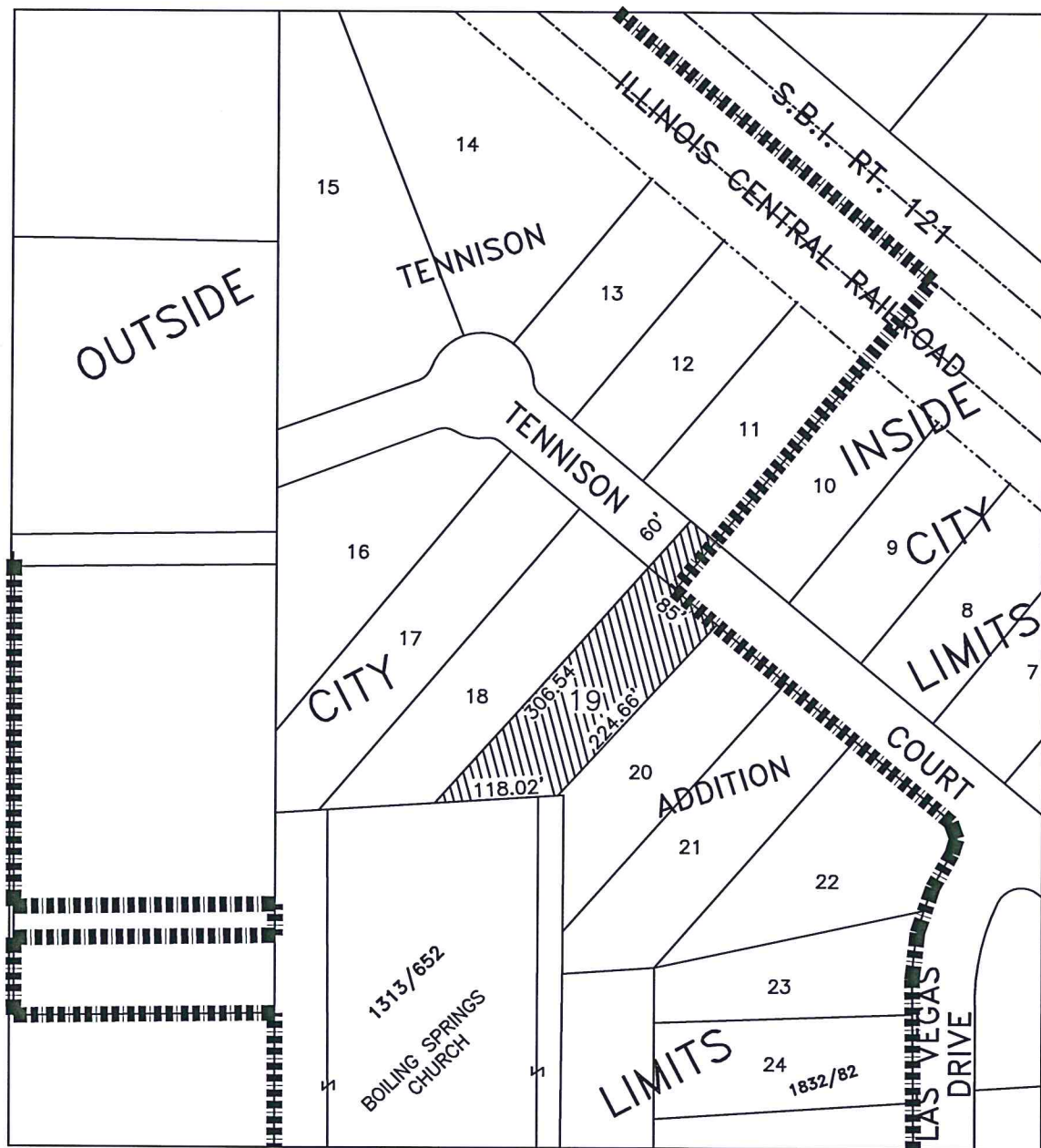
Signed and sworn to before me this 17th day of April, 2019

Tara R. Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
61 TENNISON COURT

 indicates territory annexed
 indicates existing corporate limits
0.564± acres
 AREA 0.0009± sq. miles
33± lin. ft. of public road
 HICKORY POINT township



All dimensions shown hereon are dimensions of record.
 The annexation plat has been prepared from data in
 public records and legal descriptions provided by the
 petitioner. It is not the result of a survey performed on
 the ground.

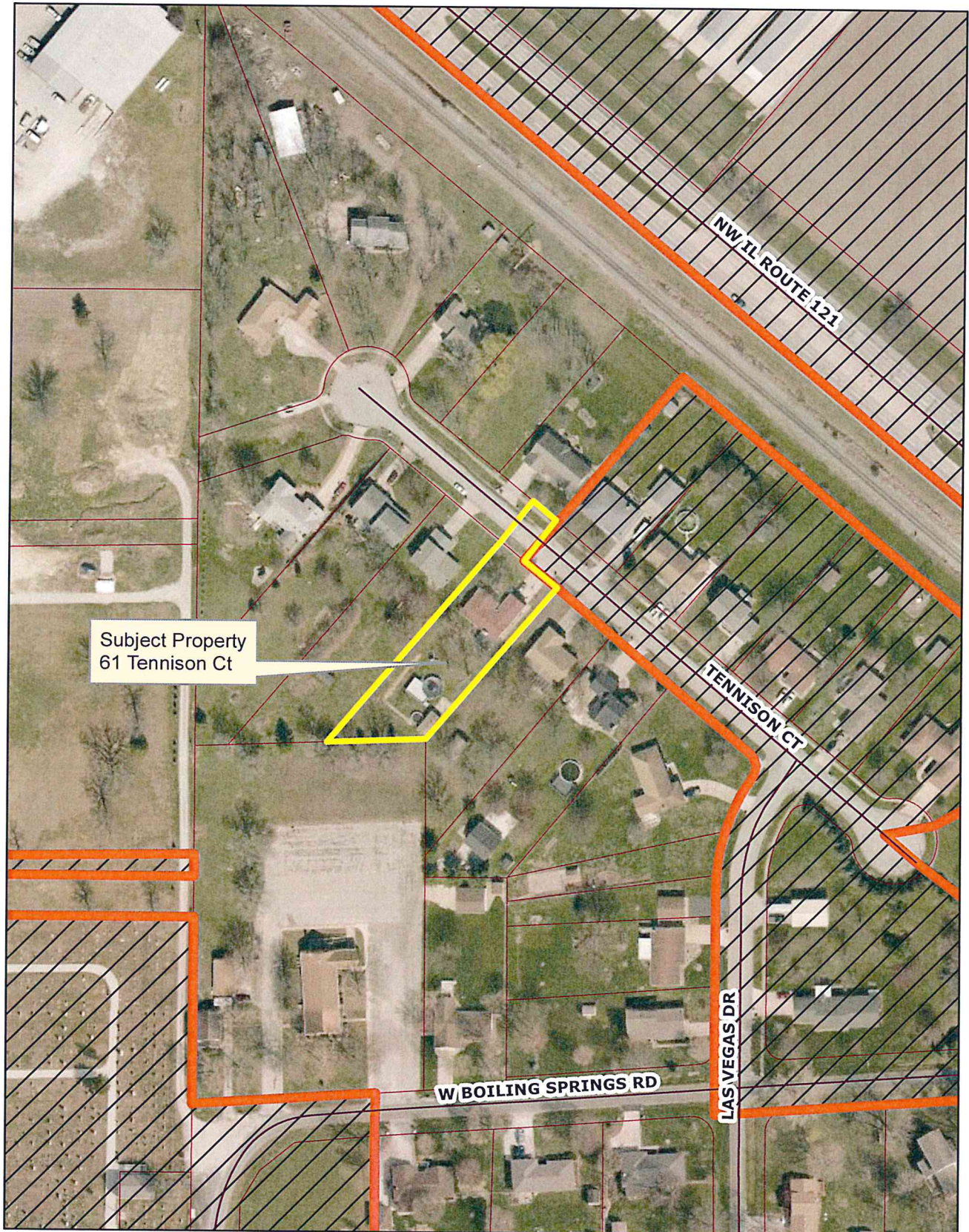
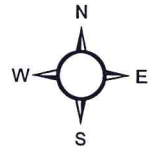
CITY ENGINEER - DECATUR, ILLINOIS
 ILLINOIS PROFESSIONAL ENGINEER # 062-062825
 LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION

DATE: _____ Page 260 of 290

Property Proposed To Be Annexed Vicinity Map For 61 Tennison Ct



Public Works

DATE: 5/23/2019

MEMO: 2019-40

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 3493 Las Vegas Drive

SUMMARY RECOMMENDATION: Staff recommends that the Ordinance annexing territory at 3493 Las Vegas Drive be approved.

BACKGROUND:

The subject property is contiguous to Decatur City limits. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside the City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and 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.

ATTACHMENTS:

Description	Type
2019-40 Ordinance Annexing Territory 3493 Las Vegas Drive	Ordinance
2019-40 Vicinity Map 3493 Las Vegas Drive	Backup Material

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
3493 LAS VEGAS DRIVE**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Barbara Chase, requesting that there be annexed to the City territory described as:

LOT 22 AND THE NORTH HALF OF LOT 23 OF TENNISON ADDITION AS PER PLAT RECORDED IN BOOK 1832 PAGE 82 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS. FORMERLY DESCRIBED AS LOT 22 OF TENNISON ADDITION. COMMONLY KNOWN AS 3493 LAS VEGAS DRIVE

PIN # 07-07-32-276-007 & 07-07-32-276-013

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.)_____

BARBARA CHASE

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as 3493 Las Vegas Drive, and legally described as follows:

LOT 22 AND THE NORTH HALF OF LOT 23 OF TENNISON ADDITION AS PER PLAT RECORDED IN BOOK 1832 PAGE 82 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.
FORMERLY DESCRIBED AS LOT 22 OF TENNISON ADDITION.

PIN # 07-07-32-276-007 & 07-07-32-276-013

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>STREET ADDRESS, CITY, STATE</u>
<u>Barbara Chase</u>	<u>BARBARA CHASE</u>	<u>3493 LAS VEGAS</u>

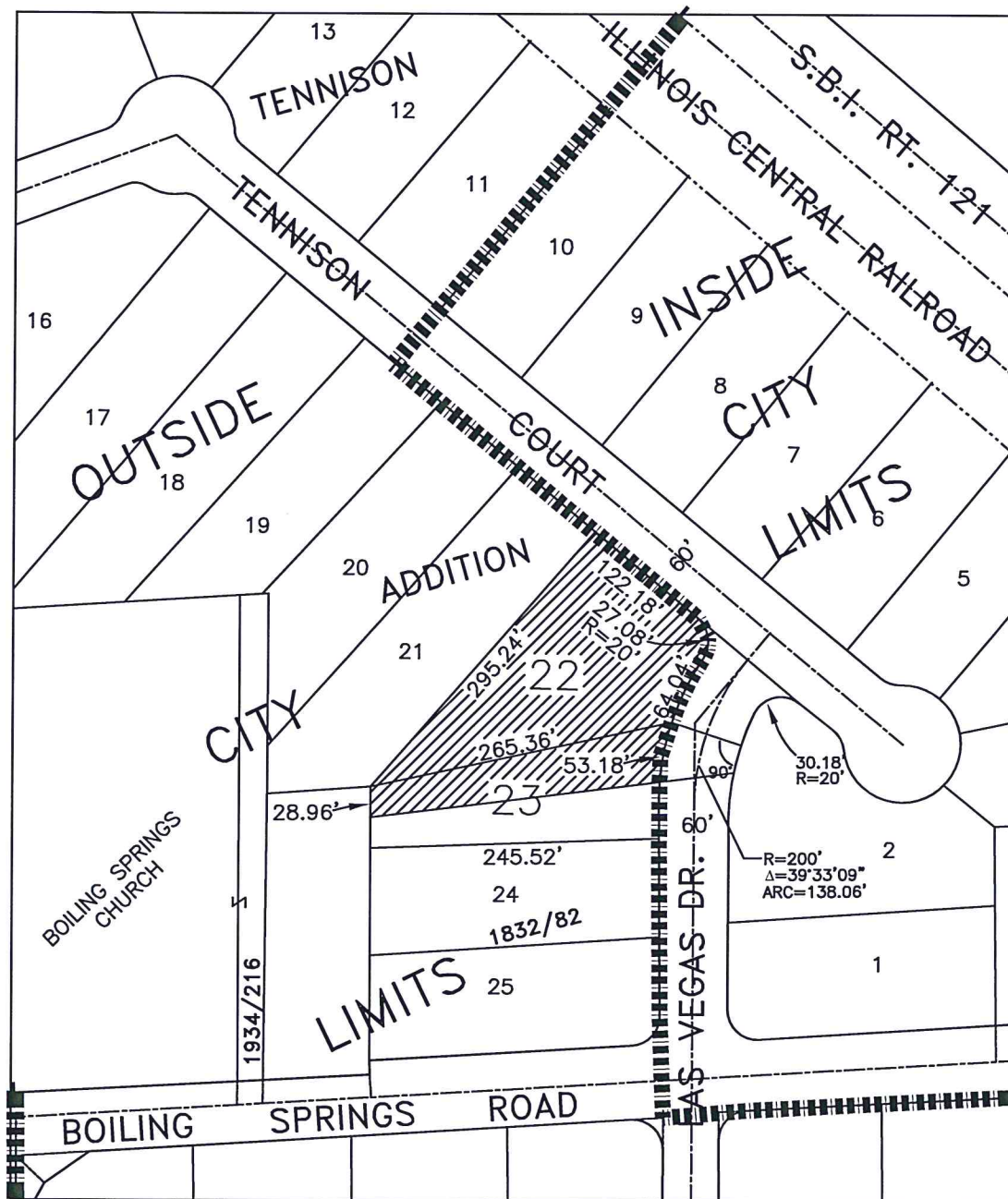
Signed and sworn to before me this 10th day of May, 2019

Tara R. Bachstein

Notary Public

(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
3493 LAS VEGAS DRIVE



indicates territory annexed



indicates existing corporate limits

1.036± acres

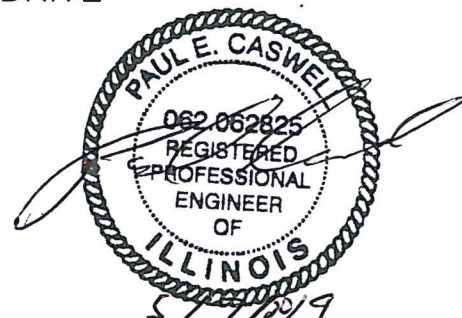
AREA 0.0016± sq. miles

0± lin. ft. of public road

HICKORY POINT township



N.T.S.



All dimensions shown hereon are dimensions of record. The annexation plat has been prepared from data in public records and legal descriptions provided by the petitioner. It is not the result of a survey performed on the ground.

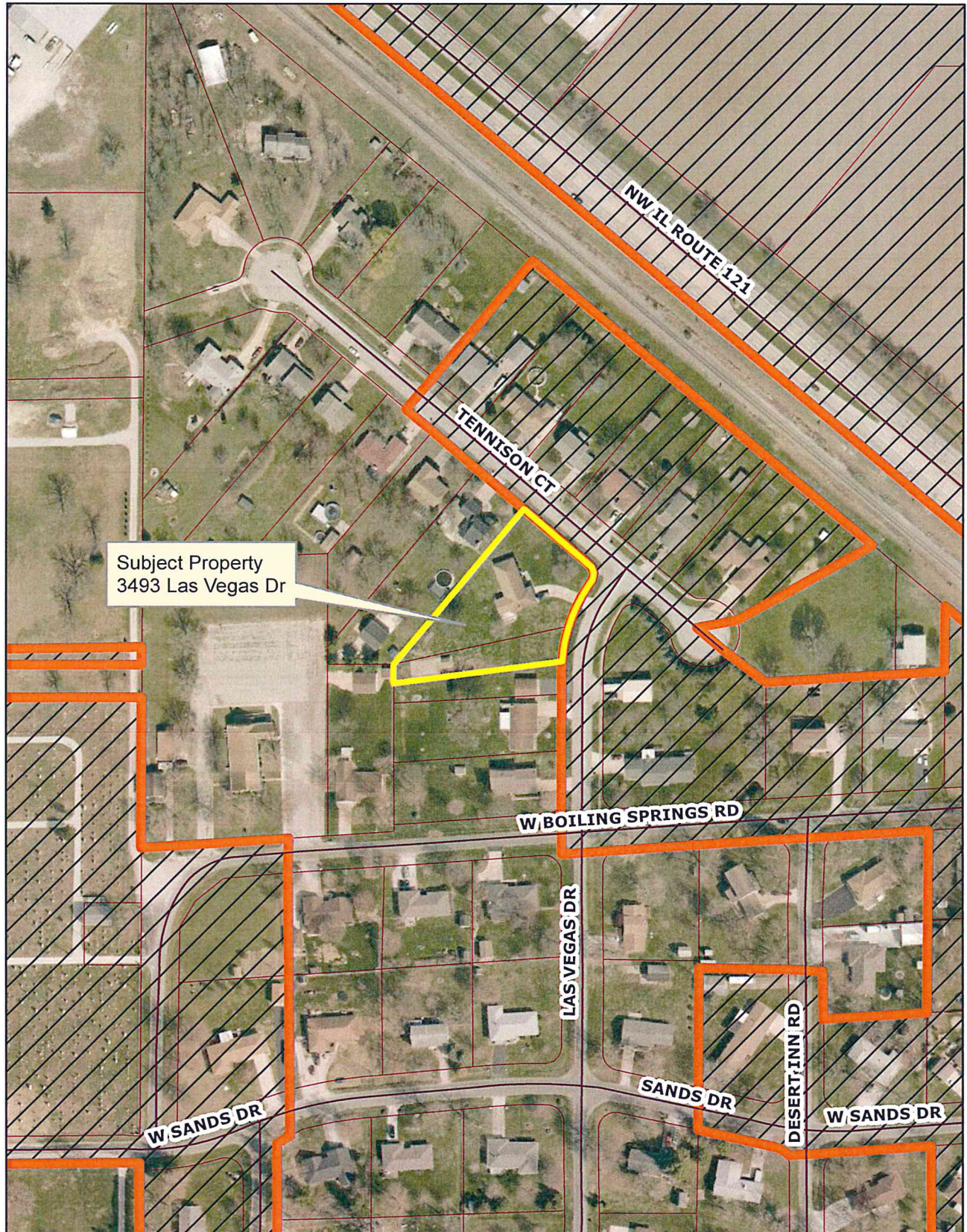
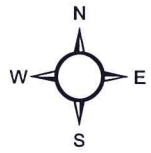
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

ORDINANCE NO: _____

DATE: _____ Page 266 of 290

Property Proposed To Be Annexed Vicinity Map For 3493 Las Vegas Dr



Public Works

DATE: 5/23/2019

MEMO: 2019-42

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Annexing Territory 49 Tennison Court

SUMMARY RECOMMENDATION: Staff recommends that the Ordinance annexing territory at 49 Tennison Court be approved.

BACKGROUND:

The subject property is contiguous to Decatur City limits. City water is currently available and connected to the subject property. This property is being annexed due to a water service agreement.

The City recently sent out thirty (30) letters advising current water service agreement holders, who are adjacent to City limits, to submit petitions to annex. There are currently 527 properties outside City limits with water service agreements. Annexing the properties will be an iterative process, in that as one property annexes, additional properties become contiguous to City limits.

PRIOR COUNCIL ACTION: None

POTENTIAL OBJECTIONS: None

STAFF REFERENCE: Matt Newell, Public Works Director and 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.

ATTACHMENTS:

Description	Type
2019-42 Ordinance Annexing Territory 49 Tennison Court	Ordinance
2019-42 Vicinity Map 49 Tennison Court Backup Material	

ORDINANCE NO. _____

**ORDINANCE ANNEXING TERRITORY
49 TENNISON COURT**

WHEREAS, there having been filed with the City Clerk, and by said Clerk presented to the Council herewith and attached as Exhibit A, the petition under oath of Martin and Melissa Leathers, requesting that there be annexed to the City territory described as:

LOT 21 OF TENNISON ADDITION AS PER PLAT RECORDED IN BOOK 1832 PAGE 82
OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS
COMMONLY KNOWN AS 49 TENNISON COURT

PIN # 07-07-32-276-006

WHEREAS, it appears said petition is signed by the owners of record of all land within such territory and by at least 51% of the electors residing therein, and that said territory is contiguous to the City and not within the corporate limits of any city, village or incorporated town or other municipality, and,

WHEREAS, notice of intention to take action for annexation has been given as required.

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

Section 1. That said petition and the request thereof be, and the same are hereby, approved.

Section 2. That said territory hereinabove described, along with all parts of public highways therein or next and adjacent thereto not heretofore annexed, if any, be, and the same are hereby, annexed to and are incorporated into the limits of the City of Decatur, Illinois, a municipal corporation.

Section 3. That a plat of said annexed premises is attached hereto as Exhibit B and hereby made a part hereof.

Section 4. That the City Clerk shall cause certified copies of this ordinance to be filed with the County Clerk and recorded by the Recorder of Deeds of Macon County, Illinois.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June 2019.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK

PETITION FOR ANNEXATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF DECATUR, ILLINOIS:

The undersigned, under oath, respectfully represents as follows:

1. That he/she is an owner of record, or an elector (person registered to vote) residing therein, of all the property herein described.
2. That at least 51% of the electors (person(s) registered to vote) who reside on the property herein described have signed and do join in the petition.
3. That the property herein described is not within the corporate limits of any municipality.
4. That the property herein described is contiguous (adjacent) to the City of Decatur.
5. That only the following listed adult person(s) (over 18 years of age) reside in the property to be annexed. (Please list the name of each adult person residing in the property to be annexed, including middle initial.) _____

Martin Leathers

Melissa Leathers

6. That the petitioner(s) request(s) that the City of Decatur, annex the property commonly described as, 49 Tennison Court, and legally described as follows:

LOT 21 OF TENNISON ADDITION AS PER PLAT RECORDED IN BOOK 1832 PAGE 82 OF THE RECORDS IN THE RECORDER'S OFFICE OF MACON COUNTY, ILLINOIS.

PIN # 07-07-32-276-006

WHEREFORE, petitioner(s) request(s) the above described property be annexed to the City of Decatur, in accordance with the Statutes in such case made and provided.

SIGNATURE

PRINTED NAME

STREET ADDRESS, CITY, STATE

<u>Martin Leathers</u>	<u>Martin Leathers</u>	<u>49 Tennison Ct. Decatur, IL</u>
<u>Melissa Leathers</u>	<u>Melissa Leathers</u>	<u>49 Tennison Ct. Decatur, IL</u>

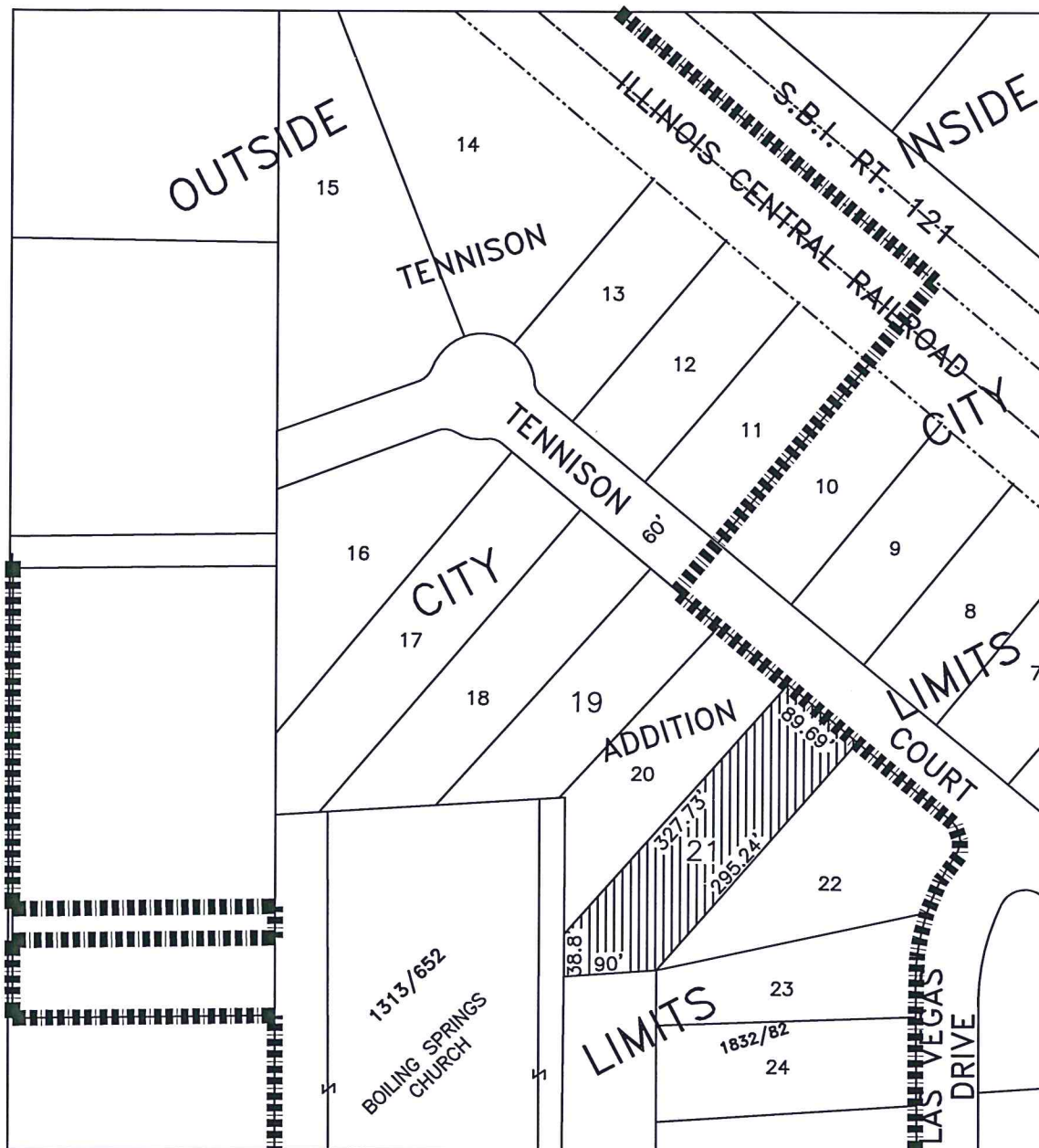
Signed and sworn to before me this 30th day of April, 20 19

Tara R Bachstein

Notary Public

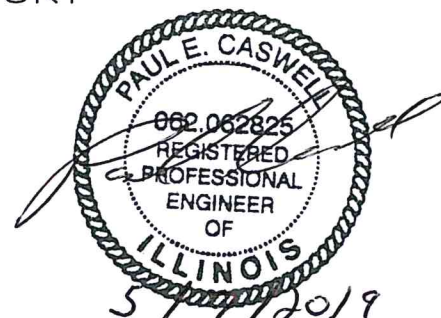
(Rev. 12/2014)





PLAT OF TERRITORY ANNEXED TO THE CITY OF DECATUR, ILLINOIS
49 TENNISON COURT

 indicates territory annexed
 indicates existing corporate limits
 0.68± acres
 AREA 0.0011± sq. miles
 0 lin. ft. of public road
 HICKORY POINT township



CITY ENGINEER - DECATUR, ILLINOIS
ILLINOIS PROFESSIONAL ENGINEER # 062-062825
LICENSE EXPIRES NOV. 30, 2019

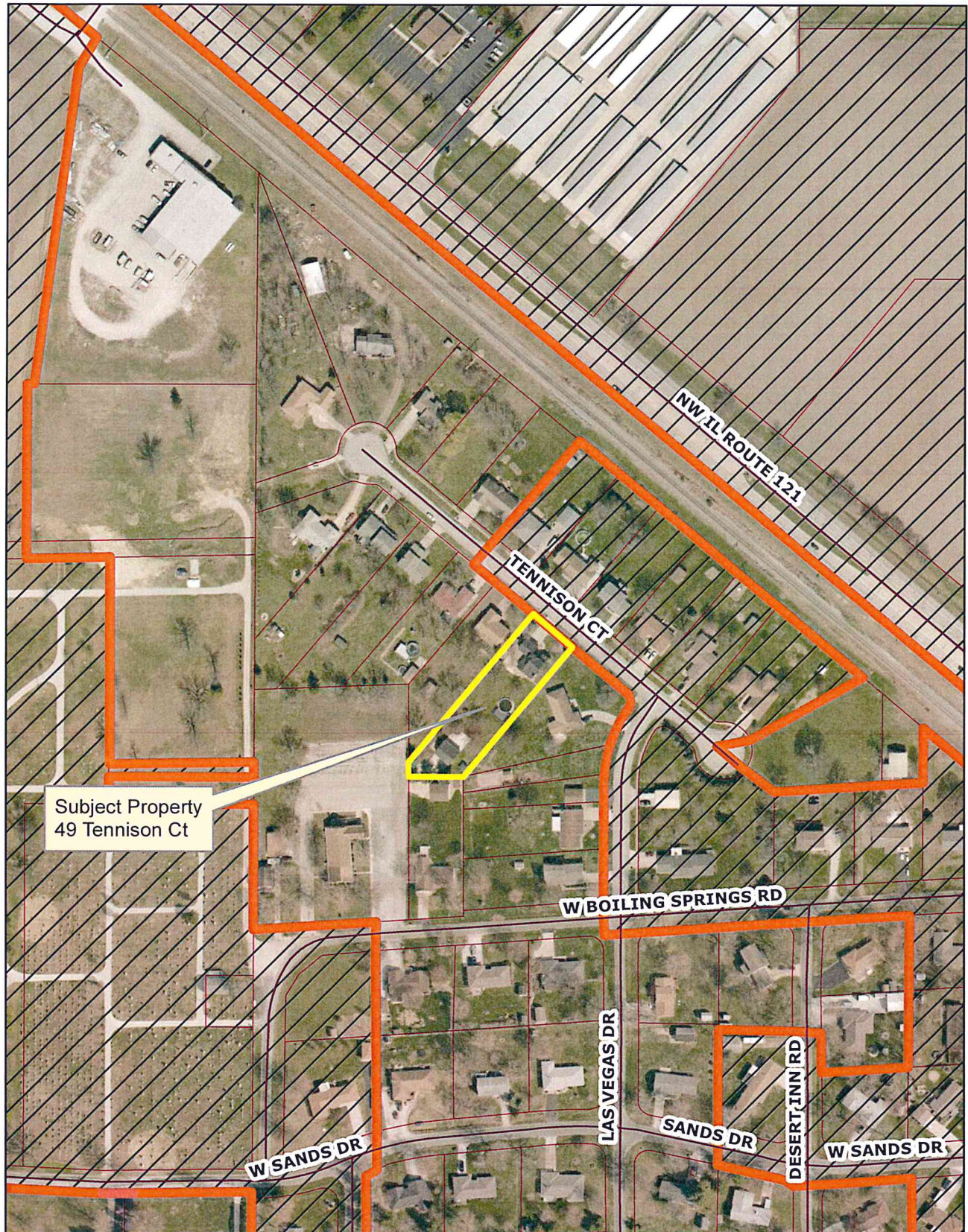
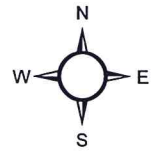
ORDINANCE NO: _____

DATE: _____ Page 272 of 290

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

All dimensions shown hereon are dimensions of record.
The annexation plat has been prepared from data in
public records and legal descriptions provided by the
petitioner. It is not the result of a survey performed on
the ground.

Property Proposed To Be Annexed Vicinity Map For 49 Tension Ct



ATTACHMENTS:

Description	Type
Civil Service Commission, April 2, 2019 Minutes	Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
April 2, 2019

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: VICE CHAIR Sheri Hagen
COMMISSIONER Greg Spain
COMMISSIONER Sarah Creek
SECRETARY Penny Rogers
ADMINISTRATIVE SECRETARY Sherry Beasley
ABSENT: CHAIR Tony Wilkins

Call to Order

Vice Chair Hagen called the meeting to order at 11:30 a.m.

Roll Call

Three out of Four Commissioners were present at the time of roll call. Vice Chair Hagen declared a quorum does exist to conduct and approve business.

Vice Chair Hagen called for Appearance of Citizens:

There was none.

The Minutes of the March 5, 2019 regular meeting were presented. Commissioner Spain moved that the March 5, 2019 regular meeting minutes be approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, and Hagen voted aye. Secretary Rogers declared the motion carried.

Commissioner Creek moved to recess to Closed Session for the purpose of discussing personnel actions, seconded by Commissioner Spain, and upon call of the roll, Commissioners Creek, Spain, and Hagen voted aye. Secretary Rogers declared the motion carried.

Commissioner Spain moved to return to Open Session, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Hagen, and Creek voted aye. Secretary Rogers declared the motion carried.

Vice Chair Hagen called for Unfinished Business:

Authorization Request to Approve Final Scores and Eligible Register for Service Worker, Commissioner Creek, moved the Authorization Request be received, placed on file, and approved, seconded by commissioner Spain, and upon call of the roll, Commissioners Hagen, Creek, and Spain voted aye. Secretary Rogers declared the motion carried.

Vice Chair Hagen called for New Business:

Personnel Actions

Commissioner Creek moved that the administrative leave with pay, suspension, leave of absence request, civil service status, and probationary resignation be received, placed on file, and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners, Spain, Creek, and Hagen voted aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Senior Clerk Typist, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, and Hagen vote aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Police Patrol Officer, Commissioner Creek moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners Spain, Creek, and Hagen vote aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Police Patrol Officer – Lateral Transfer, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, and Hagen vote aye. Secretary Rogers declared the motion carried.

Authorization Request to Approve Job Announcement & Establish Eligible Register for Library Page (Half Time) – Internal, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, and Hagen vote aye. Secretary Rogers declared the motion carried.

CIVIL SERVICE COMMISSION

OPEN SESSION MINUTES

April 2, 2019

Page 2

Approval of Revision to Chief Water Plant Operator Job Description, Commissioner Creek moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Spain, and upon call of the roll, Commissioners Spain, Creek, and Hagen vote aye. Secretary Rogers declared the motion carried.

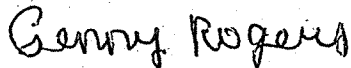
Approval of Revision to Library Clerk I Job Description, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, and Hagen vote aye. Secretary Rogers declared the motion carried.

Approval of Revision to Library Assistant Job Description, Commissioner Spain moved the Authorization Request be received, placed on file, and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Spain, Creek, and Hagen vote aye. Secretary Rogers declared the motion carried.

Vice Chair Hagen called for Other Business:

There being no other business, Commissioner Creek moved to adjourn the meeting, seconded by Commissioner Spain, and upon call of the roll, Commissioners Spain, Creek, and Hagen voted aye. Secretary Rogers declared the meeting adjourned at 12:00 p.m.

Respectfully Submitted,



Penny Rogers
Secretary

City Clerk

DATE: 5/28/2019

MEMO: 2019-22

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Clerk
Kim Althoff, City Clerk

SUBJECT: Council is asked to pass the proposed Resolution approving the appointment of Scot Wrighton to DCDF.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Scot Wrighton

DCDF

05/01/2020

DATED this 3rd day of June, 2019.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2019_____

RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 3rd day of June, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 3rd day of June, 2019.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 5/28/2019

MEMO: 2019-23

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointments - DCDF

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointments of Julie Moore Wolfe, Raymond Lai, Gregg Zientara, Glenn Livingston, Tony Wilkins and William Francisco to DCDF.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointment by the Mayor of the following named as members of the boards or commissions set opposite their respective names, to serve terms expiring upon the dates set opposite their respective names or until their respective successors are appointed and qualified:

Julie Moore Wolfe	DCDF	05/01/2020
Raymond Lai	DCDF	05/01/2020
Gregg Zientara	DCDF	05/01/2020
Glenn Livingston	DCDF	05/01/2020
Tony Wilkins	DCDF	05/01/2020
William Francisco	DCDF	05/01/2020

DATED this 3rd day of June, 2019.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2019_____

RESOLUTION APPROVING APPOINTMENTS

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

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

PRESENTED AND ADOPTED this 3rd day of June, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 3rd day of June, 2019.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 5/26/2019

MEMO: 2019-20

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block North Water Street from East Main Street to South Park Street and from Prairie Avenue to East Main Street - Decatur Area Arts Council

SUMMARY RECOMMENDATION: Staff requests City Council approve the proposed Ordinance allowing the consumption of alcohol on public rights-of-way on Saturday, August 24, 2019, during the Decatur Craft Beer Festival.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. 2019-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF
ALCOHOLIC LIQUOR ON PUBLIC RIGHTS-OF-WAY
100 BLOCK NORTH WATER STREET
FROM EAST MAIN STREET TO SOUTH PARK STREET AND
FROM PRAIRIE AVENUE TO EAST MAIN STREET
- DECATUR AREA ARTS COUNCIL -**

WHEREAS, Decatur Area Arts Council has requested the closure of the northbound lane of the 100 block of North Water Street from East Main Street to South Park Street and the southbound lane of 100 North Water Street from Prairie Avenue to East Main Street for the Decatur Craft Beer Festival; and,

WHEREAS, it is the intention of Decatur Area Arts Council to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the northbound lane of the 100 block of North Water Street from East Main Street to South Park Street and the southbound lane of 100 North Water Street from Prairie Avenue to East Main Street requires the express approval of the City Council.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed, alcoholic beverages may be consumed in the northbound lane of the 100 block of North Water Street from East Main Street to South Park Street and the southbound lane of 100 North Water Street from Prairie Avenue to East Main Street, said day and hours being particularly described as follows:

Saturday, August 24, 2019

1:00 p.m. – 6:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Decatur Area Arts Council providing to the City of Decatur an agreement which will hold the City harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Decatur Area Arts Council prior to reopening public rights-of-way.

Section 5. That except as otherwise provided herein, the provisions of Section 34(a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Client Service Team	
	PHONE (A/C, No, Ext): 630-694-4268	FAX (A/C, No): 630-694-4401
	E-MAIL ADDRESS: Select_Certificates@ajg.com	
INSURED Decatur Area Arts Council 125 N. Water Decatur IL 62523	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Frankenmuth Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1401589550**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		6620474	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			6620473	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			6620474	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6620472	4/1/2019	4/1/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			6620474	4/1/2019	4/1/2020	Occ & Agg \$1,000,000

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

City of Decatur is shown as an additional insured solely with respect to General Liability coverage as evidenced herein as required by written contract with respect to The Decatur Craft Beer Festival on Friday, August 23, 2019 Saturday, August 24, 2019

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur
One Gary K. Anderson place
Decatur IL 62523

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Decatur Area Arts Council, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property for the Decatur Craft Beer Festival on the following date and time:

Saturday, August 24, 2019

1:00 p.m. - 6:00 p.m.

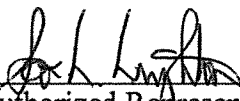
by the sponsoring agency, its officers, agents, employees, and registrants.

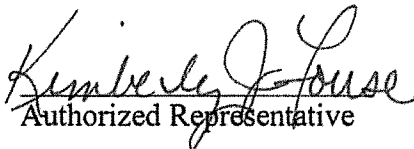
Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:

For Sponsoring Agency:
Decatur Area Arts Council


Authorized Representative


Authorized Representative

5/24/2019
Date

5.23.19
Date

City Clerk

DATE: 5/26/2019

MEMO: 2019-21

TO: Mayor Julie Moore Wolfe and City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Ordinance Authorizing Consumption of Alcoholic Liquor on Public Rights-of-Way 100 Block of South Oakland Avenue - Lock Stock & Barrel Bike Night

SUMMARY RECOMMENDATION: Staff requests City Council approve the proposed Ordinance allowing the consumption of alcohol on public rights-of-way on Thursday, June 20, 2019, during the Lock Stock & Barrel Bike Night event.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Supporting Documentation	Backup Material

ORDINANCE NO. 2019-_____

**ORDINANCE AUTHORIZING CONSUMPTION OF ALCOHOLIC LIQUOR
ON PUBLIC RIGHTS-OF-WAY
100 BLOCK SOUTH OAKLAND AVENUE
-LOCK STOCK & BARREL BIKE NIGHT-
June 20, 2019**

WHEREAS, Lock Stock & Barrel has requested the closure of the 100 block of South Oakland Avenue between West Main Street and West Wood Street for Lock Stock & Barrel's Bike Night; and,

WHEREAS, it is the intention of Lock Stock & Barrel to offer alcoholic beverages for sale to patrons for consumption at this event; and,

WHEREAS, such consumption of alcoholic liquor in the 100 Block South Oakland Avenue between West Main Street and West Wood Street requires the express approval of the City Council.

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

Section 1. That on the day listed herein, and only on such day, between the hours listed opposite said day, alcoholic beverages may be consumed in the 100 Block South Oakland Avenue, between West Main Street and West Wood Street, said day and hours being particularly described as follows:

Thursday, June 20, 2019

5:00 p.m. – 8:00 p.m.

Section 2. That no alcoholic beverage may be consumed as provided herein unless such alcoholic beverage is in a plastic or paper cup.

Section 3. That this ordinance is expressly conditioned and approved upon Lock Stock & Barrel providing to the City of Decatur an agreement which will hold the City of Decatur harmless for any and all damages incurred by persons attending this event and indemnifying the City for any and all damages and lawsuits.

Section 4. That all debris shall be removed by Lock Stock & Barrel prior to reopening public rights-of-way.

Section 5. That except as otherwise provided herein, the provisions of Section 34 (a) of Chapter 52 of the City Code remain in full force and effect.

PRESENTED, PASSED, APPROVED AND RECORDED this 3rd day of June, 2019.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Singer Insurance Agency 109 South Vine Street P.O. Box 18 Arthur, IL 61911 William W. Singer		217-543-3737		CONTACT NAME: PHONE (A/C, No, Ext): 217-543-3737 FAX (A/C, No): 217-543-3743 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Specialty Risk of America INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED LSB One, Inc. 129 S Oakland Decatur, IL 62521					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			10-2012-4601	12/28/2018	12/28/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability			10-2011-226	12/28/2018	12/28/2019	Liquor Liability \$ 1,000,000

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

Coverage for Bike Night on the following date: 6/20/2019 in the 100 Block of South Oakland Avenue.

CERTIFICATE HOLDER

CIDE001

City Of Decatur
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

HOLD HARMLESS and INDEMNIFICATION AGREEMENT

Lock, Stock & Barrel, hereafter referred to as the "sponsoring agency", for itself, and its successors and assigns, agrees to indemnify and save the City of Decatur, Illinois, its officers, agents, and employees harmless against any and all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to, or death of any person or persons, which may arise in connection with the use of City of Decatur property, 100 Block of South Oakland Avenue, for Lock, Stock & Barrel Bike Night, the following date and time:

Thursday, June 20, 2019, 5:00 p.m. - 8:00 p.m.

by the sponsoring agency, its officers, agents, employees, and registrants.

Furthermore, the sponsoring agency agrees to provide the City of Decatur evidence of third party liability insurance coverage for the event in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, for property damage, and personal and bodily injury, including death.

If permission is granted for this event, evidence of liquor liability insurance coverage in an amount not less than \$1,000,000 per occurrence and aggregate must also be provided. The City of Decatur, Illinois, must be named as additional insured on both policies for the duration of the Event. Sponsoring agency's insurance will be primary.

For City of Decatur, Illinois:



Authorized Representative

5/30/2019

Date

For Sponsoring Agency:
Lock, Stock & Barrel



Authorized Representative

5-30-19

Date