



**Monday, May 2, 2022
5:30 PM
City Council Chambers**

CITY COUNCIL AGENDA

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Proclamations and Recognitions

III. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

IV. Approval of Minutes

Approval of Minutes of April 11, 2022 Special City Council Meeting

Approval of Minutes of April 18, 2022 City Council Meeting

V. Unfinished Business

1. Ordinance Granting a Conditional Use Permit in the M-2 Heavy Industrial District to allow for an Automotive Salvage Operations at 3696 Greenswitch Road

VI. New Business

1. Resolution Authorizing a Professional Engineering Services Agreement with INTERA Inc. for Vulcan Pit, Rhodes Landfill and Source Water Protection Plan, City Project 2022-22
2. Resolution Accepting the Bid Authorizing the Execution of a Contract with Entler Co, Inc. for 2022 Miscellaneous Sanitary and Storm Sewer Improvement Project, City Project 2022-09
3. Resolution Accepting the Bid and Authorizing the Execution of a Contract with E.L. Pruitt Co. for 2022 Storm Drainage Improvement Project
4. Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code, City Project 2022-08, Asphalt

5. Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code, City Project 2022-11, Concrete
6. Resolution Authorizing Support Services Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System
7. Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc for the MUNIS Enterprise Financial Software Suite
8. Resolution Accepting Bodine Communications Change Order #3 related to the Original Bodine Bid for Underground Fiber Construction of Fiber Extensions, Resolution # R2021-73, to Provide a 2,552 foot City Fiber Extension down South State Route 51, 2021 Fiber Project Number ITFIBER-01
9. Resolution Authorizing the Lighting Upgrade Project for the Decatur Police Department Facilities
10. Receiving and Filing of Minutes of Boards and Commissions

VII. Other Business

VIII. Recess to Closed Executive Session

Recess to Closed Executive Session under Open Meetings Act Section (2)(c)(1) the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body and Section 2(c)(5) the Purchase or Lease of Real Property for the Use of the Public Body

IX. Adjournment

Council Information - Lake Decatur Watershed Protection Program - 1st Quarter 2022 Report

SUBJECT: Approval of Minutes of April 11, 2022 Special City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of April 11, 2022 City Council Study Session	Backup Material

SPECIAL CITY COUNCIL MINUTES

Monday, April 11, 2022

On Monday, April 11, 2022, the City Council of the City of Decatur, Illinois, met in Special 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, Bill Faber, Ed Culp, Dennis Cooper and Lisa Gregory. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

Mayor Moore Wolfe called for Appearance of Citizens and the following citizens provided comments to the Council: Abeer Motan and Justin Phillips.

With no other Appearance of Citizens, Mayor Moore Wolfe called for a Study Session on an Overview of Neighborhood Revitalization Strategies and Initiatives.

City Manager Wrighton gave an overview of the Study Session.

Mr. Scot Goldstein, consultant with Teska Associates, Inc. gave a presentation on housing data, strategies, placemaking ideas and defining targeted areas.

Mr. Cordaryl “Pat” Patrick, Director of Economic and Community Development, Greg Crowe and Richelle Dunbar, Assistant Directors of Economic and Community Development, presented eight recommendations to Council members based on the housing analysis completed by Teska to address some of the housing challenges in Decatur utilizing American Rescue Plan Act funds (ARPA). The recommendations are as follow: Recommendation #1, Launch an owner-occupied rehab program. Councilman Faber exited the Council Chambers at 6:10 p.m. and returned at 6:13 p.m. Recommendation #2, Investment in personal capital by partnering with Land of Lincoln Credit Union. Recommendation #3, Partner with Community Investment Corporation of Decatur and Justine Peterson. Councilwoman Gregory exited the Council Chambers at 6:27 p.m. and returned at 6:30 p.m. Recommendation #4, Launch a small housing repair program in partnership with Northeast Community Fund. Councilman Horn exited the Council Chambers at 6:50 p.m. and returned at 6:52 p.m. Recommendation #5. Partner with the Decatur Building and Construction Trades and Workforce Investment Solutions by providing abandoned properties through the current partnership with the Central Illinois Land Bank Authority. Councilman Faber exited the Council Chambers at 6:53 p.m. and returned at 6:55 p.m. Recommendation #6. Conduct a Brownfields-funded assessment of contaminated sites in Decatur. Recommendation #7. Enter into a redevelopment agreement to repurpose Garfield

School, if approved by Illinois Housing Development Authority Recommendation #8. Deploy the principles of “Great Streets” to incentivize catalyst projects and improve placemaking on selected corridors in the urban core.

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

The following citizens provided comments to the Council: Jeff Bennett, Justin Phillips, Kathy Williams and Karl Coleman.

With the conclusion of the Study Session, Mayor Moore Wolfe called for New Business.

R2022-69 Resolution Authorizing City Manager to Purchase Property Located at 805 East Johns Avenue, Decatur, Illinois, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

With no other New Business, Mayor Moore Wolfe called Adjournment.

Councilwoman Gregory moved the Special City Council meeting be adjourned, seconded by Councilman Kuhle and upon call of the roll, Council members David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe declared the Special City Council meeting adjourned at 7:38 p.m.

Approved _____
Kim Althoff
City Clerk

ATTACHMENTS:

Description

Type

Minutes of April 18, 2022 City Council
Meeting

Backup Material

CITY COUNCIL MINUTES
Monday, April 18, 2022

On Monday, April 18, 2022, 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 Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber, Ed Culp and Dennis Cooper. Mayor Moore Wolfe declared a quorum present.

City Manager Scot Wrighton attended the meeting as well.

Mayor Moore Wolfe led the Pledge of Allegiance.

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

Mayor Moore Wolfe called for Approval of the Minutes.

The minutes of the April 4, 2022, City Council meeting were presented. Councilwoman Gregory moved the minutes be approved as written; seconded by Councilman Kuhle and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Councilman Faber abstained from the vote. Mayor Moore Wolfe declared the motion carried.

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

City Manager Wrighton presented the Treasurer's Financial Report.

2022-16 Ordinance Amending City Code Chapter 66 Regulation of Lake Decatur, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Mayor Moore Wolfe and Councilman Culp recused themselves from the discussion and vote.

Mayor Moore Wolfe turned the meeting over to Councilwoman Gregory for discussion on the item.

City Manager Wrighton gave an overview of the Ordinance and answered questions from Council members regarding fees.

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

R2022-70 Resolution Accepting the Doggett Freightliner of South Texas LLC Quote Price for One (1) Pothole Patch Truck, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

Public Works Director Matt Newell answered questions from Council members regarding funding for the truck.

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

R2022-71 Resolution Authorizing Execution of Inter-Governmental Grant Agreement with State of Illinois, Illinois Environmental Protection Agency, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

2022-17 Ordinance Rezoning Property from R-5 Two-Family Residence and R-6 Multiple Dwelling to SPD Special Planned Development District - Public Safety Training Property to the South, West Rotary Way to the West, Rotary Park to the North and Red Tail Run Golf Course to the East, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

Mr. Greg Crowe, Assistant Director of Economic and Community Development answered questions from Council members concerning the stop light at Grove Road and Route 51.

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

2022-18 Ordinance Rezoning Property from R-1 Single Family Residence District to O-1 Office District at 3035 North MacArthur Road, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Ordinance.

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

2022-19 Ordinance Rezoning Property from R-1 Single Family Residence District to O-1 Office District at 3045 North MacArthur Road, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2022-20 Ordinance Granting a Conditional Use Permit in the R-1 Single Family Residence District to Allow for the Construction of a Ground Based Satellite Dish at the Northwest Corner of Brush College Road and Hubbard Avenue, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

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

2022-21 An Ordinance Reserving 2022 Volume Cap for Private Activity Bond Issues, and Related Matters, was presented. Councilwoman Gregory moved the Ordinance do pass, seconded by Councilman Kuhle.

Mr. Greg Crowe, Assistant Director of Economic and Community Development gave an overview of the Ordinance.

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

R2022-72 Resolution Authorizing City Manager to Purchase Property Located at 333 E. Macon Street, along with 3 Additional Adjoining Parcels, Decatur, Illinois, was presented. Councilwoman Gregory moved the Resolution do pass, seconded by Councilman Kuhle.

City Manager Wrighton gave an overview of the Resolution.

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

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

Council members discussed revisiting certain fees later in the year, removing the plexiglass partitions in the Council Chambers and an increase in structure fires.

With no other Business, Mayor Moore Wolfe called for Recess to Closed Executive Session at 5:58 p.m. under Open Meetings Act Section (2)(c)(1) the Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body.

Councilwoman Gregory moved to Recess to Closed Executive Session, seconded by Councilman Kuhle and on call of the roll, Council members Lisa Gregory, David Horn, Chuck Kuhle, Bill Faber, Ed Culp, Dennis Cooper and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Council returned to the regular City Council meeting following Closed Executive Session at 7:29 p.m. Councilwoman Gregory moved the regular meeting be adjourned; seconded by Councilman Kuhle. All were in favor by voicing no objections.

Mayor Moore Wolfe declared the regular Council meeting adjourned at 7:29 p.m.

Approved _____
Kim Althoff
City Clerk

Community Development

DATE: 4/28/2022

MEMO:

TO: Mayor Julie Moore Wolfe & Decatur City Council Members

FROM: Scot Wrighton, City Manager
Greg Crowe, Planning and Development Director

SUBJECT: Ordinance Granting a Conditional Use Permit in the M-2 Heavy Industrial District to allow for an Automotive Salvage Operations at 3696 Greenswitch Road

SUMMARY RECOMMENDATION: It is recommended that the ordinance approving the conditional use permit be approved.

BACKGROUND:

Auto salvage and operation of an automobile crushing machine requires a conditional use permit regardless of its location in the city of Decatur because of the nature of such a business, and the need to attach land use conditions unique to the property.

As explained in the attached staff report, the proposed conditional use permit, as recently amended, improves the situation that would likely exist if the CUP is denied by requiring more effective fencing and sight breaks, hours of operation and other requirements.

ATTACHMENTS:

Description	Type
Council Memo	Cover Memo
Ordinance	Ordinance
Legal Dept Memo	Backup Material
Supporting Documentation	Backup Material

ECONOMIC AND COMMUNITY DEVELOPMENT MEMORANDUM
No. 22-22

April 28, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Cordaryl “Pat” Patrick, Director of Economic & Community Development
Greg Crowe, Assistant Director of Economic & Community Development

SUBJECT: Ordinance Granting a Conditional Use Permit to allow for an Automotive Salvage Operations at 3696 Greenswitch Rd

SUMMARY RECOMMENDATION: Staff recommends approval of the petition to allow a Conditional Use Permit to operate an automotive salvage operation at 3696 Greenswitch Rd with the following conditions. The conditions bold and underlined have been added or modified to the CUP Ordinance from the last Council Meeting on April 4, 2022.

The required conditions below will not only provide an aesthetic and physical barrier of the proposed salvage yard use on the site, but it’ll also improve the site as currently developed and used. Without this approved CUP with required conditions, the site will remain with the permissible towing and tire business use visible from Greenswitch Rd and neighboring properties.

1. A nine (9) foot site break fence shall be constructed to go along with the existing six (6) foot site break fence around the perimeter of the property as shown in the attached site plan labeled Exhibit A and the Business Plan labeled Exhibit B to visually screen the use from the adjacent properties and roadways. Both the existing and new site break fence shall be maintained in good condition to stay in compliance with this Conditional Use Permit and the City’s Zoning Ordinance. A site break fence as defined in the City’s Zoning Ordinance and for this conditional use permit is “A physical barrier designed to screen buildings or uses from adjacent properties.”
2. No stored and/or salvaged automotive vehicles and parts shall be visible from adjoining properties and roadways and shall not be stacked any higher than nine (9) feet.
3. No products or materials besides automotive vehicles and parts and equipment for the salvage and recycling of those vehicles and parts shall be salvaged or stored on the site.
4. The vehicle crusher shall not be used between the hours of **8:00 PM and 8:00 AM.**
5. In accordance with the City’s Zoning Ordinance Performance Standards for uses in the M-2 Heavy Industrial District no operations on this site, including but not limited to the use of the vehicle crusher, shall produce a source of sound in such a manner as to create a sound level which exceeds 80 dBA, when measured in accordance with the American Standard for the Physical Measurement of Sound. Such measurement shall take place at the property line of this site.
6. **The petitioner, Shaner’s Towing, shall provide the City Economic & Community Development Department an annual report, before December 31 of each year, confirming that the site is in compliance with all of the conditions of this CUP Permit. Any conditions not being met shall be cause for City revocation of the CUP.**

In addition to the petitioner's required annual report submittal, City Staff will perform an annual inspection of the site to confirm all conditions are being met. City Staff will be providing annual inspection for all Conditional Use Permits approved by the City Council.

The City Plan Commission voted 7-0 to recommend approval of the petition at the December 9, 2021 meeting. The minutes of the meeting are attached.

BACKGROUND: The subject site is approximately 10.37 acres and currently contains a towing and tire business. The request to allow for a conditional use permit for an automotive salvage operations is to allow Shaner's Towing and Tire, Inc. to store and salvage automobiles and automotive parts. The petitioner's business of towing inoperable vehicles has increased triggering the need to expand the business on site for automobile salvage operations.

According to Section XXIII.A.3. of the City's Zoning Ordinance, there are three standards which must be met in order to grant a conditional use permit. The first standard requires that the use be "necessary for the public convenience at the location." The petitioner's need for the CUP, as stated in their Business Plan, is to "safely and economically dispose of all vehicles that have not been reclaimed by vehicles owners. This will insure Shaner's Towing can have adequate space to function and so there will be no accumulation of vehicles that will create an "eye sore" in the City of Decatur." The proposed operations of Shaner's Towing is a needed use for the City's residents and the CUP will allow for the site to be used functionally for such use while the surrounding properties are protected.

The proposed use also meets the second standard in which the facility is located and designed to be operated in a way the public health, safety and welfare will be protected. The proposed and existing site break fence along with the property being heavily wooded to the northeast and part of the west boundary will screen and secure the use from neighboring uses and roadways. The limited hours for the use of the vehicle crusher along with the maximum noise requirements in the CUP will provide further protection for surrounding properties. The petitioner has also met with the IL EPA and an environmental consultant to ensure the development and proposed use of the site does not have a detrimental effect on the natural creek and creek bed north of the lot.

Last, the improvement to the property with the required conditions of the permit including the site break fence and screening requirements, maximum noise provisions, limited hours and use restrictions should not cause injury to the value of other properties in the areas meeting the third standard. Also, the proposed use with the required conditions in the Conditional Use Permit Ordinance is generally compatible with the surrounding area and consistent with the Comprehensive Plan and intent of the Zoning Ordinance.

For further details, please refer to the attached Plan Commission staff report.

POTENTIAL OBJECTION: There were no objectors present at the Plan Commission meeting. Objectors were present at the December 20, 2022 City Council meeting and had voiced concerns regarding the site not being able to be licensed through the State for both automotive recycling and towing operations. The Petitioner met with staff from the IL Secretary of State's office and provided City staff with an email from the IL Secretary of State confirming that a Tow Company

and Automotive Parts Recycler can share the same property because a tow company is related to the “operation of automobiles.”

INPUT FROM OTHER SOURCES: The Legal Department has provided assistance in the drafting of the Conditional Use Permit Ordinance and has provided a memorandum outlining the legal parameters for zoning and conditional use permit decisions along with notice requirements which is attached with this Council memorandum.

On January 03, 2002, City staff was notified that the public hearing notice sign was not visible on the subject site. City staff checked the site and noticed that the sign was not visible on that date. City staff re-erected public hearing notice signs on the site on that date. The City’s notice requirements are posting of the sign for 10 days prior to and up to the public hearing (Plan Commission meeting), in addition to a public notice advertised in a local newspaper 14 days prior to the public hearing that was published in the Decatur Tribune on November 24, 2022.

From the Legal Department Memo regarding Notice Requirements:

A legislative body, such as the City Council, is not required to strictly conform to its own standards in enacting a zoning ordinance as long as the resulting ordinance represents a rational means to accomplish an otherwise legitimate legislative purpose. Further, the principals of substantive and procedural due process apply at all stages of the decision-making process. A sign was posted on this property by City staff and affidavits submitted stating that the sign was posted for the length of time the zoning ordinance requires. The matter was heard at Plan Commission and at least once before the City Council. This is not an issue that should affect whether the petition should be granted.

STAFF REFERENCE: Any additional questions may be forwarded to Greg Crowe (gcrowe@decaturil.gov).

BUDGET/TIME IMPLICATIONS: None.

ORDINANCE NO. _____

**ORDINANCE GRANTING A CONDITIONAL USE PERMIT (CUP)
IN THE M-2 HEAVY INDUSTRIAL DISTRICT TO ALLOW
FOR AN AUTOMOTIVE SALVAGE OPERATIONS
- 3696 GREENSWITCH ROAD -**

WHEREAS, on the 9th day of December 2021, upon due notice, the Decatur City Plan Commission held a public hearing upon the petition of SHANERS TOWING AND TIRE, INC to allow for a Conditional Use Permit under the provisions of Section XXIII.A.2. of the Zoning Ordinance to allow for an Automotive Salvage Operations in the M-2 Heavy Industrial District on property located in the City of Decatur, Illinois and legally described as:

A part of the Northwest Quarter of the Northwest Quarter of Section 31, Township 17 North, Range 3 East of the 3rd P.M., Macon County, Illinois, described as follows: Commencing at a brass plate at the Northwest Corner of said Northwest Quarter of the Northwest Quarter of Section 31; thence Southerly along the West line of said Northwest Quarter of the Northwest Quarter, 754.35 feet to a point for a place of beginning, thence continuing Southerly along aforesaid course to a point which lies 30 feet West and 350 feet North of the intersection of the Northerly Right-of-way line of the Illinois Central Railroad with the East line of the public road lying along the West side of said Section 31; thence, Easterly to a point on the Northwesterly Right-of-way line of the Illinois Central Railroad, said point lying 453.61 feet as measured along said Northwesterly Right-of-way line from the intersection of said Northwesterly Right-of-way line with the West line of the Northwest Quarter of the Northwest Quarter of said Section 31, thence Northeasterly along said Northwesterly Right-of-way line to a point 1,323.61 feet as measured along said Northwesterly Right-of-way line from the point of intersection of said Northwesterly Right-of-way line with the West line of the Northwest Quarter of the Northwest Quarter of said Section 31; thence Northwesterly along a line perpendicular to said Northwesterly Right-of-way line 650.72 feet to a point 305.00 feet Easterly of said West line of the Northwest Quarter of the Northwest Quarter measured at right angles; thence Southerly along a line 305.00 feet East of and parallel with said West line of the Northwest Quarter of the Northwest Quarter, 427.82 feet to a point at 90 degrees to the place of beginning; thence Westerly 305.00 feet along a line perpendicular to said

Northwest Quarter of the Northwest Quarter to the place of beginning, situated in Macon County, Illinois.

Permanent Index No. 18-08-31-101-004

WHEREAS, the Decatur City Plan Commission recommended that such Conditional Use Permit be granted.

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

Section 1. That the recommendation of the Decatur City Plan Commission be hereby, received, placed on file and granted.

Section 2. That upon compliance with the conditions described herein, and in the Site Plan attached hereto and hereby made a part hereof as Exhibit A and the Business Plan attached hereto and hereby made a part hereof as Exhibit B, said herein that a Conditional Use Permit be, and it is hereby, granted to SHANERS TOWING AND TIRE, INC as the petitioner, and only to allow for an Automotive Salvage Operations in the M-2 Heavy Industrial District.

1. A nine (9) foot site break fence shall be constructed along with the existing six (6) foot site break fence around the perimeter of the property as shown in the attached site plan labeled Exhibit A and the Business Plan labeled Exhibit B to visually screen the use from the adjacent properties and roadways. Both the existing and new site break fence shall be maintained in good condition to stay in compliance with this Conditional Use Permit and the City's Zoning Ordinance. A site break fence as defined in the City's Zoning Ordinance and for this conditional use permit is "A physical barrier designed to screen buildings or uses from adjacent properties."
2. No stored and/or salvaged automotive vehicles and parts shall be visible from adjoining properties and roadways and shall not be stacked any higher than nine (9) feet.
3. No products or materials besides automotive vehicles and parts and equipment for the salvage and recycling of those vehicles and parts shall be salvaged or stored on the site.
4. The vehicle crusher shall not be used between the hours of 8:00 PM and 8:00 AM.
5. In accordance with the City's Zoning Ordinance Performance Standards for uses in the M-2 Heavy Industrial District, no operations on this site, including but not limited to the use of the vehicle crusher, shall produce a source of sound in such a manner as to create a sound level which exceeds 80 dBA, when measured in accordance with the American Standard for the Physical Measurement of Sound. Such measurement shall take place at the property line of this site.
6. The petitioner, Shaner's Towing, shall provide the City Economic & Community Development Department an annual report, before December 31 of each year, confirming that the site is in compliance with all of the conditions of this CUP Permit. Any conditions not being met shall be cause for City revocation of the CUP.

Section 3. That said Conditional Use Permit granted hereby, be, and it is hereby, made subject to the applicable provisions and requirements of Ordinance No. 3512 as amended, the

same being the Zoning Ordinance of the City of Decatur, Illinois, and that the Zoning Map of said City be amended to show the granting and existence of this Conditional Use Permit.

Section 4. That the zoning of said premises as set out herein shall be shown and verified on the Zoning District Map as in such Ordinance No. 3512 provided and said District be hereby amended and changed as herein set forth.

PRESENTED, PASSED, APPROVED AND RECORDED this 2nd day of May 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

Shaner's Towing Existing and Proposed Site Break Fence



Existing Site Break Fence
Proposed Site Break Fence

6 Feet High
9 Feet High

Shaner's Towing of Decatur

3696 Greenswitch Road

Decatur, Illinois 62526

217-875-2200

Business Plan To Establish An Auto Recycling Center



Shaner's of Decatur, currently the City of Decatur towing contractor, has plans to add an **Auto Recycling Center**, into its business model.

1. Shaner's Towing has two locations in one Decatur IL and the other in Springfield IL.
2. Shaner's Towing Decatur needs the Auto Recycling Center to safely and economically dispose of all vehicles that have not been reclaimed by vehicles owner. This will insure Shaner's Towing can have adequate space to function and so there will be no accumulation of vehicles that will create an "eye sore" in the City of Decatur.
3. The implementation of an Auto Recycling Center will align the Decatur operation with the Springfield operation.

Shaner's Towing Decatur will **NOT** be a **Public Retail Scrap/Junk Yard** but an **Auto Recycling Center**.

Credentials:

1. Licensed with the state for **towing, auto recycling, auto rebuilder, scrap processing, and auto sales.**
2. Licensed with Illinois Department of Transportation (IDOT) for the State of Illinois to train State Police as well as other organizations on **Traffic Incident Management (T.I.M)**
3. **Licenses approved by the state for over 30 years.**
4. Owner/operator in Springfield for more than 30 years
5. **Holds current contract with the City of Decatur and Decatur Police for all towing.**
6. **Held contracts for services with the City of Springfield, Sangamon County and the State of Illinois for the last 30 years.**

The plan for Shaner's Towing Decatur implementation of an Auto Recycling Center

1. Construct 9-foot fence and screen alongside of property that runs along Greenswitch which is the front of property. (Pic 2)
2. Construct 9-foot fence and screen alongside of property that runs along HWY 48 (Pic 4)
3. Construct 9-foot fence and screen alongside of property that runs along the old skating rink
4. Purchaser location which is currently contracted for a 10-year lease with plans to stay in Decatur and grow our business.
5. Shaner's Towing Decatur has already completed our groundwork The EPA came out to look at the property, specifically a creek after groundwork was finished and stated Shaner's went above and beyond the work necessary
6. Shaner's Towing Decatur has already obtained confirmation from the Illinois Secretary of State that a Towing Company and Auto Recycling Center can share the same property

How the Auto Recycling Center will be operated

1. Upon a vehicle owner's failure to claim his/her vehicle and within Statutory guidelines Shaner's Towing Decatur will secure title to the vehicle.
2. Vehicles will be examined to determine if they can be repaired and resold to the public or need to be recycled.
3. Vehicles that are to be recycled are prepped by:
 - A. Being put through a system where all fluids in the vehicle are recovered and stored in tanks where they will be stored until the fluid recycler Shaner's uses picks them up.
 - B. Having wheels with the rims removed until picked up by a wheel recycler.
 - C. Vehicles will then be crushed by our Crusher, stacked and stored on site.
 - D. Stacked cars will not be higher than the 9-foot fence that will surround the property and will be sold and transported to scrap company as soon as possible.
 - E. Noise from car crusher is no louder than engine on vehicles already used on property.
 - F. No crushing cars after 10pm.
 - G. Keep Police lot separate with separate entrance for other lot (Pic 1)
 - H. The goal of the Auto Recycling Center is to safely, timely and economically remove all unclaimed vehicles off this property, **THERE IS NO INTENT TO TURN THIS LOCATION INTO A SCRAP/JUNK YARD WHERE PARTS OFF THE VEHICLES WILL BE SOLD TO THE PUBLIC.**

The Operation of a Auto Recycling Center will allow Shaner's Towing Decatur to:

Reduce the amount of nonfunctioning/abandoned vehicles in the City of Decatur.

Provide safe and economical vehicles for sale to the citizens of Decatur.

Help provide the services as outlined in its current contract with the City of Decatur.

Continuing to work with local organizations to give cars to families who are in need.

Hire between 5-10 additional employees.

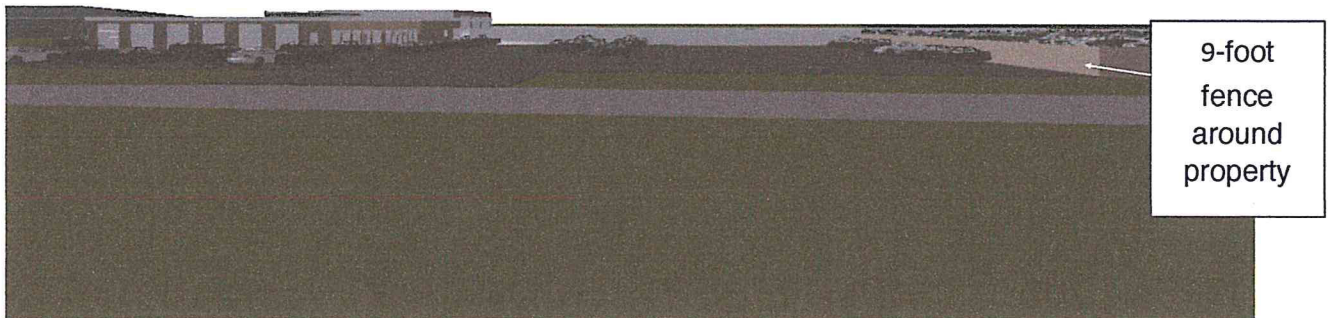
Recycling metal only uses 10% of the energy that is needed to produce new metal. Recycling leaves a smaller carbon imprint on the environment.

**SHANER'S TOWING IS ASKING THE CITY OF DECATUR TO
APPROVE A SPECIAL USE PERMIT SO IT CAN IMPLEMENT ITS PLAN
FOR A AUTO RECYCLING CENTER**

Police tow lot Pic 1



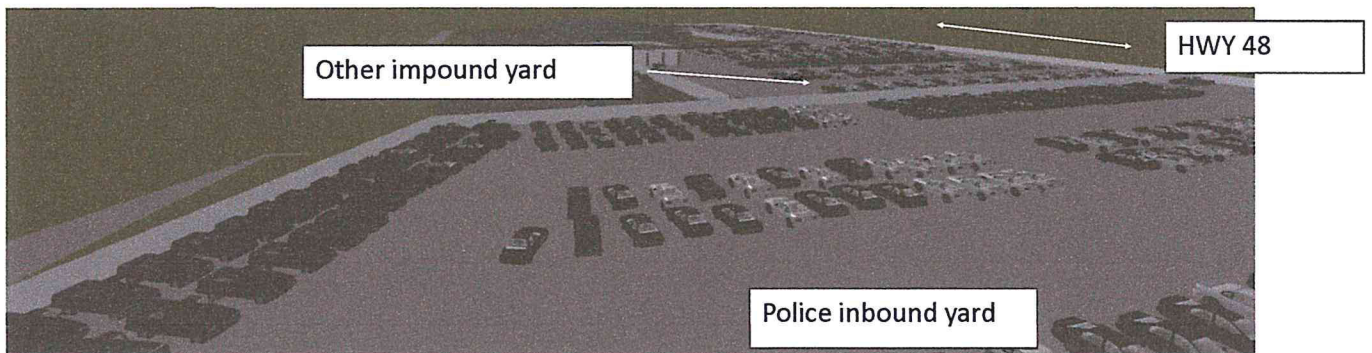
Front of Building with Fence Pic 2



Front of build with 8-foot Fence Pic 3



Property pic Pic 4



Temporary trailers to screen cars on Shaner's property from being seen along Hwy48 Pic



Temporary trailers to screen cars on Shaner's property from being see
along Hwy48 Pic6



LEGAL DEPARTMENT MEMORANDUM
2022-1

TO: Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manager
Wendy Morthland, Corporation Counsel
Kate Wrigley Pletsch, Assistant Corporation Counsel

DATE: March 7, 2022

SUBJECT: Zoning and Conditional Use Permits

A petition seeking a conditional use permit has been filed and is pending with the City of Decatur. This memo will provide Council with the legal parameters required when making their decision regarding this and future requests.

Zoning Amendments.

The City of Decatur is charged with determining the use and purpose to which a property may be devoted. The City of Decatur Zoning Ordinance provides the following:

1. The Council may, from time to time, on its own motion or on petition, amend, supplement, or change by ordinance the regulations and districts herein or subsequently established....

Zoning Ordinance Sec. XXIX.G. AMENDMENTS TO ZONING CODE AND ZONING MAP.

While the City Council has relatively broad discretion in amending the zoning ordinance, the Illinois Supreme Court has stated that such decisions may not be arbitrary, capricious, nor unrelated to the public health, safety and morals. *La Salle Nat. Bank of Chicago v. Cook County*, 12 Ill.2d 40, 46 (1957).

In order to ensure a fair decision for the property owner, the Illinois Supreme Court has established a set of factors to be considered when the municipal body makes a zoning decision, collectively known as the *LaSalle* Factors. If a zoning decision becomes the subject of litigation, the court will examine whether the municipal body properly considered evidence pertaining to **only** these factors. Thus, the City Council should carefully consider the evidence supporting each factor and refer only to the evidence supporting such factors when voting on a zoning amendment. The *LaSalle* Factors are as follows:

1. The existing uses and zoning of nearby property.
2. The extent to which property values are diminished by the particular zoning restrictions.

3. The extent to which the proposed amendment promotes the health, safety, morals or general welfare of the public.
4. The relative gain to the public as compared to the hardship imposed upon the individual property owner.

The third and fourth factors are typically considered together. The control or restriction of competition is **not** a proper or lawful zoning objective. *Bossman v. Village of Riverton*, 291 Ill. App. 3d 769, 777 (4th Dist. 1997) (emphasis added). Many zoning decisions have some indirect effect on competition, but it is improper to directly legislate economic protection for one business against the normal competitive factors basic to the economic system. *Id.*

5. The suitability of the subject property for the zoned purposes.

The law does not require that the subject property be totally unsuitable for use as it is zoned in order for the zoning restriction to be invalid. If the property cannot be reasonably developed as zoned and if the zoning restriction is unrelated to the public welfare, the restriction is not constitutional. *Amalgamated Trust & Savings Bank v. Cook County*, 82 Ill. App. 3d 370 (1st Dist. 1980).

6. The length of time the property has been vacant as zoned.
7. The care with which a community has undertaken to plan its land-use development.

Courts will look to whether there is a comprehensive zoning plan which reasonably regulates and restricts land uses for the health, safety, and welfare of the public in order to determine whether a zoning change is in harmony with the orderly use of the property. *Forestview Homeowners Association, Inc. v. Cook County*, 18 Ill. App. 3d 230 (2d Dist. 2000). The zoning of small areas that is incompatible with a zoning pattern that is compact and uniform is consistently invalidated (sometimes referred to as “spot zoning”). *Bossman*, 291 Ill. App. 3d 769. Spot zoning is a change in zoning applied only to a small area, which is out of harmony with comprehensive planning for the good of the community. *Id.*

8. Community need for the use proposed by the petitioner.

Conditional/Special Uses

A conditional use permit provides for infrequent uses that are beneficial but potentially inconsistent with normal uses. *Pioneer Trust & Savings Bank v. McHenry County*, 41 Ill.2d 77, 84 (1968). A “conditional” or “special use” is a type of property use that is expressly permitted within a zoning district by the zoning ordinance so long as the use meets certain criteria or conditions. *City of Chicago Heights v. Living Word Outreach Full Gospel Church & Ministries, Inc.*, 196 Ill.2d 1, 16 (2001). The conditional use permit may be issued under certain circumstances which allow the municipal body the opportunity to maintain a certain degree of control over the conditional use. *Consumers Illinois Water Co. v. Will County*, 220 Ill. App. 3d 93, 96 (1991). For example, pursuant to the zoning ordinance, the municipal body may grant a conditional use

allowing the property owner to operate automotive salvage operations, so long as the property owner maintains a site break fence of a certain height.

The City of Decatur Zoning Ordinance provides the City Council may by ordinance grant a conditional use permit only for the uses prescribed in the “Conditional Use” subsections of Sections V through XIV of the Zoning Ordinance. Zoning Ordinance Sec. XXIII CONDITIONAL USE REGULATIONS. The Council may impose appropriate conditions and safeguards, including a specified time period for the permit, to conform to the comprehensive plan, and to conserve and protect property values in the neighborhood.

For example, a property zoned M-2 Heavy Industrial District can be used for any of the permitted uses provided in the Zoning Ordinance under Sec. XVII M-2 Heavy Industrial District Permitted Uses. Sec. XVII also provides a list of permitted conditional uses. The City Council may by ordinance grant a conditional use permit allowing the property owner to use the property for only those conditional uses (e.g., automotive salvage operations). When voting on such ordinance, the Council may consider only the above-described *LaSalle* factors in deciding whether the following standards, as provided in the Zoning Ordinance, have been met:

1. Whether the conditional use is necessary for the public convenience at that location;
2. Whether the conditional use is so designed, located, and proposed to be operated that the public health, safety and welfare will be protected; and
3. Whether the conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.

Zoning Ordinance Sec. XXIII CONDITIONAL USE REGULATIONS

The Illinois Supreme Court has stated that because conditional uses are considered compatible with other uses in the zoning district in which they are included, an application for a conditional or special use permit may not be denied on the ground that the use is not in harmony with the surrounding neighborhood. *City of Chicago Heights*, 196 Ill.2d at 21. Instead, a conditional use permit may only be denied when it is determined that the evidence presented does not meet the standards expressed in the zoning ordinance and would have adverse effects above and beyond those inherently associated with such conditional use irrespective of its location within the zoning district. *Id.* at 21-22.

Notice Requirements

A legislative body, such as the City Council, is not required to strictly conform to its own standards in enacting a zoning ordinance as long as the resulting ordinance represents a rational means to accomplish an otherwise legitimate legislative purpose. Further, the principals of substantive and procedural due process apply at all stages of the decision-making process. A sign was posted on this property by City staff and affidavits submitted state that the sign was posted for the length of time the zoning ordinance requires. The matter was heard at Plan Commission and at

least once before the City Council. This is not an issue that should affect whether the petition should be granted.

STAFF REPORT

Decatur City Plan Commission

Hearing Date December 9, 2021
Calendar No. 21-17
Property Location 3696 Greenswitch Rd
Request Rezone from M-1 Intense Commercial/Light Industrial District to M-2 Heavy Industrial District with a Conditional Use Permit in the M-2 Heavy Industrial District to allow for an Automotive Salvage Operations
Petitioner Shaner's Towing and Tire

BACKGROUND

The subject site is approximately 10.37 acres and currently contains a towing and tire business. This subject site is zoned M-1 Intense Commercial/Light Industrial District.

Surrounding Land Use and Zoning

<i>Direction</i>	<i>Existing Land Use</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>
Subject Property	Towing and Tire Service	M-1	Employment
North	Office and Commercial	B-2 & O-1	Employment & Retail
South	Industrial	M-1	Employment
East	Residential	R-3	Residential Low Density
West	Industrial	R-2	Employment

PROJECT DESCRIPTION

The request to rezone the property to M-2 with a conditional use permit for an automotive salvage operations is to allow Shaner's Towing and Tire, Inc. to store and salvage automobiles and automotive parts. The petitioner's business of towing inoperable vehicles has increased triggering the need to expand the business on site for automobile salvage operations.

The petitioner proposes to construct a site break fence between 6 and 8 feet in height surrounding the property on the side and rear yards for security and screening according to the attached site map.

STAFF ANALYSIS

Staff supports the rezoning to M-2 Heavy Industrial District and proposed Conditional Use Permit to operate an automotive salvage operation.

According to Section XXIII.A.3., there are three standards which must be met in order to grant a conditional use permit. The first standard requires that the use be "necessary for the public convenience at the location." The proposed use is generally compatible with the surrounding area and consistent with the Comprehensive Plan and intent of the Zoning Ordinance.

The proposed use also meets the second standard. The facility is located and designed to be operated in a way the public health, safety and welfare will be protected. The proposed and existing site break fence along with the property being heavily wooded to the northeast and part of the west boundary will screen the use from neighboring uses and roadways.

Last, the improvement to the property should not cause injury to the value of other properties in the areas meeting the third standard.

STAFF RECOMMENDATION

Staff recommends approval of the petition with the following conditions:

1. A six (6) to eight (8) foot site break fence shall be constructed and maintained in good conditions around the perimeter of the property as shown in the attached site plan.

PLAN COMMISSION ACTION

Section XXIII.A.2. requires the Plan Commission to hold a public hearing on a Conditional Use Permit request, and then forward its report and recommendation to the City Council for a final decision. A motion to forward Calendar 21-17 to City Council by the Plan Commission with a recommendation for approval is suggested.

This report constitutes the testimony and recommendation of the Planning and Development Division, Community Development Department, City of Decatur.

Greg Crowe, AICP
Assistant Director of Economic and Community Development

ATTACHMENTS

1. Petition
2. Site Map with Proposed Fence Screening
3. Location and Zoning Map

	City of Decatur, Illinois	
	PETITION FOR REZONING	
	<i>Petition before the Mayor, City Council and Members of the Plan Commission of Decatur, Illinois</i>	
Economic and Urban Development Department One Gary K. Anderson Plaza Decatur, Illinois 62523-1196		424-2793 FAX 424-2728

Please Type

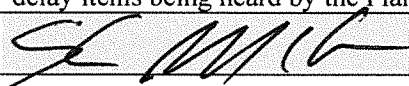
SECTION ONE: PETITIONER / OWNER / REPRESENTATIVE INFORMATION					
Petitioner	Shaner's Towing and Tire Inc.				
Address	3696 Greenswitch Rd				
City	Decatur	State	IL	Zip	62526
Telephone	217-875-2200	Fax		E-mail	shaner6400@yahoo.co
Property Owner	Karen Svendsen				
Address	3770 Bowman Rd				
City	Decatur	State	IL	Zip	62521
Telephone	217-519-0474	Fax		E-mail	svends8681@yahoo.co
Representative	Petitioner				
Address					
City		State		Zip	
Telephone		Fax		E-mail	

SECTION TWO: SITE INFORMATION						
Street Address	3696 Greenswitch Rd					
Legal Description	See attached					
Present Zoning	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Is this property a Planned Unit Development? ☐ YES Approval Date: _____ ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☒ M-1	☐ M-2	☐ M-3	☐ PMR-1		
Please list all improvements on the site:						
Size of Tract	10.37	☐ SF	☒ AC			

SECTION THREE: REQUESTED ACTION						
Rezone Property To:	☐ R-1	☐ R-2	☐ R-3	☐ R-5	☐ R-6	Will this property be a Planned Unit Development? ☐ YES ☐ NO
	☐ B-1	☐ B-2	☐ B-3	☐ B-4	☐ O-1	
	☐ M-1	☒ M-2	☐ M-3	☐ PMR-1		
Other:	Conditional Use Permit for Automotive Salvage Operations					

Section Three Continued	
Purpose	Please state the purpose of the proposed rezoning.
To allow Shaner's Towing to store and salvage automobiles and automotive parts to operate an automotive salvage operation.	

SECTION FOUR: JUSTIFICATION
The petitioner submits to the City Plan Commission and City Council the following facts (additional pages may be attached):
Property is in a commercial and industrial area. Petitioners will construct a site break fence between 6 and 8 feet surrounding the property on the side and rear yards for security and screening. The property is heavily wooded on the northeast and part of the west boundary that provides additional screening. See attached site plan.

SECTION FIVE: CERTIFICATION	
	To be placed on the agenda of the regular meeting on the first Thursday of the month at 3:00 PM in the City Council Chambers, petition must be received on the first Thursday of the preceding month. Failure of the petitioner or the petitioner's representative to attend the Plan Commission hearing may result in items being tabled. Incomplete or erroneous petitions may delay items being heard by the Plan Commission.
Petitioner's Signature	
Date	11/22/21

NOTES:	
1. Please forward this completed form and attachments to the Economic and Urban Development Department, Third Floor, Decatur Civic Center. Please make checks payable to the City of Decatur. See Schedule "A" for fees. 2. Signature of this petition grants permission to City staff to place a sign, indicating a request for zoning action, on the subject property at least 10 days prior to the Decatur City Plan Commission hearing. Said sign will be removed within 15 days of final action by City Council. 3. In the event a petition for rezoning is denied by the Council, another petition for a change to the same district shall not be filed within a period of one year from the date of denial, except upon the initiation of the City Council or the City Plan Commission after showing a change of circumstances which would warrant a renewal. 4. All petitions before the Decatur City Plan Commission are reviewed through the Development Technical Review (DTR) Process. Please consult the DTR Brochure for information related to this process.	

OFFICE USE ONLY	
Date Filed	
By	

NOW, THEREFORE, KAREN S. SVENDSEN, as Independent Executor of the said Last Will and Testament of John N. Svendsen dated October 9, 2015 (Grantor), in furtherance of the effectuation of the terms and conditions of the said Last Will and Testament, does hereby ALIEN, RELEASE, REMISE, and CONVEY unto KAREN S. SVENDSEN (Grantee), 3770 Bowman Road, Decatur, Illinois, all interest of JOHN N. SVENDSEN, deceased, and of his estate, in and to the following described real estate situated in Macon County, Illinois, to wit:

A part of the Northwest Quarter of the Northwest Quarter of Section 31, Township 17 North, Range 3 East of the 3rd P.M., Macon County, Illinois, described as follows: Commencing at a brass plate at the Northwest Corner of said Northwest Quarter of the Northwest Quarter of Section 31; thence Southerly along the West line of said Northwest Quarter of the Northwest Quarter, 754.35 feet to a point for a place of beginning; thence continuing Southerly along aforesaid course to a point which lies 30 feet West and 350 feet North of the intersection of the Northerly Right-of-way line of the Illinois Central Railroad with the East line of the public road lying along the West side of said Section 31; thence Easterly to a point on the Northwesterly Right-of-way line of the Illinois Central Railroad, said point lying 453.61 feet as measured along said Northwesterly Right-of-way line from the intersection of said Northwesterly Right-of-way line with the West line of the Northwest Quarter of the Northwest Quarter of said Section 31, thence Northeasterly along said Northwesterly Right-of-way line to a point 1,323.61 feet as measured along said Northwesterly Right-of-way line from the point of intersection of said Northwesterly Right-of-way line with the West line of the Northwest Quarter of the Northwest Quarter of said Section 31; thence Northwesterly along a line perpendicular to said Northwesterly Right-of-way line 650.72 feet to a point 305.00 feet Easterly of said West line of the Northwest Quarter of the Northwest Quarter measured at right angles; thence Southerly along a line

305.00 feet East of and parallel with said West line of the Northwest Quarter of the Northwest Quarter, 427.82 feet to a point at 90° to the place of beginning; thence Westerly 305.00 feet along a line perpendicular to said Northwest Quarter of the Northwest Quarter to the place of beginning, situated in Macon County, Illinois.

[Permanent Index No.: 18-08-31-101-004]

TOGETHER WITH ALL and SINGULAR the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all of the estate, right, title, interest, claim, and demand whatsoever, at law or in equity, which the said JOHN N. SVENDSEN, testator, had at the time of his death, and which the said Grantor now has in and to said premises.

The conveyance of the above-described real estate is subject to easements, restrictions, and reservations of record, and to the general taxes for 2018.

REVENUE STAMP	
Exempt under provisions of Paragraph (e),	
Sec. 4, Real Estate Transfer Tax Act.	
Date:	11-6-15
Signed:	<i>Karen S. Svendsen, Atty. at Law</i>
Buyer, Seller or Representative	

IN WITNESS WHEREOF, the said Grantor hereunto sets forth her hand and seal the day and year first above written.

Karen S. Svendsen

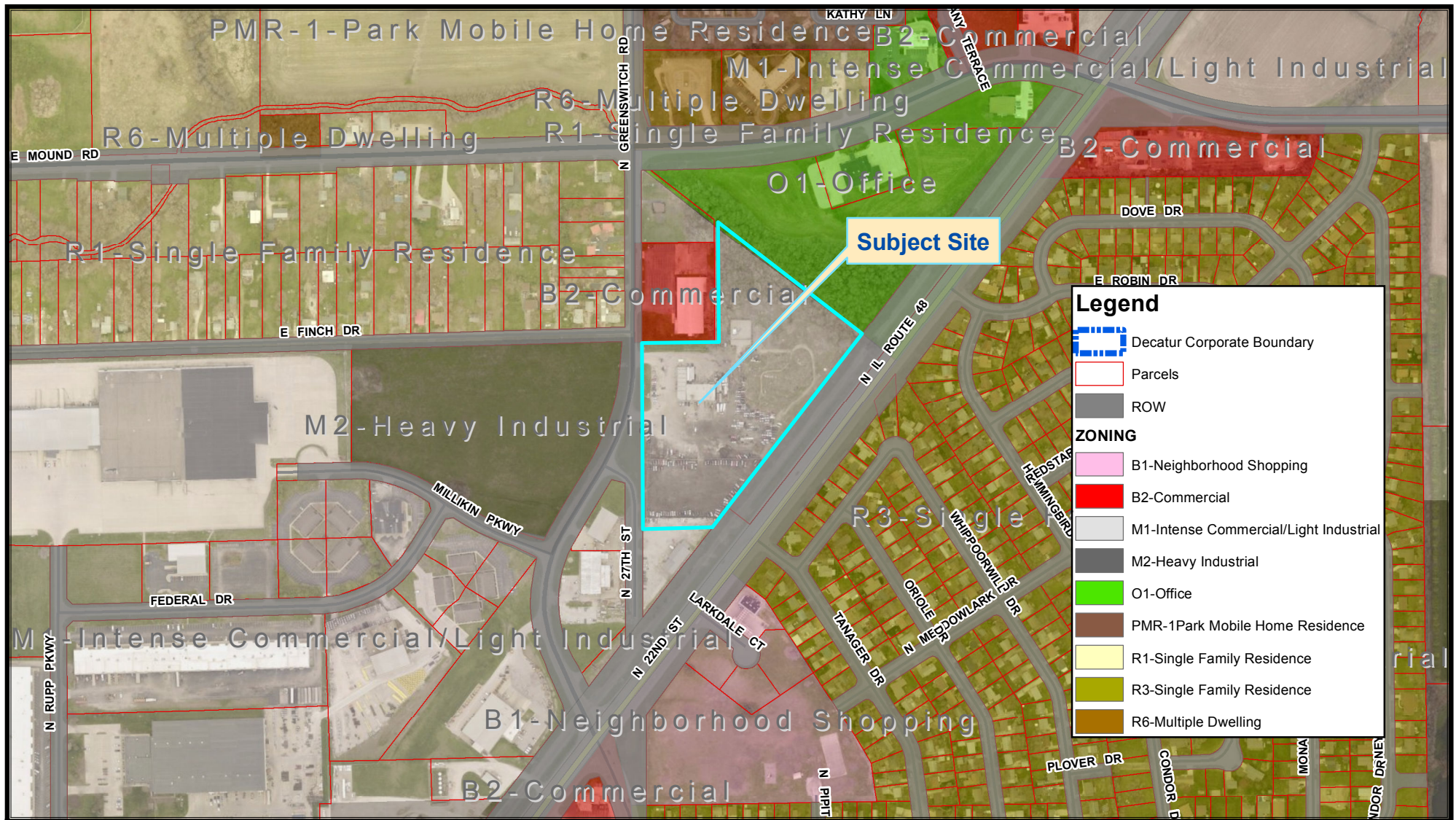
(Karen S. Svendsen)

As Independent Executor of the Last Will and Testament of John N. Svendsen, deceased, dated October 9, 2015



City of Decatur Plan Commission

3696 Greenswitch Rd



Case No: 21-17
Date: December 9, 2021
Petition of: Shaner's Towing & Tire, Inc.
Requested Action: Rezone from M-1 to M-2 with a Conditional Use Permit to allow for an Automotive Salvage Operations



**MINUTES OF THE MEETING
OF THE
DECATUR CITY PLAN COMMISSION**

Thursday, December 9, 2021
City Council Chamber, Decatur Civic Center

I. Call to Order and Determination of a Quorum

The December 9, 2021 meeting of the Decatur City Plan Commission was called to order at 3:02 P.M. in the City Council Chamber, Third Floor of the Decatur Civic Center, by Chairman Susie Peck who determined a quorum was present.

Members Present: Bruce Frantz, James Schwartz, Matt Naber, Maurice Payne, Pat McDaniel, Kent Newton, Timothy Wright

Members Absent: Jason Drake, Andrew Taylor, Susie Peck,

Staff Present: Greg Crowe, Joselyn Stewart, John Robinson, Kate Wrigley, Griffin Enyart, Deanna Buck

II. Approval of Minutes of the November 4, 2021 City Plan Commission Meeting

It was moved and seconded (Frantz/McDaniel/) to approve the minutes of the November 4, 2021 meeting of the Decatur City Plan Commission. Motion carried.

III. New Business

A. Case No. 21-17 Petition of SHANER'S TOWING AND TIRE, INC, to rezone the property located at 3696 GREENSWITCH ROAD from M-1 Intense Commercial/Light Industrial District to M-2 Heavy Industrial District with a Conditional Use Permit in the M-2 Heavy Industrial District to allow for an Automotive Salvage Operations

It was moved and seconded (McDaniel/Naber) to forward Case No. 21-17 to the City Council with a recommendation of approval as set forth in the staff report.

Greg Crowe discussed staff's recommendation for approval of the petition based on the staff report distributed to the Plan Commission prior to the meeting (staff report is on file and is available for reviewing by request).

Shane McDermott, Petitioner, was sworn in by Deanna Buck. The petitioner explained the need for the conditional use permit for an automotive salvage operations is to be able to remove a larger quantity of inoperable vehicles. With the current use, automobiles have to be removed solely with a tow truck. With the new use, the petitioner will be able to scrap inoperable vehicles and remove multiple vehicles from the site at the same time. This will help to reduce the amount of stored inoperable vehicles on site.

Commissioner Pat McDaniel questioned the condition allowing for a fence height between 6 and 8 feet instead of a uniform height. City staff and the petitioner explained that the existing site fence is 6 feet in height, but it will be increased to eight feet on the east border adjacent to Rte. 48 along with the new fence being 8 feet in height along Rte 48. So, the site break fence along Rte.48 will be 8 feet in height while some of the remaining site break fence will stay at 6 feet.

Upon call of the roll, Commission members Bruce Frantz, James Schwartz, Matt Naber, Maurice Payne, Pat McDaniel, Kent Newton, and Timothy Wright voted aye. Motion carried.

IV. Appearance of Citizens

No citizen expressed comments.

V. Comments and Information from Commission Members

Commissioner Pat McDaniel suggested that City Staff require 8 foot site break fences for industrial uses such as the proposed automotive salvage operation use along major corridors for future projects.

VI. Adjournment

There being no further business, it was moved and seconded (McDaniel/Schwarz) to adjourn the meeting.

Upon call of the roll, Commission members Bruce Frantz, James Schwartz, Matt Naber, Maurice Payne, Pat McDaniel, Kent Newton, and Timothy Wright voted aye.

Acting Chairman Newton declared the meeting adjourned at 3:15 P.M.

Bruce Frantz, Secretary, Decatur City Plan Commission

Public Works

DATE: 4/11/2022

MEMO: 2022-22

TO: Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT:

Resolution Authorizing a Professional Engineering Services Agreement with INTERA Inc. for Vulcan Pit, Rhodes Landfill and Source Water Protection Plan, City Project 2022-22

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the attached resolution authorizing a Professional Engineering Services Agreement with INTERA Inc. for Vulcan Pit, Rhodes Landfill and Source Water Protection Plan, City Project 2022-22 for a fee not to exceed \$225,099.

BACKGROUND:

In 2021, the City Council conducted two study sessions dealing with water supply, watershed management, water treatment and water distribution issues. Several tentative decisions came out of these study sessions. One of these was that the city's first step in a multi-year effort to increase useable raw water supplies should be increasing water output from the DeWitt fields, pumping water out of the former Vulcan pit owned by the city, and acquiring and using water supplies from Lake Toko/Rhodes.

All of INTERA's original recommendations are listed on Attachment A as a timeline.

- The first recommendation: Withdraw water from Lake Decatur to minimum pool elevation. This has been implemented and has reduced the City's supplemental water shortage by about 54%.
- The second recommendation: Improve the DeWitt County Well Field. Requests for proposals were received and an engineer recommendation will be proposed to Council within the next two months.
- The third and fourth recommendations are discussed in detail below are the subject of this proposed council action: locating viable sources immediately downstream from the Dam.

Former Vulcan Pit

For over 20 years the City has owned a former sand and gravel pit, previously owned by Vulcan

Materials Company, just north of South Side Drive and the WAND TV studio and tower (see attached location map). It is commonly called the Vulcan Pit. In 2002 the City installed a floating pump system to pump water from the pit to the South Water Treatment Plant Raw Water Pump Station to provide supplemental water in times of drought or other emergencies. The pipeline from the pit to the station is also used to pump reclaimed water from the City's water treatment residuals lagoons to the station, however, the pipe is not large enough to pump water from both sources simultaneously. During a drought, it would be very advantageous to be able to pump water from both sources simultaneously. Therefore INTERA recommended that a second pipeline be constructed. This project will reaffirm the pit's water capacity. If the capacity remains favorable, which City staff believe to be so, then INTERA will design and produce bid documents to construct the second pipeline. If the second pipeline is constructed, it will reduce the City's supplemental water shortage by about 8%.

Lake Tokorozawa (and Rhodes Landfill)

The City has long had an interest in using Lake Tokorozawa as a permanent supplemental water source. It was approved by the Illinois Environmental Protection Agency as a temporary water source in 1988, 2007 and 2012. The primary concern with using the lake as a permanent source of water is the potential impact to water quality from the adjacent Rhodes Landfill. In order to fully assess this potential impact, INTERA will conduct a regulatory and environmental review of the landfill and determine what potential liabilities exist if the City was to acquire the lake and use it as a permanent source. If the review is favorable, INTERA will also assist the City's Legal Department, as needed, with the department's review of the lake becoming a permanent water source. If Lake Tokorozawa becomes a permanent source, it will reduce the City's supplemental water shortage by about 29%.

Source Water Protection Plan

To enhance the protection of source waters used by drinking water utilities, the Illinois Environmental Protection Agency has mandated that all utilities submit Source Water Protection Plans to the agency. Decatur's plan must be submitted by July 26, 2022. In order to meet this deadline, INTERA will assist City staff compile, complete and format the information required for the plan.

INTERA is highly recommended to perform these services as the firm recently reviewed, analyzed and reported on the Vulcan Pit, Rhodes Landfill, Lake Tokorozawa and the rest of the City's source waters. INTERA's additional work will allow the city to move forward with these supply enhancements.

PRIOR COUNCIL ACTION:

In 2018 the City Council authorized INTERA to produce an Additional Water Supplies Report that was completed and distributed to the Council in 2019. The report contained several recommendations, including further study of the former Vulcan Pit and Lake Tokorozawa.

POTENTIAL OBJECTIONS: None foreseen

INPUT FROM OTHER SOURCES:

LEGAL REVIEW: The agreement was approved by the Legal Department on April 5, 2022.

STAFF REFERENCE: Matt Newell, Public Works Director, 424-2747. Keith Alexander, Water Production Manager, 424-2863. Matt will be in attendance at the City Council meeting to answer any questions of the Council on this item.

BUDGET/TIME IMPLICATIONS:

This expenditure is included in the Water Lake Capital budget. Staff time is allocated to manage the agreement.

ATTACHMENTS:

Description	Type
Resolution Authorizing a Professional Engineering Services Agreement with INTERA Inc. for Vulcan Pit, Rhodes Landfill and Source Water Protection Plan, City Project 2022-22	Resolution Letter
Memo Attachment A	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT WITH INTERA INC. FOR VULCAN PIT,
RHODES LANDFILL AND SOURCE WATER PROTECTION PLAN
CITY PROJECT 2022-22**

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

Section 1. That the Professional Engineering Services Agreement for Vulcan Pit, Rhodes Landfill and Source Water Protection Plan, presented to the Council herewith as Exhibit 1 and made a part hereof, between the City of Decatur and INTERA Inc., and the same is hereby received, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and INTERA Inc., for a fee not to exceed \$225,099.

PRESENTED and ADOPTED this 2nd day of May 2022.

Julie Moore Wolfe, Mayor

Attest:

City Clerk

CITY OF DECATUR
PROFESSIONAL ENGINEERING SERVICES AGREEMENT

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

INTERA INCORPORATED

_____,
("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 AMENDMENTS. 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 Amendment from the City's Representative, to perform extra work before such work is actually performed. An Amendment 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 Amendments to this Agreement or the Scope or Services or the cost(s) therein is with the City Council of the City.

SECTION II. BASIC SERVICES

A. STUDY AND REPORT PHASE.

The Consulting Engineer shall:

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

B. PRELIMINARY DESIGN PHASE.

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

1. Determine Extent of Project. Determine the extent of the Project after consultation with the City's Representative and on the basis of the approved Study Report.

2. Preliminary Design Documents. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications. Specific requirements of the aforementioned Preliminary Design Documents are included in Exhibit A, Scope of Services.
3. Revised Project Costs. Submit a Preliminary Design Opinion of Probable Project Costs based on the results of this phase of work including construction costs, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and compensation for or damages to properties and interest and financing charges utilizing and based on the information obtained or produced during the preliminary design phase and documents.
4. Real Estate Acquisition: Legal Description and Plat. Furnish a legal description and recordable reproducible 8-1/2" x 11" plat of each parcel of real estate in which the City must acquire an interest in order to proceed with construction of the Project utilizing and based on the preliminary design documents. The documents shall meet the format requirements of the Macon County Recorder's Office. The plat and legal description may be produced on more than one page for the purpose of clarity or legibility. The legal description text shall also be reproduced in electronic format in a generally commercially available word processing software program approved by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the Preliminary Design Report ("Design Report") in the number and format specified in the Exhibit A, Scope of Work and present and review the Design Report in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Preliminary Design Report shall be completed, submitted and accepted by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

C. FINAL DESIGN PHASE.

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

1. Drawings and Specifications. Utilizing and using the preliminary design documents and preliminary design opinion of probable Project costs as approved by the City's Representative, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project ("Drawings") and specifications ("Specifications"). The Specification shall consist of Part 3 "Technical Specifications" of the City's standard Capital Improvement Construction Contract (CICC). Specific requirements of the aforementioned Drawings and Specifications are included in Exhibit A, Scope of Services.
2. Approvals of Governmental Entities. Furnish to the City's Representative such documents and design data as may be required for, and assist in the preparation of, the required documents so that the City may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
3. Adjusted Project Costs. Advise the City's Representative of any adjustments to the latest opinion of probable Project Costs caused by changes in extent or design requirements of the Project or construction costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications. Project Costs include construction cost, contingencies, allowances for charges of all professionals and consultants, allowances for the cost of land and rights-of-way, allowances for the relocation of utility facilities and equipment if necessary, and allowances for compensation for damages to properties and interest and financing charges.

4. Contract Document Preparation. Complete preparation of the construction contract documents by filling in the necessary information in Parts I, II, and IV of the City's standard CICC. The Consulting Engineer shall prepare Part 3 "Technical Specification" of the CICC for inclusion in the standard construction contract. The Consulting Engineer shall not alter the City's standard contract document without the permission of the City's Representative. The City's Representative may provide the Consulting Engineer with previously prepared Technical Specifications which may be used as appropriate. The Consulting Engineer shall, to the maximum extent possible, follow the formats for Technical Specifications as provided by the City's Representative.
5. Document Presentation. Furnish paper copies and digital copies of the CICC in the number and format specified in Exhibit A, Scope of Work and present and review the CICC in person with the City as the City's Representative shall direct. The cost of document reproduction shall be considered to be a reimbursable expense and paid in accordance with Section V(C) of this Agreement.
6. Completion Time. The Final Drawings and Specifications shall be completed, submitted and approved by the City's Representative within the time period set forth in Exhibit C, Project Timeline.

D. 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.

SECTION III. CITY'S RESPONSIBILITIES

The City shall,

- A. FURNISH REQUIREMENTS AND LIMITATIONS. Provide all criteria and full information as to the City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, economic parameters and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications.
- B. FURNISH INFORMATION. Assist the Consulting Engineer by placing at the Consulting Engineer's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- C. FURNISH TECHNICAL INFORMATION. Furnish to the Consulting Engineer, as required for performance of the Consulting Engineer's Basic Services (except to the extent provided otherwise in Exhibit A, "Scope of Work"), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; all of which the Consulting Engineer may rely upon in performing the Consulting Engineer's services.
- D. SURVEYS AND REFERENCE POINTS. Provide field control surveys and establish reference points and base lines except to the extent provided otherwise in Section II to enable the Contractor(s) to proceed with the layout of the work.
- E. ACCESS TO PROPERTY. Arrange for access to and make all provisions for the Consulting Engineer to enter upon public and private property as required for the Consulting Engineer to perform the Consulting Engineer's services.

- F. REVIEW DOCUMENTS. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consulting Engineer, obtain advice of an attorney, insurance counselor and other consultants as the City's Representative deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consulting Engineer.
- G. OBTAIN APPROVALS AND PERMITS. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. ACCOUNTING, LEGAL AND INSURANCE SERVICE. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as the City's Representative may require or the Consulting Engineer may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by the Contractor(s), such auditing service as the City's Representative may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract, and such inspection services as the City's Representative may require to ascertain that the Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work except as otherwise provided in Section II.
- I. NOTIFY THE CONSULTING ENGINEER OF DEFECTS OR DEVELOPMENT. Give prompt written notice to the Consulting Engineer whenever the City's Representative observes or otherwise becomes aware of any development that affects the scope or timing of the Consulting Engineer's services, or any defect in the work of the Contractor(s).

SECTION IV. GENERAL CONSIDERATIONS

- A. SUCCESSORS AND ASSIGNS. The City and the Consulting Engineer each binds their respective partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as below, neither the City nor the Consulting engineer shall assign, sublet, or transfer their respective interests in this Agreements without the written consent of the other. Nothing herein shall be construed as created any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consulting Engineer.
- B. OWNERSHIP OF DOCUMENTS. All drawings, specifications, reports, records, and other work product developed by the Consulting Engineer in connection with this Project are public documents and, upon payment to the Consulting Engineer, shall remain the property of the City whether the Project is completed or not.
- C. ESTIMATES OF COST (COST OPINION). Since the Consulting Engineer has no control over the cost of labor and materials, or over competitive bidding and market conditions, estimates of construction cost provided are to be made on the basis of the Consulting Engineer's experience and qualifications, but the Consulting Engineer does not guarantee the accuracy of such estimates as compared to the Contractor's bids or the Project construction cost.
- D. INSURANCE.
 - 1. Requirement. During the term of this Agreement, at its own cost and expense, the Consulting Engineer shall maintain in full force and effect insurance policies as enumerated below.

2. Policy Form. All policies save for the professional liability shall be written on an occurrence basis. Professional liability insurance can be either claims made or occurrence basis policies.
3. Additional Insured. The City of Decatur and its officers and employees shall be named as additional insured parties on the general liability policy and included as additional insured parties on the automobile liability policy. The City's interests as additional insured parties shall be on a primary and non-contributory basis on all policies and noted as such on the insurance certificates.
4. Qualification of Insurers. All policies will be written with insurance carriers qualified to do business in the State of Illinois rated A-VIII or better in the latest Best's Key Rating Guide.
5. Form of Policy. All policies shall be written on the most current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) form or a manuscript form if coverage is broader than the ISO or NCCI form.
6. Time of Submission: Certificate of Insurance. At or before the time of execution of this agreement and prior to commencing any work activity on the project, the Consulting Engineer shall provide the City's Representative with certificates of insurance showing evidence the insurance policies noted below are in full force and effect. Consulting Engineer shall give the City's Representative at least 30 days written notice prior to any material change, cancellation, or non-renewal except in the case of cancellation for non-payment of premium, in which case notice shall be 10 days. The certificates shall be attached hereto as Exhibit E. The Consulting Engineer shall provide any renewal certificates of insurance automatically to the City's Representative at least 30 days prior to policy expiration. The certificate must certify the following:
 - a. Name and address of party insured.
 - b. Name(s) of insurance company or companies.
 - c. Name and address of authorized agent executing such certificate.
 - d. Description of type of insurance and coverage afforded thereunder.
 - e. Insurance policy numbers.
 - f. Limits of liability of such policies and date of expiration of policies.
 - g. To the extent the same is available, insurance company or companies shall further certify that said policies shall not be modified, cancelled or terminated until after written notice to the City's Representative per standard ISO accord form wording and the policy provisions.
7. Types and Limits of Insurance. The Consulting Engineer shall provide the following:
 - a. Workers' Compensation:

Coverage A: Statutory Limits
 Coverage B: One hundred thousand dollars (\$100,000) employer's liability limits for each accident or per disease, per employee. Said policies shall be endorsed to cover any disability benefits or Federal compensation acts if applicable.
 - b. General Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. General Liability Insurance shall include:

Personal Injury Liability coverage.

- c. Automobile Liability: Combined single limits of, no less than, one million dollars (\$1,000,000) per occurrence. Auto liability shall include hired and non-owned autos.
 - d. Professional Liability: A professional liability errors and omissions policy with limits of, no less than, one million dollars (\$1,000,000) per claim. If said policy is written on a claims made basis, the retroactive date of the policy must predate the date of this agreement. In addition, the policy term must extend one year beyond completion date of this agreement.
 - e. Self-insured: If a self-insured retention or deductible is maintained on any of the policies, the Consulting Engineer shall provide the amount of the self-insured retention or deductible to the City. Such deductibles shall be subject to approval by the City. Such approval shall not be unreasonably withheld. The Engineer will be held solely responsible for the amount of such deductible and for any co-insurance.
8. Insurance Not A Limitation. The insurance coverage and requirements contained in this Section shall not be construed to be a limitation of liability for the Consulting Engineer.

E. TERMINATION

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

F. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. The Consulting Engineer agrees to abide by and comply with the City's "Equal Employment Opportunity Clause" (attached and marked hereto as Exhibit F and incorporated herein by reference) to the extent that the clause is applicable to this contract.

G. INDEPENDENT CONTRACTOR STATUS. Nothing contained in this Agreement shall be construed to make the Consulting Engineer an employee or partner of the City. The Consulting Engineer shall at all times hereunder be construed to be an independent contractor.

H. FEDERAL FUNDING. If Federal Funds are utilized as a source of Project funding, the Consulting Engineer shall abide by the terms of all Federal requirements in the performance of duties hereunder.

- I. AMENDMENT OF AGREEMENT. This Agreement shall be amended or supplemented only in writing and executed by both parties hereto.
- J. HOLD HARMLESS. Consulting Engineer shall indemnify and save harmless the City, its officers and employees against claims for damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and including reasonable attorney's fees incurred by the City or required in any way to be paid by the City, in defense thereof, and shall indemnify and save harmless the City from all claims, demands, suits, actions or proceedings including Worker's Compensation claims, of or by anyone whomsoever, to the extent proximately caused or proximately arising out of negligent acts or omissions to act by Consulting Engineer in connection with its performance of this contract, including operations of its subcontractors and negligent acts or omissions of employees or agents of the Consulting Engineer or its subcontractors.
- Insurance coverage specified in this Agreement constitutes the minimum requirements and said requirements shall not lessen or limit the liability of the Consulting Engineer under the terms of the Agreement. The Consulting Engineer shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance that, in the Consulting Engineer's own judgment, may be necessary for the Consulting Engineer's proper protection in the prosecution of the work. Neither Party shall be liable to the other Party for incidental, indirect, special or consequential damages.
- K. COPYRIGHT ASSIGNMENT. The Consulting Engineer assigns to the City any and all of Consulting Engineer's rights under copyright laws for work prepared by the Consulting Engineer, its employees, subcontractors or agents in connection with this Contract, including any and all rights to register said copyright, renewal rights, determination rights and import rights. The Consulting Engineer agrees to execute any additional documents the City may request to effectuate the assignment of said copyright.
- L. NO BID RIGGING, BID ROTATION. The Consulting Engineer certifies, in accordance with Section 33E-11 of the Illinois Criminal Code, that the Consulting Engineer is not barred from bidding on contracts as a result of a violation of either Section 33E-3, Bid Rigging, or Section 33E-4, Bid Rotating, of the Illinois Criminal Code. The Consulting Engineer so certifies in the Non-Collusion Statement, attached and marked herein as Exhibit G and incorporated herein by reference.
- M. NO DELINQUENT TAXES. The Consulting Engineer agrees that it is not delinquent in payment of any and all taxes in any State or any political subdivisions therein and shall so certify in the Affidavit of No Delinquent Taxes, attached and marked herein as Exhibit G, and incorporated herein by reference.
- N. DRUG-FREE WORKPLACE. The Consulting Engineer agrees that it shall comply with the Illinois Drug Free Workplace Act, 30 ILCS 580/1, et seq. If the Consulting Engineer has twenty-five (25) or more employees or this contract is for more than Five Thousand Dollars (\$5,000.00), the Consulting Engineer shall provide to the City the Drug Free Workplace Certification attached and marked herein as Exhibit G and incorporated herein by reference.
- O. SEVERABILITY. If any section, terms or provisions of this Agreement or the application thereof shall be held to be invalid or unenforceable, the remainder of each section, subsection, term or provision of this Agreement or the application of the Agreement to the parties, shall not be affected thereby.
- P. TIMELINESS. The Parties recognize and agree that time is of the essence of this Agreement as is consistent with the applicable professional standard of care.

SECTION V. PAYMENT

- A. BASIS OF BILLING. City shall pay the Consulting Engineer for all services rendered under Section II Phases A through F an amount based on Direct Labor Costs times 3.02 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 15%.

- C. REIMBURSABLE EXPENSES. In addition to payments provided for in paragraphs A and B of this Section, the City shall pay the Consulting Engineer the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services. Reimbursable Expenses means the actual expenses incurred directly in connection with the Project for transportation costs on the basis of actual cost if public transportation is used, subsistence incidental thereto, toll telephone calls, reproduction of reports, drawings, specifications and similar project-related items in addition to those required under Section II.

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

D. PAYMENT FOR WORK COMPLETED

1. Monthly Progress Payments. Monthly progress payments may be requested by the Consulting Engineer for work satisfactorily completed and shall be made by the City to the Consulting Engineer as soon as practicable upon submission of statements requesting payment by the Consulting Engineer to the City. Each statement shall be accompanied by an Invoice Data Sheet as shown in Exhibit I. If the Consulting Engineer prefers, the Invoice Data sheet may serve as the Consulting Engineer's invoice.
2. Monthly Progress Reports. The Consulting Engineer shall prepare a monthly progress report indicating the amount of work completed based on the approved scope of work and any approved addendums. The Consulting Engineer shall also prepare a progress chart showing the upper limit of compensation approved by the contract, the planned time of completion, the estimated completion to date, the percentage of the approved contract amount earned, the percentage of elapsed time, and the currently forecasted amount of work required to complete the project. The Consulting Engineer may use an electronic spreadsheet template prepared by the City's Representative to prepare the progress chart.
3. Maximum Payment Requests. No payment request made pursuant to subparagraph 1 of this Section V shall exceed the estimated maximum total amount and value of the total work and services to be performed by the Consulting Engineer under this Agreement for that phase or additional service without the prior authorization of the City's Representative. These estimates have been prepared by the Consulting Engineer and supplemented or accompanied by such supporting data as may be required by the City's Representative.

4. Time and Manner of Payments. Upon receipt of a properly invoiced payment request, the City shall pay the amount due less any amounts allowed to be retained or withheld by the City under this Agreement within 60 days of receipt of the invoice.
 5. Release of Claims. Upon satisfactory completion of the work performed hereunder and prior to final payment under this Agreement, and as a condition precedent thereto, the Consulting Engineer shall execute and deliver to the City's Representative a release of all claims against the City arising under or by virtue of this Agreement.
 6. Local Government Prompt Payment Act. The Consulting Engineer and City hereby expressly acknowledge and agree that the Local Government Prompt Payment Act does not apply to this Agreement.
- E. PAYMENT UPON TERMINATION. In the event of termination by City under Section IV.E upon the completion of any phase of the Basic Services, progress payments due to the Consulting Engineer for services rendered through such phase shall constitute total payment for such services. In the event of such termination by City during any phase of the Basic Services, Consulting Engineer also will be reimbursed for the charges of independent professional associates and consultants employed by Consulting Engineer to render Basic Services, and paid for services rendered during that phase on the basis of Consulting Engineer's Direct Labor Costs times a factor defined in Section V.A. of this Agreement for services rendered during that phase to date of termination by Consulting Engineer's principals and employees engaged directly on the Project. In the event of any such termination, Consulting Engineer will be paid for all unpaid Additional Services rendered to date and unpaid Reimbursable Expenses that may have accrued to date.

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

DATED this _____ day of _____, 2022

THE CITY OF DECATUR, ILLINOIS

By: _____
Mayor

ATTEST:

City Clerk

CONSULTING ENGINEER FIRM

By: 

Vulcan Pit Improvements, Rhodes Landfill Review and Source Water Protection Plan, City Project 2022-22

Task 1. Former Vulcan Pit

Improvements to facilitate the use of the former Vulcan Pit (Pit) as a raw water source were recommended in INTERA's 2019 Alternative Water Supply Report (Report) to the City. INTERA will perform the following tasks to assess the available water quantity and to design, permit, and bid the construction of the recommended infrastructure improvements.

Task 1a – Water Quantity Assessment

The amount of water available from the former Vulcan Pit will be calculated with a new bathymetric survey and a recharge estimate. As 22 years have passed since the last survey of the Pit (Bainbridge-Gee-Milanski and Associates, 2000), INTERA will subcontract with Aquatic Control (Canton, IL) to perform a modern, digital bathymetry survey. This data will be used to develop a new volumetric model of the Pit.

INTERA will also estimate groundwater recharge to the Vulcan Pit. To aid in doing so, a stilling well will be installed in the Pit and instrumented to track changes in the water elevation in the Pit. The record of the Pit stages will be correlated with river elevation data collected by the U.S. Geological Survey just downstream at the U.S. Route 48 river crossing. These data, along with hydrologic calculations, will assist in an evaluation of groundwater recharge to the Pit.

Both the bathymetric survey and the recharge study will be used to evaluate the volume of potential short-term drought supply that can be obtained from the Vulcan Pit.

Task 1b – Engineering Design

As described in the 2019 Report, INTERA will prepare engineering design plans and technical specifications for use in permitting, bidding, and constructing approximately 3,000 feet of 14-inch pipeline from the Pit to the raw water intake pipeline. The project includes a horizontal directionally installed river crossing and pump, electrical, and control improvements for operation of the system. This task will not begin until after an assessment of Pit volume is available from the bathymetry conducted in Task 1a. The construction cost was estimated to be approximately \$1 million (INTERA, 2019). This estimate is not based on design and includes contingencies. A more refined construction cost estimate will be provided at the 60% design stage. With this estimate the City can confirm its intent to proceed.

INTERA will hold a design kick-off meeting to discuss the City's objectives and to confirm the scope and schedule of deliverables for this task. After reviewing available as-builts and other documentation to be provided by the City, INTERA will schedule a site visit to inspect existing facilities, discuss preliminary design, and understand any operational issues and concerns. The site visit and preliminary design will be documented in a brief technical memo.

Based on the preliminary design, a topographic survey of the Pit area and pipeline route will be completed, including utility locates and all other features necessary for the engineering design. INTERA will complete design submittals for City review at 30%, 60%, and 90% design. A site visit will be conducted in conjunction with review of the 60% design submittal. Technical specifications and opinions of probable construction cost will be provided at 60% and 90% design. Final (100%) design plans and specifications will be provided for use in permitting and bidding.

During this task, INTERA will hold additional virtual meetings as needed to provide monthly status updates and resolve any issues that may arise.

Task 1c – Permitting

INTERA will review all applicable state and local permitting requirements for the project. Permitting requirements will be documented in the preliminary design technical memorandum delivered under Task 1b.

INTERA will prepare an Engineer's Report as required by Illinois Administrative Code (IAC) Title 35 Part 602. The Engineer's Report will include all content required by 35 IAC 602, fully utilizing information available from existing planning documents. The analysis of water quantity completed in Tasks 1a, and previous water quality analyses performed by Decatur will be incorporated as an Appendix to the Engineering Report. The draft Engineer's Report will be provided to the City for review and revised to incorporate comments.

INTERA will prepare the ILEPA construction permit application for the project and will submit it to the City for signatures and submittal to the ILEPA. It is assumed that the City will pay associated permit fees directly.

INTERA will also obtain any local permits that may be required. It is assumed that the project will disturb less than 1 acre, and as a result an NPDES Construction General Permit will not be required.

Task 1d – Bidding Support

INTERA will provide support for preparation of bidding documents, bidding of the construction, and recommendation for award of the construction contract. INTERA will meet with staff to review the City's procurement procedures and requirements and will prepare complete bidding documents based on the City's required front-end documents, technical specifications, design plans, and other information. INTERA will provide assistance to the City in advertising for bids, conducting a pre-proposal meeting and site visit, and responding to requests for information from bidders, and preparation of addenda.

INTERA will review and evaluate bids received based on criteria established in advance with City staff. We will prepare a memorandum summarizing the bid analysis and make a recommendation for award to the bidder that will provide the best performance and value to the City.

Task 2. Rhodes Landfill

The scope of work for the Rhodes Landfill (Landfill) is to conduct a review of the regulatory and environmental status of the Landfill closure and determine what potential liabilities exist if Lake Toko was acquired by the City as an additional water supply source. The Landfill was closed in 1992 and post-closure monitoring began in 2003. The 15-year post-closure monitoring should have ended in 2018, however, the Illinois EPA (ILEPA) required additional monitoring to continue for an unspecified period. As noted in the 2019 Report, numerous emerging contaminants (e.g., PFAS) had not yet been sampled but may have been since 2019.

Task 2a – Collect data and evaluate potential risks

INTERA will contact the ILEPA to request permits, additional data, correspondence, and reports that exist related to the Landfill. Of particular interest will be a) any older data that was not uncovered during our prior review, b) any new data collected since our previous review, and c) the physical characteristics and current regulatory status of the Landfill. INTERA will also seek updated information regarding ILEPA's concerns about the adequacy of the monitoring well network and the agency's position regarding continued monitoring. In addition, INTERA will obtain documentation of any groundwater quality assessment program that may have been implemented and the data associated with this program if it exists. The volume of information available and the time required for the ILEPA to respond to the data request is unknown at this time. The project budget assumes a maximum of 80 hours for review of data and documents.

INTERA will review the available information and provide a qualitative assessment of the potential risks to the City from the Landfill if the purchase of Lake Toko proceeds. Collective groundwater monitoring data will be evaluated to determine if any of the existing data

reflect possible Landfill impacts of concern to water quality in Lake Toko. Historical groundwater monitoring parameters will be evaluated to identify any gaps in these parameters relative to potential waste constituents. The physical characteristics of the Landfill (e.g., the presence or absence of a cover and, if present, the makeup of the cover) will also be considered in assessing potential risks. A sampling plan to gather additional groundwater and surface water quality data will be included, should our assessment suggest further data gathering can reduce the risk to the City.

Task 2b – Legal Liaison Contingency

Should the qualitative assessment of the risks to the City appear favorable, INTERA will liaise with the City's legal counsel or their chosen legal representative to relay the information found during the review completed in *Task 2a*. As requested by the City, this will be reserved as a contingency to this proposal at a cost of \$15,000.

Task 3. Technical Memoranda and Presentation of Results

The water quantity assessment of the former Vulcan Pit and the Rhodes Landfill risk assessment will be summarized in two technical memoranda containing methods, results, and recommendations. INTERA will also meet with the City to discuss our findings. As discussed, the Pit assessment will also be included as an Appendix in the engineering report.

Task 4. Source Water Protection Plan

The City has much of the required SWP elements located in various reports. A vision statement is needed and will be created in concert with City officials. INTERA will compile the required information and assemble into a format addressing each of the elements set out by the ILEPA SWP criteria. To comply with the ILEPA, this must be submitted to ILEPA for approval by July 26, 2022.

TASK DESCRIPTION	Princ Eng Sci I	Princ Eng Sci III	Sr Eng Sci IV	Eng Sci III	Eng Sci III	Sr Eng Sci III	Sr Eng Sci I	Princ Eng Sci II	Princ Eng Sci II	Eng Sci III	Eng/Sci I	Sr CAD Tech	Tech Editor	TOTAL HOURS LABOR
HOURS														
Task 1. Vulcan Pit Assessment														
Task 1a. Quantity Assessment	2	30		30		8	20				120	110	8	88
Task 1b. Engineering Design						23	9				74		8	352
Task 1c. Permitting						12	2				58	8		147
Task 1d. Bidding Support														120
Task 2. Rhodes Landfill Due Diligence		20				21	24							
Task 2a. Document Compilation & Risk Assessment	15					15								149
Task 2b. Legal Liaison Contingency	6	10		4	12	18	11							60
Task 3. Pit and Landfill Report & Presentation Deliverables		60		4	46	40	72							114
Task 4. Source Water Protection Plan Preparation	23					146						118	16	64
LABOR														1104
Task 1. Vulcan Pit Assessment														
Task 1a. Quantity Assessment	\$0	\$2,076	\$0	\$0	\$1,050	\$659	\$1,358	\$0	\$0	\$0	\$0	\$0	\$0	\$5,144
Task 1b. Engineering Design	\$193	\$0	\$0	\$0	\$0	\$1,895	\$611	\$6,774	\$0	\$0	\$6,025	\$3,850	\$280	\$19,629
Task 1c. Permitting	\$0	\$0	\$0	\$0	\$0	\$742	\$407	\$3,764	\$0	\$0	\$3,716	\$0	\$280	\$8,908
Task 1d. Bidding Support	\$0	\$0	\$0	\$0	\$0	\$989	\$136	\$3,011	\$0	\$0	\$2,912	\$280	\$0	\$7,328
Task 2. Rhodes Landfill Due Diligence														
Task 2a. Document Compilation & Risk Assessment	\$0	\$1,384	\$0	\$0	\$0	\$1,730	\$1,630	\$301	\$1,505	\$1,400	\$0	\$0	\$0	\$9,456
Task 2b. Legal Liaison Contingency	\$1,446	\$0	\$0	\$0	\$0	\$1,236	\$0	\$0	\$1,129	\$0	\$0	\$0	\$0	\$4,940
Task 3. Pit and Landfill Report & Presentation Deliverables	\$578	\$692	\$301	\$140	\$420	\$1,483	\$747	\$1,129	\$828	\$350	\$0	\$0	\$0	\$7,497
Task 4. Source Water Protection Plan Preparation	\$0	\$0	\$1,004	\$140	\$140	\$3,296	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,440
	\$2,217	\$4,153	\$1,305	\$140	\$1,610	\$12,030	\$4,889	\$14,979	\$3,462	\$1,750	\$12,653	\$4,130	\$560	\$67,341
Direct Expense & Reimbursables														
Task 1. Vulcan Pit Assessment														
Task 1a. Quantity Assessment	\$	300	\$	450	\$	200	\$	1,000	\$	\$	\$	\$	\$	\$1,403
Task 1b. Engineering Design								\$	9,000					\$10,350
Task 1c. Permitting														\$0
Task 1d. Bidding Support														\$0
Task 2. Rhodes Landfill Due Diligence		95											\$14	\$109
Task 2a. Document Compilation & Risk Assessment													\$0	\$0
Task 2b. Legal Liaison Contingency													\$68	\$518
Task 3. Pit and Landfill Report & Presentation Deliverables														
Task 4. Source Water Protection Plan Preparation														
LABOR MULTIPLIER 3.02														
Task 1. Vulcan Pit Assessment														
Task 1a. Quantity Assessment	\$5,144	\$15,533	\$10,753	\$26,286										
Task 1b. Engineering Design	\$19,629	\$59,278	\$10,350	\$69,628										
Task 1c. Permitting	\$8,908	\$26,902	\$0	\$26,902										
Task 1d. Bidding Support	\$7,328	\$22,129	\$0	\$22,129										
Task 2. Rhodes Landfill Due Diligence														
Task 2a. Document Compilation & Risk Assessment	\$9,456	\$28,557	\$109	\$28,667										
Task 2b. Legal Liaison Contingency	\$4,940	\$14,919	\$0	\$14,919										
Task 3. Pit and Landfill Report & Presentation Deliverables	\$7,497	\$22,640	\$518	\$23,158										
Task 4. Source Water Protection Plan Preparation	\$4,440	\$13,409	\$0	\$13,409										
TOTALS	\$67,341	\$203,370	\$21,729	\$225,099										
ESTIMATED ENGINEERING COST														

Last Revised: 4/4/2022



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 _____.

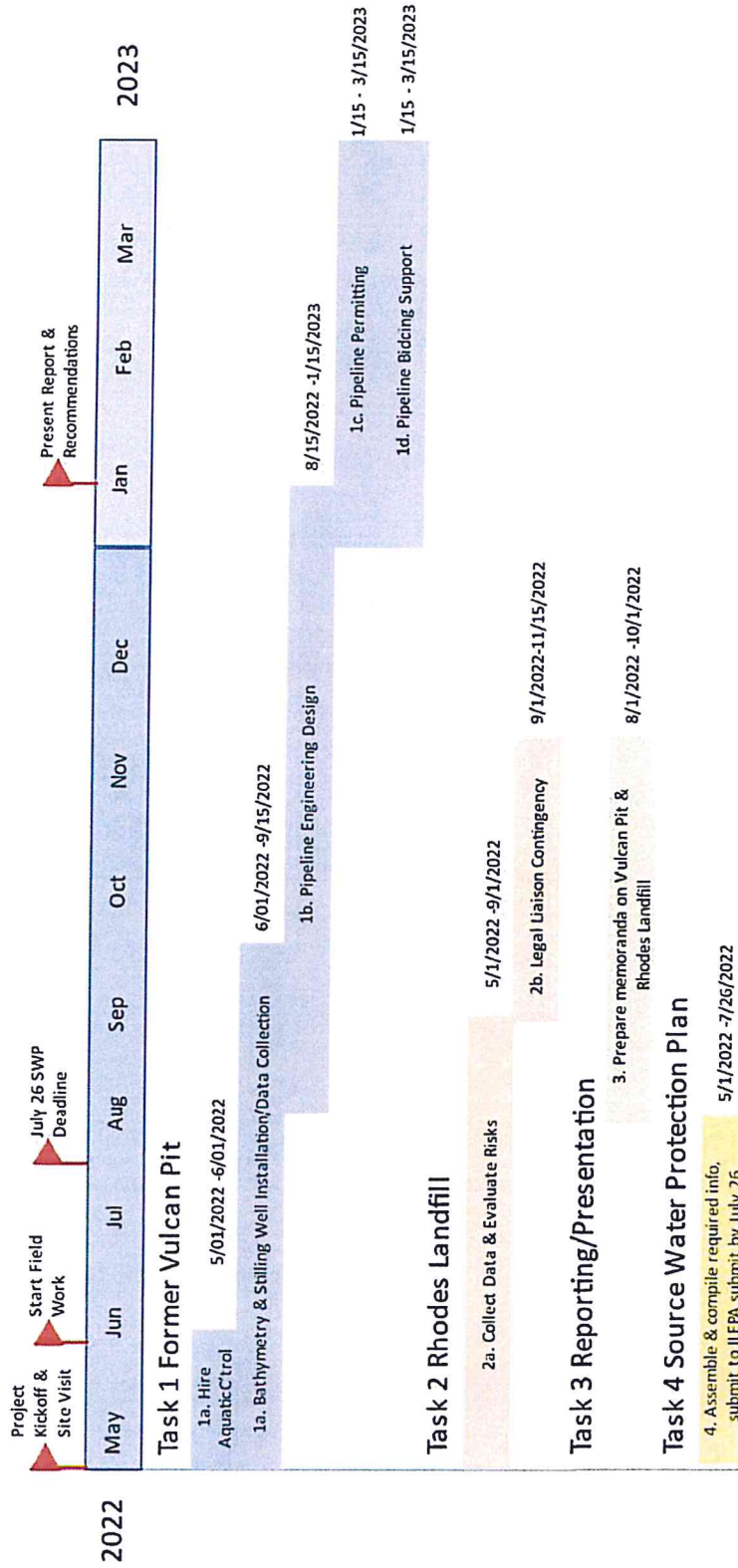
After that date, you are to start performing the work as outlined in the Scope of Services and Project Timeline included in the executed contract. Please schedule and chair a project startup meeting at your earliest convenience.

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





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

Amendment No

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 amendments \$ _____
 Amount of current amendment \$ _____
 Amount of adjusted/final contract \$ _____

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

State fully the nature and reason for the amendment change _____

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

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
4/04/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC -CL 4630 North Loop 1604 West Suite 410 San Antonio, TX 78249		CONTACT NAME: Danelle Touchstone PHONE (A/C, No, Ext): 210-524-2094 FAX (A/C, No): 610-537-1904 E-MAIL ADDRESS: danelle.touchstone@usi.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Lloyd's of London	
		INSURER B: Hartford - WC Multiple Issuing Cos	
		INSURER C: Sentinel Insurance Company Ltd.	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Pollution Liability ☒ BI/PD DED \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		ENVP000025421	06/01/2021	06/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		65UECZR3402	06/01/2021	06/01/2022	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 ☐ RETENTIONS		ENVX000020621	06/01/2021	06/01/2022	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	65WBOL6H7Y	06/01/2021	06/01/2022	☒ 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
A	Professional Liab Each Wrongful Act Deductible		ENVP000025421	06/01/2021	06/01/2022	\$2,000,000 \$1,000,000 \$100,000

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

The Excess Policy sits over the General Liability, Pollution Liability, Automobile Liability and Professional Liability limits. Professional Liability is on a claims made basis.

The General Liability and Automobile Liability policies include a blanket Additional Insured endorsement that provides Additional Insured status to the City of Decatur and its officers and (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Decatur, Illinois #1 Gary K. Anderson Plaza Decatur, IL 62523	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

employees when there is a written contract that requires such status and only with regard to work performed on behalf of the named insured.

The General Liability, Automobile Liability, and Workers Compensation policies provide a blanket Waiver of Subrogation in favor of the Certificate Holder when required by written contract.

The General Liability and Automobile Liability policies contain a special endorsement with Primary and Non-contributory wording when required by written contract.

A thirty (30) days prior written notice of cancellation to certificate holder applies when required by written contract.

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 INDIANA)
) ss.
COUNTY OF MONROE)

SECTION I. BUSINESS STATUS STATEMENT

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

A. INTERA Incorporated (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 74-3010638.

B. CORPORATION

The State of Incorporation is TEXAS.

Registered Agent of Corporation in Illinois:	Business Information (If Different from Above):
<u>Registered Agent Solutions Inc</u> Name	<u>9600 Great Hills Trail, Suite 300W</u> Company Address, Principal Office
<u>3000 Professional Dr., Suite A</u> Address	<u>Austin, Texas, 78759</u> City, State, Zip
<u>Springfield, IL 62703</u> City, State, Zip	<u>(512) 425-2000</u> <u>(512) 425-2099</u> Telephone Facsimile
_____ Telephone	<u>www.intera.com</u> Website

The corporate officers are as follows:

President: A. Marsh Lavenue

Vice President: Cynthia Ardito

Secretary: Van Kelley

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).

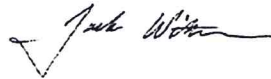
SECTION III. DRUG FREE WORKPLACE AND DELINQUENT ILLINOIS TAXES STATEMENT

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



Signature

Jack Wittman

Printed Name

VP Water, Eastern US

Title

SUBSCRIBED and SWORN to before me this 4th day of April, 2022.



Notary Public

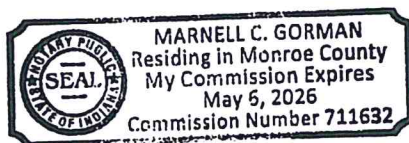


Exhibit H		
DIRECT HOURLY LABOR COSTS OF THE CONSULTING ENGINEER As of the date of this contract.		
Project Name: Decatur Source Water Supply Enhancement Project		
Consulting Engineer: INTERA Incorporated		
Classification	Minimum	Maximum
Principal	\$61.30	\$93.32
Project Manager	\$61.30	\$93.32
Structural Engineer	--	--
Senior Engineer	\$55.29	\$63.35
Engineer	\$36.06	\$45.19
Senior Technician/Tech Editor	\$31.61	\$37.26
Technician	\$23.14	\$29.60
Professional Land Surveyor	--	--
Construction Inspector	--	--
Structural Engineer	--	--
Clerical	\$17.00	\$26.83

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: _____

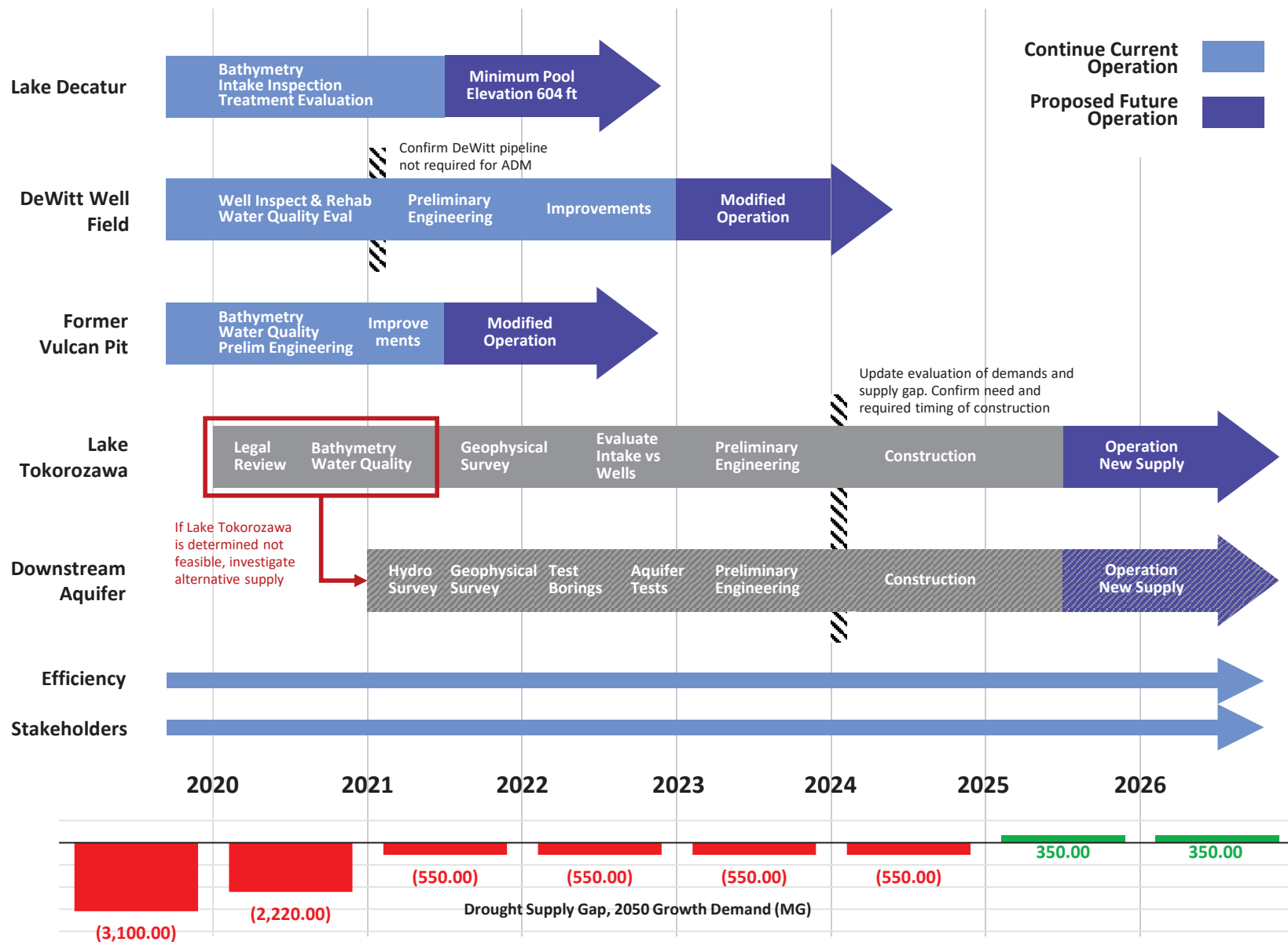


Figure 11.1: Recommended supplemental water-supply portfolio development.



Lake Tokorozawa
Lake Charles Rhodes
Rhodes Landfill

Former Vulcan
Pit

Public Works

DATE: 4/25/2022

MEMO: 2022-24

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 Co., Inc. for 2022 Miscellaneous Sanitary & Storm Sewer Improvement Project City Project 2022-09

SUMMARY RECOMMENDATION:

It is recommended by staff that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2022 Miscellaneous Sanitary & Storm Sewer Improvement Project, City Project 2022-09, to Entler Excavating Co, Inc., (Entler) as the lowest responsive and responsible bidder in the amount of \$663,222.00 and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

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 2022 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 2022 Miscellaneous Sanitary & Storm Sewer Improvement Project will address some of items 1 and 2 above.

Project Description

The 2022 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 2022 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 70% of the project is expected to be sanitary sewer related and 30% of the project storm sewer related.

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised Wednesday, March 30, 2022, and bids were opened on April 20, 2022. The results for the letting are as follows:

<u>Bidder</u>	<u>Bid Price</u>	<u>Compared to Engineer's Est. Over/(Under)</u>
Entler Excavating Co., Inc.	\$663,222.00	(1.7%)
E.L. Pruitt Company	\$774,230.00	14.7%
Engineer's Estimate	\$674,930	-----

Three contractors took out bid packages and two contractors submitted a bid proposal for the 2022 Miscellaneous Sanitary & Storm Sewer Improvement Project. Entler Excavating Company, Inc.

provided the lowest responsive and responsible bid at 1.7% below the Engineer's Estimate. The 2022 work establishes unit prices for typical work items needed to complete storm and sanitary system 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 2022 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 91.2% of the contract and subcontract 8.8% of the work for trucking, concrete patching and asphalt with 1.5 % being performed by a Minority Business Enterprise. Entler provided documentation that a good faith effort was made to comply with the City's goals.

PRIOR COUNCIL ACTION:

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.

POTENTIAL OBJECTIONS: 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.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is currently allocated from the Sanitary Sewer Fund at \$463,222 for sanitary sewer work, and the Stormwater Fund at \$200,000 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 \$663,222.00.

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

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Entler Excavating Co. Inc. for 2022 Miscellaneous Sanitary and Storm Sewer Improvement Project, City Project 2022-09	Resolution Letter
Council Bid Tab	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH ENTLER EXCAVATING CO. INC. FOR 2022
MISCELLANEOUS SANITARY AND STORM SEWER IMPROVEMENT PROJECT
CITY PROJECT 2022-09**

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

Section 1. That the tabulation of bids received for City Project 2022-09, 2022 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 Co. Inc. in the amount of \$663,222.00 be, and it is hereby, accepted and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Entler Excavating Company, Inc., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$663,2220.00.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000 as a bonus.

PRESENTED and ADOPTED this 2nd day of May 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

2022 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT

CITY PROJECT 2022-09

April 2022

a project of the



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

FOR BIDDING

CITY OF DECATUR

2022 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROJECT

Julie Moore Wolfe, Mayor

Ed Culp

David Horn

Chuck Kuhle

Dennis R. Cooper

Lisa Gregory

Bill Faber

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

CITY OF DECATUR
2022 MISCELLANEOUS SANITARY & STORM SEWER
IMPROVEMENT PROJECT
CITY PROJECT 2022-09

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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, April 20, 2022**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2022 MISCELLANEOUS SANITARY AND STORM SEWER IMPROVEMENT PROJECT

CITY PROJECT 2022-09

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, 2023, 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 **PRE-BID** will be held by **CONFERENCE CALL ONLY** on **APRIL 6, 2022, at 10:30 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 1-888-450-5996. When prompted please enter the passcode 133891.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc., 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:
 - **Decaturblueplans.com**
 - **City of Decatur, Engineering Division**
1 Gary K Anderson Plaza
Decatur, IL 62523

ADVERTISEMENT FOR BIDS

The City of Decatur hereinafter referred to as “City” or “Owner”, 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 after the award of a contract has been approved by the City of Decatur’s City Council, on the City’s web site at:

<https://www.decaturlil.gov/departments/public-works/contractor-project-bid-information/>

5. 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.
6. The contractor shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the period during which the work is performed, as determined by the Illinois Department of Labor.
7. Before the Contractor and any Subcontractor commences 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.
8. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract:

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

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

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

March 30, 2022
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2022 Miscellaneous Sanitary & Storm Sewer Improvement Project**

City Project No.: **2022-09**

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 date, time stamped, and initialed by the Purchasing Agent or designee.**

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

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

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

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

The bid process is as follows:

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

INFORMATION FOR BIDDERS

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

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

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

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

INFORMATION FOR BIDDERS

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

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to Paul Caswell, P.E., City Engineer, at # 1 Gary K. Anderson Plaza, Decatur, Illinois 62523, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Contract Documents which, if issued, notification will be e-mailed 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 Decatur Blue Print's website at www.DecaturBlue.com.

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

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

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

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

- I. Description of the Minority Participation Goals Program:
- A. The City of Decatur encourages the participation of minorities and Minority Business Enterprises (MBEs) for City-funded public works construction projects. To comply with Chapter 28, Section 10, of the City Code, **bidders will make a good faith effort to meet the following minimum goals:**
1. **10%** of the total dollar amount of the contract should be performed by Minority Business Enterprises if subcontracting opportunities are available and/or **10%** of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises.
 2. Minority workers should perform **18%** of the total hours worked.
- B. Failure to submit a **Minority Business Enterprise (MBE) Utilization Statement** or the **Minority Business Enterprise (MBE) Participation Waiver Request** as described and provided herein, may cause the bid to be rejected and determined non-responsive.
- C. If the use of Minority Business Enterprise meets or exceeds 20% the final contract value, the City will award a 2% Bonus based on the final contract amount up to a maximum of \$50,000.
- II. Pre-Bid Efforts when Awarding Subcontracts: Bidders shall make a good faith effort to contact and solicit bids from MBEs for available subcontracting. Subcontracting contact and bidding is to be made prior to bid opening. Subcontract information is to be recorded on the **Minority Business Enterprise (MBE) Utilization Statement** to be submitted with the bid documents.
- III. Waiver:
- A. If a contractor does not or cannot meet the City's minority participation goals for contracts, it may seek in writing a waiver. The waiver request shall include, as appropriate:
1. Evidence of the contractor's good faith efforts to secure participation by MBE and minority workers;
 2. Evidence the contractor received no proposals or inquiries from qualified MBE or firms that employ minority workers in response to a good faith effort to secure participation.
- B. Bidders seeking a waiver of MBE goals must submit with the bid documents a **Minority Business Enterprise (MBE) Participation Waiver Request.**
- IV. Change in the Use of Subcontractors or Self-Performance Status: Before the Prime Contractor can deviate from utilizing any of the subcontractors listed on the Minority Business Enterprise (MBE) Utilization Statement, add subcontractors, or declare the intent to self-perform the work; a completed **Notification of Change in Participation** form is to be submitted for each change.

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

- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, 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 webinfo@eprismsoft.com or (309) 692-6400.
- VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

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

- D. PUBLIC WORKS PROJECTS. All City projects entered into for the repair, remodeling, renovation or construction of public buildings, structures and rights of way.
(Amended, Ordinance No. 2020-124, August 3, 2020)

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

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

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

- viii. Seeking services from available minority community organizations; minority contractors' groups, minority business assistance offices and other organizations, as appropriate, to provide assistance in recruiting MBEs and minority workers;
 - ix. If an MBE is rejected, providing sound reasons for rejection based on a thorough investigation of the firm;
 - x. Providing payroll records or other evidence showing the percentage of minority workers employed on the project or the percentage of project hours completed by minority workers;
 - xi. All other good faith efforts or evidence of due diligence to meet the City's minority participation goals.
- G. The minority participation goals shall be reviewed annually by the City Manager or his designee. Any changes of the goals shall require a majority vote by Decatur City Council.
(Amended, Ordinance No. 2020-124, August 3, 2020)

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

- A. If a contractor fails to meet the City's minority participation goals, falsifies MBEs documentation, and/or fails to provide evidence of a good faith effort to meet the goals, the Public Works Director or his designee may, as appropriate:
- i. Order immediate corrective action, as appropriate and practicable, to meet the minority participation goals or to show a good faith effort toward meeting the goals;
 - ii. Assess a fine or penalty not to exceed \$2,000 for each offense. Each day on which a violation occurs or continues shall be considered a separate offense. The assessed fine or penalty may be deducted and withheld from the unpaid portion of the contract;
 - iii. Order that the contractor will not be considered a responsive responsible bidder for future City projects for a fixed period of time and/or until the contractor provides evidence of making a good faith effort toward meeting the City's minority participation goals.

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

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

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

BID PROPOSAL
RETURN WITH BID

For Construction of: **2022 Miscellaneous Sanitary & Storm Sewer Improvement**
City Project No.: **2022-09**
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 effecting 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, 2023. 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:

Addenda #	Dated	Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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.	Loyalty Services	trucking
2.	Hard Surfacing	concrete
3.	Dunn Company	Asphalt
4.	_____	_____

RETURN WITH BID

DATE 4/14, 2022

(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

Business Address &
E-mail Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail Addresses

Names of All Members of
Firm

(If a Corporation)
Corporate Name

Entler Excavating Co. Inc. (SEAL)

By:

x Stuart Entler
Vice-President

Business Address &
E-mail Addresses

819 N. Sunnyside Rd. Decatur, IL 62522

Karnentlerex@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 2022 MISCELLANEOUS SANITARY & STORM SEWER IMPROVEMENT PROEJCT CITY PROJECT 2022-09

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20800150	TRENCH BACKFILL	CU YD	850	<u>51.75</u>	<u>43987.50</u>
21400100	GRADING & SHAPING DITCHES	FOOT	50	<u>5.75</u>	<u>287.50</u>
25000100	SEEDING, CLASS 1	SQ YD	1,500	<u>2.88</u>	<u>4320.00</u>
25100105	MULCH, METHOD 1	SQ YD	1,500	<u>2.88</u>	<u>4320.00</u>
25100630	EROSION CONTROL BLANKET	SQ YD	50	<u>5.75</u>	<u>287.50</u>
25200100	SODDING	SQ YD	25	<u>34.50</u>	<u>862.50</u>
28000510	INLET PROTECTION	EACH	5	<u>1.15</u>	<u>5.75</u>
28000900	FENCE (EROSION CONTROL)	FOOT	50	<u>5.75</u>	<u>287.50</u>
40800010	BITUMINOUS MATERIALS (PRIME COAT)	GAL	50	<u>15.00</u>	<u>750.00</u>
40800040	INCIDENTAL BITUMINOUS SURFACING	TON	45	<u>517.50</u>	<u>23287.50</u>
42000300	PORTLAND CEMENT CONCRETE PAVEMENT, 8 INCH	SQ YD	100	<u>97.75</u>	<u>9775.00</u>
42000301	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 8 INCH	SQ YD	250	<u>17.25</u>	<u>4312.50</u>
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	50	<u>97.75</u>	<u>4887.50</u>
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SQ FT	150	<u>28.75</u>	<u>4312.50</u>
44000100	PAVEMENT REMOVAL	SQ YD	350	<u>23.00</u>	<u>8050.00</u>
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	50	<u>23.00</u>	<u>1150.00</u>
44000600	SIDEWALK REMOVAL	SQ FT	150	<u>5.75</u>	<u>862.50</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>120.75</u>	<u>9056.25</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	20	<u>171.00</u>	<u>3420.00</u>
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	FOOT	20	<u>194.00</u>	<u>3880.00</u>
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	FOOT	20	<u>222.00</u>	<u>4440.00</u>
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	FOOT	20	<u>234.00</u>	<u>4680.00</u>
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	FOOT	20	<u>309.00</u>	<u>6180.00</u>
59300100	CONTROLLED LOW-STRENGTH MATERIAL	CU YD	100	<u>126.50</u>	<u>12650.00</u>
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	10	<u>5175.00</u>	<u>51750.00</u>
60228120	MANHOLES, SANITARY, 5 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	3	<u>6325.00</u>	<u>18975.00</u>
60228111	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	FOOT	12	<u>575.00</u>	<u>6900.00</u>
60228112	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	FOOT	3	<u>690.00</u>	<u>2070.00</u>
60234200	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	EACH	2	<u>2760.00</u>	<u>5520.00</u>
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EACH	2	<u>3105.00</u>	<u>6210.00</u>
60238700	INLETS, TYPE B, TYPE 1, FRAME AND GRATE	EACH	2	<u>3220.00</u>	<u>6440.00</u>
60240220	INLETS, TYPE B, TYPE 3, FRAME AND GRATE	EACH	2	<u>3450.00</u>	<u>6900.00</u>
60255800	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	5	<u>3450.00</u>	<u>17250.00</u>
60255801	MANHOLE TO BE ADJUSTED W/ NEW TYPE 1 FRAME, CLOSED LID IN PAVEMENT	EACH	5	<u>4600.00</u>	<u>23000.00</u>
67100100	MOBILIZATION	EACH	35	<u>1150.00</u>	<u>40250.00</u>
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	EACH	20	<u>1150.00</u>	<u>23000.00</u>

BID PROPOSAL
RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY		
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701606	EACH	10	<u>1725.00</u>	<u>17250.00</u>
Z0001000	SUSPENSION OF WORK	HOURL	30	<u>690.00</u>	<u>20700.00</u>
Z0018900	DOWEL BARS	EACH	100	<u>34.50</u>	<u>3450.00</u>
Z0059500	SEWER, TYPE 2 & 3, 6 INCH	FOOT	75	<u>142.00</u>	<u>10650.00</u>
Z0059600	SEWER, TYPE 2 & 3, 8 INCH	FOOT	100	<u>194.00</u>	<u>19400.00</u>
Z0059700	SEWER, TYPE 2 & 3, 10 INCH	FOOT	100	<u>205.00</u>	<u>20500.00</u>
Z0059800	SEWER, TYPE 2 & 3, 12 INCH	FOOT	75	<u>217.00</u>	<u>16275.00</u>
Z0059900	SEWER, TYPE 2 & 3, 15 INCH	FOOT	20	<u>240.00</u>	<u>4800.00</u>
Z0059925	SEWER, TYPE 2 & 3, 18 INCH	FOOT	20	<u>253.00</u>	<u>5060.00</u>
Z0059950	SEWER, TYPE 2 & 3, 24 INCH	FOOT	20	<u>281.75</u>	<u>5635.00</u>
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	EACH	1	<u>\$30,000.00</u>	<u>\$30,000.00</u>
Z0064600	SELECTIVE CLEARING	ACRE	2.0	<u>5750.00</u>	<u>11500.00</u>
XX000541	EXPLORATORY EXCAVATION	EACH	20	<u>1150.00</u>	<u>23000.00</u>
XX000551	STABILIZED CONSTRUCTION ENTRANCE (6-INCH)	SQ YD	10	<u>200.00</u>	<u>2000.00</u>
XX003424	CONNECT TO EXISTING STRUCTURE	EACH	15	<u>1150.00</u>	<u>17250.00</u>
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	EACH	5	<u>575.00</u>	<u>2875.00</u>
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	EACH	15	<u>1150.00</u>	<u>17250.00</u>
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-10 INCH)	EACH	35	<u>920.00</u>	<u>32,200.00</u>
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	EACH	10	<u>1610.00</u>	<u>16100.00</u>

BID PROPOSAL
RETURN WITH BID

BID ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (18-24 INCH)	EACH	2	1955.00	3910.00
XX004209	SANITARY SERVICE CONNECTION	EACH	12	1150.00	13800.00
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	FOOT	20	15.00	300.00
TOTAL BASE BID				663,222.00	
Six hundred sixty-three thousand two hundred TOTAL BASE BID (IN WORDS) twenty-two dollars.					



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	4/14/2022	Project Title:	2022 Misc. Sanitary & Storm Sewer Improvement
Total Contract Value:	663,222.00	Project Number:	2022-09

Section I: Prime Contractor Information

Prime Contractor: Entler Excavating Co. Inc
 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
Loyalty Services	MBE	\$10,000	1.5%	trucking
Hard Surfacing	NON-MBE	\$25,000.00	3.7%	concrete
Dunn Company	NON-MBE	\$24,000.00	3.6%	Asphalt
Totals		59000.00	8.80%	

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

Section III: Purchase of Goods, Materials, or Equipment

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

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial

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

Section V: MBEs that were contacted for this project

Subcontractor Name	Method of Contact	Contact Outcome
Garcia's Sons Const. Co.	Phone	left message - no return call
XXXXXXXXXXXXXXXXXXXX	Phone	XXXXXXXXXXXXXXXXXXXX
VEYA Inc	Phone	not bidding - job too small
Ordaz Construction	Phone	no reply back
P.A. Atherton	Phone	no reply back
Loyalty Services	Phone	Bidding
Ray's Paving	Phone	left message - no response
Thornton's Rave Const	phone	left message - no response

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

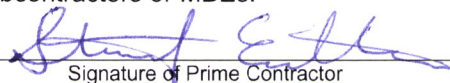
Section V:

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

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

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

X


Signature of Prime Contractor

4/14/22

Date



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

RETURN WITH BID WHEN REQUIRED

Minority Business Enterprise (MBE) Participation Waiver Request

Date:	4/14/2022	Project Title:	2022 Misc. Sanitary & Storm Sewer Improvement
		Project Number:	2022-09

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

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

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

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

Stuart Entler
Signature of Prime Contractor

4/14/22
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 OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	4/14/22	Project Title:	2022 Misc. Sanitary & Storm Sewer Improvements	
Total Contract Value:	663,222.00	Project Number:	2022-09	

Section I: Minority Business Enterprise (MBE) Information

Name: Loyalty Services LLC

Address: 3722 Tulane
Decatur, IL 62522

Phone: 217-853-2204

Contact Person: Jeff Rhodes

Email: _____

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Trucking	\$10,000	1.5%

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

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

Prime Contractor Signature	Print
x <u>Stuart Entler</u>	Stuart Entler
Title	Date
President	4/14/22

Minority Business Enterprise Signature	Print
<u>Jeff Rhodes</u>	Jeff Rhodes
Title	Date
Owner	4/14/22

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Illinois

COUNTY OF Macon

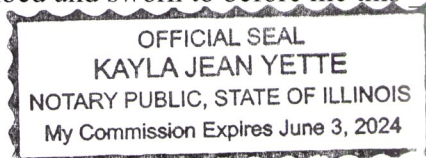
Stuart Entler, being first duly sworn, deposes and says that they are President (sole owner, partner, president, secretary, etc.) of Entler Excavating Co. Inc., the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company,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

Signed:

X [Signature]
Title President

Subscribed and sworn to before me this 14th day of April, 2022.

(SEAL)



Kayla Jean Yette
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.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # ENTLER4-20-22

KNOW ALL MEN BY THESE PRESENTS, that we

ENTLER EXCAVATING CO., INC.

819 N Sunnyside Rd Decatur, IL 62522

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

as Principal, hereinafter called the Principal, and

Granite Re, Inc.

14001 Quailbrook Dr Oklahoma City, OK 73134

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

City Of Decatur

#1 Gary K. Anderson Plaza Decatur, IL 62523

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

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

WHEREAS, the Principal has submitted a bid for

2022 Miscellaneous Sanitary and Storm Sewer Improvement Project; City Project 2022-09

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

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

Signed and sealed this 20th day of April, 2022

ENTLER EXCAVATING CO., INC.

(Principal)

(Seal)

x [Signature]
(Title) President

Granite Re, Inc.

(Surety)

(Seal)

[Signature]
Charles R. McQuiggan, Attorney-in-Fact

[Signature]
(Witness)

[Signature]
(Witness) Marci Little

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

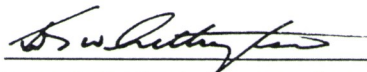
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this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

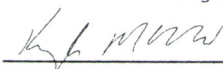
CHARLES R. MCQUIGGAN; RALPH L. MCQUIGGAN; STEPHEN MCQUIGGAN; HOLLY V. JOHNSON may lawfully do in the premises by virtue of these presents.

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

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



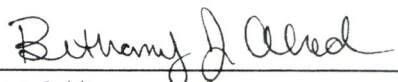

Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

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

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




Notary Public

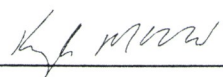
GRANITE RE, INC.
Certificate

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

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

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
20th day of April, 2022.




Kyle P. McDonald, Assistant Secretary

State of Illinois
County of Madison

On this 20th day of April 2022, before me, Holly V. Johnson, a Notary Public within and for the above mentioned county, personally appeared **Charles R. McQuiggan**, to me personally known, who being by me duly sworn he is an **Attorney-In-Fact** of:

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

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

Official Seal

Holly V. Johnson

Notary Public, State of Illinois

My Commission Expires **January 30, 2025**

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



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

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

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

Signature of Prime Contractor

Date

Signature of Prime Contractor

Date



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

Final Minority Business Enterprise (MBE) Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

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

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

Section III: Selected MBE Subcontractors

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

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

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

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

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

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

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

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

Signature of Prime Contractor

Date

Page 111 of 244

CONTRACT

THIS CONTRACT, made and entered into this 2nd day of May, 2022, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Entler Excavating Co. 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 "**2022 Miscellaneous Sanitary and Storm Sewer Improvement Project, City Project 2022-09**", 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, 2023.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

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

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

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 CO. INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2022 MISCELLANEOUS SANITARY & STORM IMPROVEMENT

Project Number 2022-09

We, Entler Excavating Co. Inc.

819 North Sunnyside Rd, Decatur, IL 62522

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

as PRINCIPAL, and _____

_____ as SURETY,

Six Hundred Sixty-three Thousand, Two Hundred Twenty-two Dollars and 00/100-----

----- Dollars (\$663,222.00), lawful money of the United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

E.L. Pruitt Co. _____
(Company Name) (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

Attest: _____ Attest: _____
(Signature & Title) (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

By: _____
(Name of Surety) (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 2nd day of May, A.D. 2022

Attest:

Kim Althoff, City Clerk _____ City Council _____
City of Decatur, Illinois

Julie Moore Wolfe, Mayor

Project Name: 2022 Miscellaneous Sanitary & Storm Sewer Improvement Project				Engineer		Entier Excavating Co. Inc.		E.L. Pruitt Co.	
Project Number: 2022-09				City Engineering Division		819 North Sunnyside Rd Decatur, IL 62522		121 S. Webster Street Decatur, IL 62523	
Bid Date: April 20, 2022									
Time: 10:00 a.m.									
Fund: Sewer, Storm Water									
Organization Code: 79487906, 79487806									
Object Code: 489030, 489040									
Item	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	860	CU YD	\$45.00	\$38,250.00	\$51.75	\$43,987.50	\$48.00	\$40,800.00
21400100	GRADING & SHAPING DITCHES	50	FOOT	\$10.00	\$500.00	\$5.75	\$287.50	\$6.00	\$300.00
25000100	SEEDING, CLASS 1	1,500	SQ YD	\$2.00	\$3,000.00	\$2.88	\$4,320.00	\$3.50	\$5,250.00
25100105	MULCH, METHOD 1	1,500	SQ YD	\$2.00	\$3,000.00	\$2.88	\$4,320.00	\$4.00	\$6,000.00
25100630	EROSION CONTROL BLANKET	50	SQ YD	\$8.00	\$400.00	\$5.75	\$287.50	\$7.00	\$350.00
25200100	SODDING	25	SQ YD	\$35.00	\$875.00	\$34.50	\$862.50	\$40.00	\$1,000.00
28000510	INLET PROTECTION	5	EACH	\$50.00	\$250.00	\$1.15	\$5.75	\$220.00	\$1,100.00
28000900	FENCE (EROSION CONTROL)	50	FOOT	\$7.50	\$375.00	\$5.75	\$287.50	\$7.00	\$350.00
40800010	BITUMINOUS MATERIALS (PRIME COAT)	50	GAL	\$15.50	\$775.00	\$15.00	\$750.00	\$45.00	\$2,250.00
40800040	INCIDENTAL BITUMINOUS SURFACING	45	TON	\$475.00	\$21,375.00	\$517.50	\$23,287.50	\$575.00	\$25,875.00
42000300	PORTLAND CEMENT CONCRETE PAVEMENT, 8 INCH	100	SQ YD	\$135.00	\$13,500.00	\$97.75	\$9,775.00	\$115.00	\$11,500.00
42000301	ADDITIONAL DEPTH OF PAVEMENT PER 1 INCH GREATER THAN 8 INCH	250	SQ YD	\$25.00	\$6,250.00	\$17.25	\$4,312.50	\$30.00	\$7,500.00
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	150	SQ YD	\$125.00	\$18,750.00	\$97.75	\$14,662.50	\$32.00	\$4,800.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	350	SQ FT	\$32.50	\$11,375.00	\$28.75	\$10,062.50	\$38.00	\$13,300.00
44000100	PAVEMENT REMOVAL	50	SQ YD	\$27.50	\$1,375.00	\$23.00	\$1,150.00	\$18.00	\$900.00
44000200	DRIVEWAY PAVEMENT REMOVAL	150	SQ YD	\$27.50	\$4,125.00	\$23.00	\$3,450.00	\$18.00	\$2,700.00
44000600	SIDEWALK REMOVAL	75	FOOT	\$12.50	\$937.50	\$5.75	\$431.25	\$15.00	\$1,125.00
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	1,000	FOOT	\$7.50	\$7,500.00	\$5.00	\$5,000.00	\$7.00	\$7,000.00
44213200	SAVI CUTS	20	FOOT	\$145.00	\$2,900.00	\$171.00	\$3,420.00	\$190.00	\$3,800.00
550A0340	STORM SEWERS, CLASS A, TYPE 2, 12 INCH	20	FOOT	\$165.00	\$3,300.00	\$194.00	\$3,880.00	\$210.00	\$4,200.00
550A0360	STORM SEWERS, CLASS A, TYPE 2, 15 INCH	20	FOOT	\$190.00	\$3,800.00	\$224.00	\$4,480.00	\$230.00	\$4,600.00
550A0380	STORM SEWERS, CLASS A, TYPE 2, 18 INCH	20	FOOT	\$200.00	\$4,000.00	\$234.00	\$4,680.00	\$275.00	\$5,500.00
550A0410	STORM SEWERS, CLASS A, TYPE 2, 24 INCH	20	FOOT	\$265.00	\$5,300.00	\$308.00	\$6,160.00	\$325.00	\$6,500.00
550A0450	STORM SEWERS, CLASS A, TYPE 2, 36 INCH	100	CU YD	\$125.00	\$12,500.00	\$126.50	\$12,650.00	\$175.00	\$17,500.00
59300100	CONTROLLED LOW-STRENGTH MATERIAL	10	EACH	\$5,250.00	\$52,500.00	\$5,175.00	\$51,750.00	\$5,500.00	\$55,000.00
60228110	MANHOLES, SANITARY, 4 FT-DIAMETER, TYPE 1 FRAME, CLOSED LID	3	EACH	\$5,775.00	\$17,325.00	\$6,325.00	\$18,975.00	\$6,500.00	\$19,500.00
60228121	ADDITIONAL DEPTH OF MANHOLE 4 FT-DIAMETER	12	FOOT	\$610.00	\$7,320.00	\$575.00	\$6,900.00	\$800.00	\$9,600.00
60228122	ADDITIONAL DEPTH OF MANHOLE 5 FT-DIAMETER	3	FOOT	\$720.00	\$2,160.00	\$690.00	\$2,070.00	\$900.00	\$2,700.00
60234200	INLETS, TYPE A, TYPE 1 FRAME AND GRATE	2	EACH	\$2,500.00	\$5,000.00	\$2,760.00	\$5,520.00	\$2,800.00	\$5,600.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	2	EACH	\$2,850.00	\$5,700.00	\$3,105.00	\$6,210.00	\$3,200.00	\$6,400.00
60236700	INLETS, TYPE B, TYPE 1 FRAME AND GRATE	2	EACH	\$3,100.00	\$6,200.00	\$3,450.00	\$6,900.00	\$3,900.00	\$7,800.00
60240220	INLETS, TYPE B, TYPE 3 FRAME AND GRATE	5	EACH	\$3,100.00	\$15,500.00	\$3,450.00	\$17,250.00	\$3,800.00	\$19,000.00
60255800	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	5	EACH	\$5,500.00	\$27,500.00	\$4,600.00	\$23,000.00	\$4,500.00	\$22,500.00
60255801	MANHOLE TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID, IN PAVEMENT	35	EACH	\$1,750.00	\$61,250.00	\$1,150.00	\$40,250.00	\$1,700.00	\$59,500.00
67100100	MOBILIZATION	20	EACH	\$1,250.00	\$25,000.00	\$1,150.00	\$23,000.00	\$1,200.00	\$24,000.00
70102620	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	10	EACH	\$2,250.00	\$22,500.00	\$1,725.00	\$17,250.00	\$1,600.00	\$16,000.00
70102625	TRAFFIC CONTROL AND PROTECTION, STANDARD 701608	30	HOURL	\$650.00	\$19,500.00	\$690.00	\$20,700.00	\$3,000.00	\$9,000.00
70001000	SUSPENSION OF WORK	100	EACH	\$17.50	\$1,750.00	\$34.50	\$3,450.00	\$30.00	\$3,000.00
70018900	DOWEL BARS	75	FOOT	\$120.00	\$9,000.00	\$142.00	\$10,650.00	\$140.00	\$10,500.00
70059500	SEWER, TYPE 2 & 3, 6 INCH	100	FOOT	\$165.00	\$16,500.00	\$194.00	\$19,400.00	\$180.00	\$18,000.00
70059600	SEWER, TYPE 2 & 3, 8 INCH	100	FOOT	\$175.00	\$17,500.00	\$205.00	\$20,500.00	\$220.00	\$22,000.00
70059700	SEWER, TYPE 2 & 3, 10 INCH	75	FOOT	\$185.00	\$13,875.00	\$217.00	\$16,275.00	\$275.00	\$20,625.00
70059800	SEWER, TYPE 2 & 3, 12 INCH	20	FOOT	\$205.00	\$4,100.00	\$240.00	\$4,800.00	\$290.00	\$5,800.00
70059925	SEWER, TYPE 2 & 3, 15 INCH	20	FOOT	\$225.00	\$4,500.00	\$253.00	\$5,060.00	\$310.00	\$6,200.00
70059950	SEWER, TYPE 2 & 3, 18 INCH	20	FOOT	\$250.00	\$5,000.00	\$281.75	\$5,635.00	\$340.00	\$6,800.00
70059950	SEWER, TYPE 2 & 3, 24 INCH	20	FOOT	\$30.00	\$600.00	\$30.00	\$600.00	\$30.00	\$600.00
70064600	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	EACH	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
XX000541	SELECTIVE CLEARING	2.0	ACRE	\$5,500.00	\$11,000.00	\$5,750.00	\$11,500.00	\$6,000.00	\$12,000.00
XX000541	EXPLORATORY EXCAVATION	20	EACH	\$1,100.00	\$22,000.00	\$1,150.00	\$23,000.00	\$900.00	\$18,000.00
XX000551	STABILIZED CONSTRUCTION ENTRANCE (6-INCH)	10	SQ YD	\$90.00	\$900.00	\$200.00	\$2,000.00	\$2,300.00	\$23,000.00
XX003424	CONNECT TO EXISTING STRUCTURE	15	EACH	\$1,250.00	\$18,750.00	\$1,150.00	\$17,250.00	\$600.00	\$9,000.00
XX005486	CONNECT TO EXISTING PIPE (6-12 INCH)	5	EACH	\$525.00	\$2,625.00	\$575.00	\$2,875.00	\$900.00	\$4,500.00
XX005487	CONNECT TO EXISTING PIPE (15-24 INCH)	15	EACH	\$1,100.00	\$16,500.00	\$1,150.00	\$17,250.00	\$1,200.00	\$18,000.00
XX005488	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (6-10 INCH)	35	EACH	\$900.00	\$31,500.00	\$920.00	\$32,200.00	\$900.00	\$31,500.00
XX005489	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (12-15 INCH)	10	EACH	\$1,500.00	\$15,000.00	\$1,610.00	\$16,100.00	\$1,500.00	\$15,000.00
XX005490	CONNECT TO EXISTING PIPE WITH STAINLESS STEEL SHEAR RINGS (18-24 INCH)	2	EACH	\$1,800.00	\$3,600.00	\$1,955.00	\$3,910.00	\$1,200.00	\$2,400.00
XX004209	SANITARY SERVICE CONNECTION	12	EACH	\$1,250.00	\$15,000.00	\$1,150.00	\$13,800.00	\$90.00	\$1,080.00
XX005719	FILLING EXISTING SANITARY SEWER <15 INCH	20	FOOT	\$40.00	\$800.00	\$15.00	\$300.00	\$60.00	\$1,200.00

Project Name: 2022 Miscellaneous Sanitary & Storm Sewer Improvement Project Project Number: 2022-09 Bid Date: April 20, 2022 Time: 10:00 a.m. Fund: Sewer, Storm Water Organization Code: 79487906, 78487806 Object Code: 489030, 489040					Engineer City Engineering Division		Entler Excavating Co. Inc. 819 North Sunnyside Rd Decatur, IL 62522		E.L. Pruitt Co. 121 S. Webster Street Decatur, IL 62523	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	
TOTAL BASE BID (AS CORRECTED)					\$674,930.00	\$663,222.00		\$774,230.00		
Percent Over Under ENGINEER'S ESTIMATE						-1.73%		14.71%		



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

4/22/22

Date

Public Works

DATE: 4/25/2022

MEMO: 2022-25

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT:
Resolution Accepting the Bid and Authorizing the Execution of a Contract with E.L. Pruitt Company for the 2022 Storm Drainage Improvement Project, City Project 2022-30

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution accepting the bid and awarding the contract for the 2022 Storm Drainage Improvement Project, City Project 2022-30, to E.L. Pruitt Company as the lowest, responsible bidder in the amount of \$277,010.00, and that the Mayor be authorized to execute the contract, and the City Clerk to attest. The contract documents excluding project specific drawings, conditions and provisions are attached.

BACKGROUND:

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. The 2022 Storm Drainage Improvement Project will primarily address item 1 above by targeting ongoing drainage problems and those that have been identified as priorities over the past several months or years.

Project Description

The 2022 Storm Drainage Improvement Project will work to resolve various storm drainage concerns that the City has been monitoring for the past several years and some that have come to light in recent months. The 2022 Storm Drainage Improvement Project includes the following items. (See attached location map):

1. Country Club Rd – Replace approx. 60 feet of 12 inch Culvert under the roadway.
2. 34th Street - Replace approx. 55 feet of 30 inch storm sewer under the roadway.
3. Boiling Spring Rd Bridge – install riprap under bridge to control erosion.
4. Forest Crest – Replace approx. 55 feet of 36 inch storm sewer under the roadway.
5. Larry Drive – reshape approx. 825 feet of ditches.
6. Woodridge Ct – install 50 feet of storm sewer and an inlet with a sump pump drainage line.

Public Letting Results

The project specifications were prepared by the Public Works Department. The project was advertised Wednesday, March 30, 2022, and bids were opened on Wednesday, April 20, 2022. The results from the letting are as follows:

<u>Bidder</u>	<u>Total Bid</u>	<u>Compared to Engineer's Est. Over/(Under)</u>
E.L. Pruitt Company	277,010.00	(-4.31)%
Entler Excavating Co. Inc.	297,564.00	2.79%
Engineer's Estimate	\$289,497.75	-----

Four contractors took out bid packages and two contractors submitted a bid proposal for the 2022 Storm Drainage Improvement Project. E.L. Pruitt Company provided the lowest responsive and responsible bid at (4.31%) below the Engineer's Estimate. E.L. Pruitt Company has not recently completed this type of project for the City. E.L. Pruitt was founded in 1971 providing HVAC system, plumbing, piping, and fire protection for commercial, industrial, institutional and service/maintenance clients in central Illinois. Staff recommends that the City Council approve a contract with E.L. Pruitt Company to perform the 2022 Storm Drainage Improvement Project.

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/or 10% of the total dollar amount of the contract should be for the purchase of goods, material and equipment to Minority Business Enterprises (MBE).
2. Eighteen (18) percent of the total hours worked should be performed by minority workers.

Subcontracting is not a requirement for City Projects. E.L. Pruitt is expecting to self-perform 100% of the contract. E.L. Pruitt will be utilizing a minority owned supply company for the piping materials and is proposing to meet the City's 10% MBE goal.

SCHEDULE:

Work on this project will begin in June and is expected to be complete by October 14, 2022.

PRIOR COUNCIL ACTION:

The City Council approved Fiscal Year 2022 Capital Improvements Plan, which included an allocation of funds for this project.

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

INPUT FROM OTHER SOURCES: 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. **LEGAL REVIEW:** The project plans and specifications were forwarded to Legal for review on March 23, 2022.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project is allocated in the Stormwater Fund which is supported by stormwater utility fees. The total project cost is \$277,010.

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

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with E.L. Pruitt Co. for 2022 Storm Drainage Improvement Project, City Project 2022-30	Resolution Letter
Location Map	Backup Material
Council Bid Tab	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH E.L. PRUITT CO. FOR 2022 STORM DRAINAGE
IMPROVEMENT PROJECT
CITY PROJECT 2022-30**

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

Section 1. That the tabulation of bids received for City Project 2022-30, 2022 Storm Drainage Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of E.L. Pruitt Co. in the amount of \$277,010 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 E.L. Pruitt Co., attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$277,010.

Section 4. That at the end of the contract and after the City has verified and documented that Minority Business Enterprise expenditures met or exceeded twenty percent (20%) of the total contract value, the City will pay 2% of the final contract value up to a maximum of \$50,000 as a bonus.

PRESENTED and ADOPTED this 2nd day of May 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

2022 STORM DRAINAGE IMPROVEMENT PROJECT

CITY PROJECT 2022-30

March 2022

a project of the



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

FOR BIDDING

CITY OF DECATUR

2022 STORM DRAINAGE
IMPROVEMENT PROJECT

CITY PROJECT 2022-30

CITY COUNCIL

Julie Moore Wolfe, Mayor

Ed Culp

Chuck Kuhle

Lisa Gregory

David Horn

Dennis R. Cooper

Bill Faber

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

CITY OF DECATUR
2022 STORM DRAINAGE
IMPROVEMENT PROJECT
CITY PROJECT 2022-30

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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., April 20, 2022**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2022 STORM DRAINAGE IMPROVEMENT PROJECT

CITY PROJECT 2022-30

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

1. *Country Club Road: Replace approximately 60 foot of 12" Storm Sewer pipe under roadway.*
2. *34th Street: Replace approximately 55 foot of 30" Storm Sewer pipe under roadway.*
3. *Boiling Springs Road: Install Riprap along creek bank underneath and around bridge to control erosion.*
4. *Forest Crest: Replace approximately 55 foot of 36" Storm Sewer pipe under roadway.*
5. *Larry Drive: Reshape approximately 825 foot of roadway ditches, install approximately 195 foot of 12" CMP, and make connections to existing structures and piping.*
6. *Woodridge Court: Install approximately 60 foot of 4" Storm Sewer under drain, approximately 50 foot of 12" Storm Sewer, inlet structure under roadway.*

INSTRUCTIONS TO BIDDERS:

1. A **PRE-BID** will be held by **CONFERENCE CALL ONLY** on **April 6, 2022, at 10:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **To join the Conference call, please call 1-888-450-5996. When prompted please enter the passcode 133891.**
2. Plans, specifications and proposal forms may be obtained from Decatur Blue Print, Inc. 230 West Wood Street, Decatur, Illinois, 62523, (217) 423-7589, www.decaturblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

www.decaturblue.com	City of Decatur
Plans & Portals	Engineering Division
Public Projects	#1 Gary K. Anderson Plaza
DFS Public Plan Room	Decatur, Illinois 62523
5. The City of Decatur will not release the Engineer's Estimate of Cost in advance of the scheduled time and date of the bid opening. Bid tabulations will be available on the

ADVERTISEMENT FOR BIDS

City's web site at <https://www.decaturl.gov/departments/public-works/contractor-project-bid-information/> 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 period during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor commence work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.
9. The following **Minority Participation Goals for Public Works Contracts** are in effect for this contract.

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

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

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

REJECTION OF BIDS:

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

March 30, 2022
Date Advertised

Matthew Newell, P.E.
Director of Public Works

INFORMATION FOR BIDDERS

For Construction of: **2022 Storm Drainage Improvement Project**

City Project No.: **2022-30**

Owner: **City of Decatur, Illinois**

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

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

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

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

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

The bid process is as follows:

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

INFORMATION FOR BIDDERS

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

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

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

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

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

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

I. Description of the Minority Participation Goals Program:

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

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

III. Waiver:

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

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

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

- V. Record Keeping and Reporting: The Prime Contractor and subcontractors agree to maintain records demonstrative of their good faith efforts to comply with the participation goals identified in the City Code. All information, including subcontracting, 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 webinfo@eprismsoft.com or (309) 692-6400.
- VI. Chapter 28, Article 10, of the City Code is included herewith for the information of the bidder.

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

SECTION 10-6. APPEALS:

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

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

SECTION 10-7. WAIVER:

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

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

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

BID PROPOSAL

RETURN WITH BID

For Construction of: **2022 Storm Drainage Improvement Project**
City Project No.: **2022-30**
Owner: **City of Decatur, Illinois**

Prospective Bidder:

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

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

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

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

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

BID PROPOSAL

RETURN WITH BID

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

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

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

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

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

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

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

BID PROPOSAL

RETURN WITH BID

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

The undersigned Bidder acknowledges receipt of the following addenda:

Addenda #	Dated	Initial
N/A		TB

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.	N/A	
2.		
3.		
4.		

RETURN WITH BID

DATE 4/20/2022, 2022

(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

74-2885005

Business Address &
E-mail Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail Addresses

Names of All Members of
Firm

(If a Corporation)
Corporate Name

E.L. Pruitt Company

(SEAL)

By:


Vice-President

Business Address &
E-mail Addresses

3090 Colt Road, Springfield, IL 62707

tboes@elpruitt.com

Names of Officers

John Pruitt

President

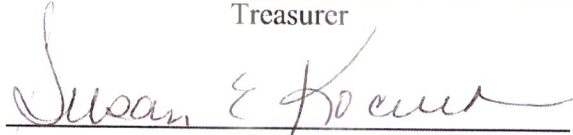
Susan Kocurek

Secretary

Randall Bounds

Treasurer

Attest:


Secretary

RETURN WITH BID

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

**For
2022 STORM DRAINAGE IMPROVEMENTS PROJECT
CITY PROJECT 2022-30**

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
260 COUNTRY CLUB ROAD					
20800150	TRENCH BACKFILL	CU YARD	30	\$45.00	\$1,350
25000100	SEEDING, CLASS 1	SQ FOOT	1600	\$1.50	\$2,400
25100115	MULCH, METHOD 2	SQ FOOT	1600	\$1.50	\$2,400
28000400	TEMPORARY EROSION CONTROL, PERIMETER BARRIER	FOOT	140	\$5.00	\$700
44000100	PAVEMENT REMOVAL	SQ YARD	18	\$20.00	\$360
44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YARD	20	\$225.00	\$4,500
44213200	SAW CUTS	FOOT	60	\$5.00	\$300
550A0340	STORM SEWER, CLASS A, TYPE 2, RCP, 12 INCH	FOOT	60	\$45.00	\$2,700
50104400	CONCRETE HEADWALL REMOVAL	FOOT	20	\$50.00	\$1,000
55100500	STORM SEWER REMOVAL, 12 INCH	FOOT	60	\$20.00	\$1,200
54213657	PRECAST REINFORCED CONCRETE FLARED END SECTION, 12 INCH	EACH	2	\$500.00	\$1,000
67100100	MOBILIZATION	LUMP SUM	1	\$1,500	\$1,500
70102620	TRAFFIC CONTROL	LUMP SUM	1	\$800	\$800
34TH STREET					
20800150	TRENCH BACKFILL	CU YARD	30	\$45.00	\$1,350
25000100	SEEDING, CLASS 1	SQ FOOT	100	\$1.50	\$150
25100115	MULCH, METHOD 2	SQ FOOT	100	\$1.50	\$150
28100105	STONE RIPRAP, CLASS A3	CU YARD	5	\$105.00	\$525
28200200	FILTER FABRIC	SQ YARD	15	\$40.00	\$600

RETURN WITH BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
42000100	PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH	SQ YARD	32	<u>\$225.00</u>	<u>\$7,200</u>
44000100	PAVEMENT REMOVAL	SQ YARD	50	<u>\$20.00</u>	<u>\$1,000</u>
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	15	<u>\$55.00</u>	<u>\$825</u>
44200942	CLASS B PATCHES, TYPE 3, 8 INCH	SQ YARD	22	<u>\$250.00</u>	<u>\$5,500</u>
44201299	DOWEL BARS 1-1/2"	EACH	75	<u>\$15.00</u>	<u>\$1,125</u>
44213200	SAW CUTS	FOOT	150	<u>\$5.00</u>	<u>\$750</u>
550A340	STORM SEWER, CLASS A, TYPE 2, RCP, 12 INCH	FOOT	5	<u>\$45.00</u>	<u>\$225</u>
550A0430	STORM SEWER, CLASS A, TYPE 2, RCP, 30 INCH	FOOT	55	<u>\$85.00</u>	<u>\$4,675</u>
55101400	STORM SEWER REMOVAL, 30 INCH	FOOT	55	<u>\$40.00</u>	<u>\$2,200</u>
60235700	INLET, TYPE A, TYPE 3 FRAME AND GRATE, 2 FOOT	EACH	1	<u>\$2,500.00</u>	<u>\$2,500</u>
60255500	MANHOLES TO BE ADJUSTED	EACH	1	<u>\$1,200.00</u>	<u>\$1,200</u>
67100100	MOBILIZATION	LUMP SUM	1	<u>\$1,500.00</u>	<u>\$1,500</u>
70102620	TRAFFIC CONTROL	LUMP SUM	1	<u>\$800.00</u>	<u>\$800.00</u>
M2800305	TEMPORARY DITCH CHECKS	FOOT	10	<u>\$250.00</u>	<u>\$2,500</u>
X6022502	MANHOLES, TYPE A, 4'- DIAMETER, TYPE 3 FRAME AND GRATE, SPECIAL	EACH	1	<u>\$2,500.00</u>	<u>\$2,500</u>

BOILING SPRINGS

21400100	GRADING AND SHAPING DITCHES	FOOT	50	<u>\$25.00</u>	<u>\$1,250</u>
20300100	CHANNEL EXCAVATION	CU YD	25	<u>\$12.00</u>	<u>\$300</u>
25000100	SEEDING, CLASS 1	SQ FOOT	1200	<u>\$1.50</u>	<u>\$1,800</u>
25100115	MULCH, METHOD 2	SQ FOOT	1200	<u>\$1.50</u>	<u>\$1,800</u>
25100630	EROSION CONTROL BLANKET	SQ FOOT	750	<u>\$2.00</u>	<u>\$1,500</u>
28100105	STONE RIPRAP, CLASS A3	CU YARD	95	<u>\$105.00</u>	<u>\$9,975</u>

RETURN WITH BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
28200200	FILTER FABRIC	SQ YARD	155	\$40.00	\$6,200
67100100	MOBILIZATION	LUMP SUM	1	\$1,500.00	\$1,500
70102620	TRAFFIC CONTROL	LUMP SUM	1	\$800.00	\$800
M2800305	TEMPORARY DITCH CHECKS	FOOT	25	\$250.00	\$6,250
X2010510	CLEARING AND GRUBBING	LUMP SUM	1	\$1,500.00	\$1,500
Z0015500	DEBRIS REMOVAL	EACH	1	\$2,000.00	\$2,000
FOREST CREST					
20800150	TRENCH BACKFILL	CU YARD	20	\$45.00	\$900
25000100	SEEDING, CLASS 1	SQ FOOT	1000	\$1.50	\$1,500
25100115	MULCH, METHOD 2	SQ FOOT	1000	\$1.50	\$1,500
28100105	STONE RIPRAP, CLASS A3	CU YARD	18	\$105.00	\$1,890
28000400	TEMPORARY EROSION CONTROL, PERIMETER BARRIER	FOOT	140	\$5.00	\$700
28200200	FILTER FABRIC	SQ YARD	45	\$40.00	\$1,800
44000100	PAVEMENT REMOVAL	SQ YARD	15	\$20.00	\$300
44201721	CLASS D PATCHES, TYPE 3, 6 INCH	SQ YARD	17	\$225.00	\$3,825
44213200	SAW CUTS	FOOT	45	\$5.00	\$225
50104400	CONCRETE HEADWALL REMOVAL	FOOT	8	\$100.00	\$800
54213681	PRECAST REINFORCED CONCRETE FLARED END SECTION, 36 INCH	EACH	2	\$2,650.00	\$5,300
550A0450	STORM SEWER, CLASS A, TYPE 2, RCP, 36 INCH	FOOT	55	\$145.00	\$7,975
55101600	STORM SEWER REMOVAL, 36 INCH CMP	FOOT	50	\$90.00	\$4,500
67100100	MOBILIZATION	LUMP SUM	1	\$1,500.00	\$1,500
70102620	TRAFFIC CONTROL	LUMP SUM	1	\$800.00	\$800
M2800305	TEMPORARY DITCH CHECKS	FOOT	10	\$250.00	\$2,500
X0100003	CLEARING AND GRUBBING	LUMP SUM	1	\$1,000.00	\$1,000

RETURN WITH BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
LARRY DRIVE					
21400100	GRADING AND SHAPING DITCHES	FOOT	825	\$10.00	\$8,250
25000100	SEEDING, CLASS 1	SQ FOOT	5000	\$1.50	\$7,500
25100115	MULCH, METHOD 2	SQ FOOT	5000	\$1.50	\$7,500
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YARD	12	\$20.00	\$240
50105220	PIPE CULVERT REMOVAL	FOOT	22	\$25.00	\$550
54261712	STEEL FLARED END SECTIONS, 12 INCH	EACH	3	\$300.00	\$900
60103500	PIPE DRAINS, CORRUGATED STEEL, 12 INCH	FOOT	195	\$30.00	\$5,850
67100100	MOBILIZATION	LUMP SUM	1	\$1,500.00	\$1,500
70102620	TRAFFIC CONTROL	LUMP SUM	1	\$800.00	\$800
M2800305	TEMPORARY DITCH CHECKS	FOOT	100	\$250.00	\$25,000
XX003424	CONNECT TO EXISTING STRUCTURE	EACH	2	\$500.00	\$1,000
XX005486	CONNECT TO EXISTING PIPE	EACH	1	\$500.00	\$500
Z0004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4 INCH	SQ YARD	15	\$225.00	\$3,375
WOODRIDGE COURT					
20800150	TRENCH BACKFILL	CU YD	10	\$45.00	\$450
25000100	SEEDING, CLASS 1	SQ FOOT	25	\$1.50	\$37.50
25100115	MULCH, METHOD 2	SQ FOOT	25	\$1.50	\$37.50
28000500	INLET AND PIPE PROTECTION	EACH	2	\$200.00	\$400
44000100	PAVEMENT REMOVAL	SQ YARD	95	\$20.00	\$1,900
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	10	\$55.00	\$550
44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YARD	95	\$225.00	\$21,375
44213200	SAW CUTS	FOOT	110	\$5.00	\$550

RETURN WITH BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
550A0050	STORM SEWERS, CLASS A, TYPE 1, RCP, 12 INCH	FOOT	50	\$45.00	\$2,250
60108104	PIPE UNDERDRAINS, TYPE 1, SCH-40, 4 INCH	FOOT	60	\$22.00	\$1,320
60236800	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	EA	1	\$2,500.00	\$2,500
67100100	MOBILIZATION	LUMP SUM	1	\$1,500.00	\$1,500
70102620	TRAFFIC CONTROL	LUMP SUM	1	\$800.00	\$800
XX003424	CONNECT TO EXISTING STRUCTURE	EACH	1	\$500.00	\$500
XX005486	CONNECT TO EXISTING PIPE	EACH	1	\$500.00	\$500
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	\$50,000	\$50,000
				TOTAL BASE BID:	\$277,010

TOTAL BASE BID IN WORDS:

Two hundred seventy-seven thousand ten dollars



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	4/20/2022	Project Title:	2022 Storm Drainage Improvements	
Total Contract Value:	277,010	Project Number:	2022-30	

Section I: Prime Contractor Information

Prime Contractor: E.L. Pruitt Company

Address: 3090 Colt Road
Springfield, IL 62707

Phone: 217-789-0966

Contact Person: Tim Boes

Email: tboes@elpruitt.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
N/A				
Totals				

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

Section III: Purchase of Goods, Materials, or Equipment

Minority Business Enterprise Name	Amount	% of Total Contract	Scope of Work
Agile Supply Company	\$27,701	10%	Piping Materials and Supplies
Totals	27,701	10	

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

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

Subcontractor Name	Scope of Work Bid	Reason for Denial
• If more firms submitted quotes, please copy this form and attach the additional information.		

Section V: MBEs that were contacted for this project

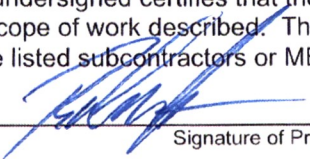
Subcontractor Name	Method of Contact	Contact Outcome
Agile Supply Company	Email & Phone	Bidding
• If more firms were contacted, please copy this form and attach the additional information.		

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 a subcontractor utilization and/or purchase of goods, materials or equipment goal of 10% for Minority Business Enterprises that are to be used in the execution of this project. Prime Contractors have an obligation to make a good faith effort to advance the City's commitment to increase diversity among the firms working on City construction projects.

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

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


Signature of Prime Contractor

4/20/2022

Date



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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	4/20/2022	Project Title:	2022 Storm Drainage Improvements
Total Contract Value:	277,010	Project Number:	2022-30

Section I: Minority Business Enterprise (MBE) Information

Name:	Agile Supply Company
Address:	706 West Bradley Ave Urbana, IL 61801
Phone:	312-972-5551
Contact Person:	Bryan Banks
Email:	bryan.banks@agilesupplycompany.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
Piping and Material supply	27,701	10

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

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

Prime Contractor Signature	Print
	Robert Meyers
Title	Date
Vice President	4-20-22

Minority Business Enterprise Signature	Print
	Bryan Banks
Title	Date
CEO	4/20/22



Date:	4/20/2022	Project Title:	2022 Storm Drainage Improvements	
Total Contract Value:	277,010	Project Number:	2022-30	

Prime Contractor:	E.L. Pruitt Company
Address:	3090 Colt Road
	Springfield, IL 62707
Phone:	217-789-0966
Contact Person:	Tim Boes
Email:	tboes@elpruitt.com

Section III: Selected Non-MBE Subcontractors				
Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
N/A				
Non-MBE Subcontractor Total				

28

Section III: Selected MBE Subcontractors

Subcontractor Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
MBE Subcontractor Totals				
If more subcontractors are utilized, please copy this form and attach the additional information.				

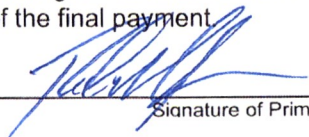
Section III: Selected MBE purchase of Goods, Materials, and Equipment

Name	Estimated Amount	Est. % of Total Contract	Actual Amount	Actual % of Total Contract
Agile Supply Company	27,701	10	27,701	10
MBE Totals				
If more MBE's are utilized, please copy this form and attach the additional information.				

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

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

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


 Signature of Prime Contractor

4/20/2022

Date

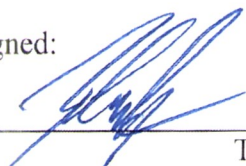
NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF Illinois)
) ss
COUNTY OF Macon)

Robert Meyers, being first duly sworn, deposes and says that they are Vice President (sole owner, partner, president, secretary, etc.) of E.L. Pruitt Company, 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.

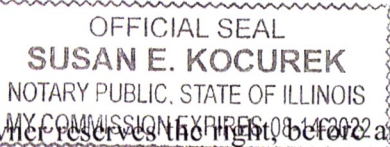
Signed:

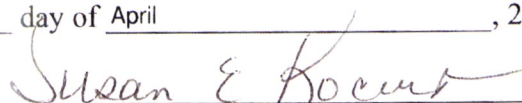


Title

Subscribed and sworn to before me this 20 day of April, 2022.

(SEAL)





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.



AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)

EL Pruitt Company
PO Box 3306
Springfield IL 62708

Surety:

(Name, Legal Status and Principal Place of Business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford CT 06183-6014

Owner:

(Name, Legal Status and Address)

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

Bond Amount: Ten percent of bid

Project:

(Name, location or address, and Project number, if any)

2022 Storm Drainage Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be Specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waived any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

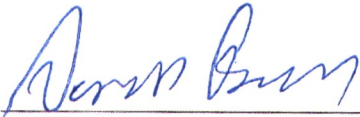
ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

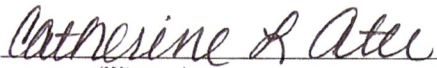
The document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 20th day of April, 2022



(Witness)



(Witness)

EL Pruitt Company

(Contractor as Principal)

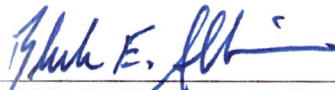
(Seal)

(Title)

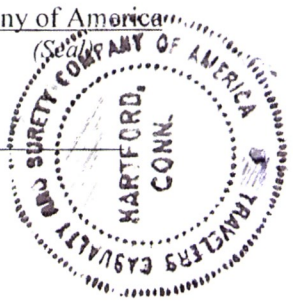
Travelers Casualty and Surety Company of America

(Surety)

(Title)



Blake E Allison Attorney-in-Fact



State of Illinois

} ss:

County of Macon

On 20th day of April, 2022 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Blake E Allison

known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

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

Catherine Later
(Notary Public)





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

POWER OF ATTORNEY

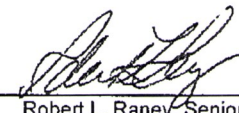
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

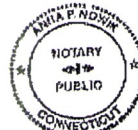
City of Hartford ss.

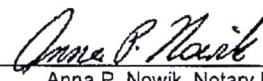
By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

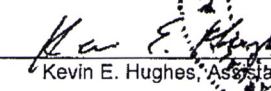
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

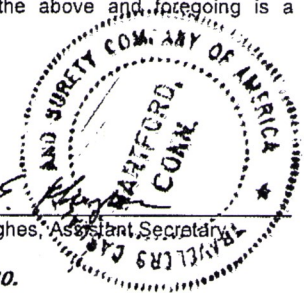
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 20th day of April, 2022




Kevin E. Hughes, Assistant Secretary



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



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

Notification of Change in Participation

Date:		Project Title:	
		Project Number:	

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

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

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

Describe the scope of work change:

Reason for subcontractor change:

Describe good faith efforts to utilize an MBE:

Signature of Prime Contractor

Date

Signature of Prime Contractor

Date



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

Final Minority Business Enterprise (MBE) Participation Documentation

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

Section I: Prime Contractor Information

Prime Contractor: _____

Address: _____

Phone: _____

Contact Person: _____

Email: _____

Section II: Selected Non-MBE Subcontractors

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

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

Section III: Selected MBE Subcontractors

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

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

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

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

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

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

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

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

Signature of Prime Contractor

Date

CONTRACT

THIS CONTRACT, made and entered into this 2nd day of May, 2022, by and between the City of Decatur, Illinois, hereinafter called “Owner”, and E.L. Pruitt Company, 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 “**2022 Storm Drainage Improvement Project, City Project 2022-30**”, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor’s Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is October 14, 2022.**
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

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

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

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

E.L. PRUITT COMPANY

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2022 STORM DRAINAGE IMPROVEMENT PROJECT

Project Number 2022-30

We, E.L. Pruitt Company

3090 Colt Road, Springfield, IL 62707

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

as PRINCIPAL, and _____

_____ as SURETY,

Two Hundred Seventy-Seven Thousand, Ten Dollars and 00/100-----

----- Dollars (\$277,010.00), lawful money of the United States, well and truly to be paid unto said CITY, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the CITY this sum under the conditions of this instrument.

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

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

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

PRINCIPAL

E.L. Pruitt Co. _____
(Company Name) (Company Name)

By: _____ By: _____
(Signature & Title) (Signature & Title)

Attest: _____ Attest: _____
(Signature & Title) (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

By: _____
(Name of Surety) (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 2nd day of May, A.D. 2022

Attest:

Kim Althoff, City Clerk _____ City Council
City of Decatur, Illinois

Julie Moore Wolfe, Mayor

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2022, by and between the City of Decatur, Illinois, hereinafter called "Owner", and _____, 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 **"2022 STORM DRAINAGE IMPROVEMENT PROJECT, CITY PROJECT 2022-30"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. The Completion Date for this project is **October 14, 2022.****
5. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

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

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

CONTRACT

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

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

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a high numerical value.

The Contractor shall not take advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers such an error or omission, the bidder shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

CONTRACTOR

SECRETARY (Corporate Seal)

By _____
PRESIDENT

CONTRACT BOND



City of Decatur, Illinois

Contract Bond

Project 2022 Storm Drainage Improvement Project

Project Number 2022-30

We, _____

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

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

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

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

CONTRACT BOND

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

PRINCIPAL

_____ (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 _____ day of _____, A.D. _____

Attest:

_____ Kim L. Althoff, City Clerk _____ City Clerk	_____ City Council _____ City of Decatur, Illinois _____ Lisa Gregory, Mayor Pro Tempore
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2022 Storm Drainage Improvement Project Project Number: 2022-30 Bid Date: Wednesday, April 20, 2022 Time: 10:00 a.m. Fund: Organization Code: Object Code:										Engineer's Estimate		E.L. Pruitt Company		Entler Excavating Co. Inc.	
City Engineering Division										3090 Colt Road Springfield, IL 62707		819 N. Sunnyside Rd Decatur, IL 62522			
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
260 COUNTRY CLUB ROAD															
20800150	TRENCH BACKFILL	30	CU YD	\$55.00	\$1,650.00	\$45.00	\$1,350.00	\$55.00	\$1,650.00	\$45.00	\$1,350.00	\$55.00	\$1,650.00	\$55.00	\$1,650.00
25000100	SEEDING, CLASS 1	1,600	SQ FT	\$1.50	\$2,400.00	\$1.50	\$2,400.00	\$1.50	\$2,400.00	\$1.50	\$2,400.00	\$0.75	\$1,200.00	\$0.75	\$1,200.00
25100115	MULCH METHOD 2	1,600	SQ FT	\$1.25	\$2,000.00	\$1.25	\$2,000.00	\$1.50	\$2,400.00	\$1.50	\$2,400.00	\$0.75	\$1,200.00	\$0.75	\$1,200.00
28000400	TEMPORARY EROSION CONTROL, PERIMETER BARRIER	140	FOOT	\$5.00	\$700.00	\$5.00	\$700.00	\$5.00	\$700.00	\$5.00	\$700.00	\$5.00	\$700.00	\$5.00	\$700.00
44000100	PAVEMENT REMOVAL	18	SQ YD	\$25.00	\$450.00	\$25.00	\$450.00	\$25.00	\$450.00	\$25.00	\$450.00	\$25.00	\$450.00	\$25.00	\$450.00
44201721	CLASS D PATCHES, TYPE III, 6 INCH	20	SQ YD	\$150.00	\$3,000.00	\$225.00	\$4,500.00	\$225.00	\$4,500.00	\$225.00	\$4,500.00	\$225.00	\$4,500.00	\$225.00	\$4,500.00
44213200	SAW CUTS	60	FOOT	\$6.00	\$360.00	\$6.00	\$360.00	\$6.00	\$360.00	\$6.00	\$360.00	\$6.00	\$360.00	\$6.00	\$360.00
550A0340	STORM SEWER, CLASS A, TYPE 2, RCP, 12 INCH	60	FOOT	\$100.00	\$6,000.00	\$45.00	\$2,700.00	\$100.00	\$6,000.00	\$45.00	\$2,700.00	\$100.00	\$6,000.00	\$150.00	\$9,000.00
50104400	CONCRETE HEADWALL REMOVAL	20	FOOT	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00	\$40.00	\$800.00
55100500	STORM SEWER REMOVAL, 12 INCH	60	FOOT	\$45.00	\$2,700.00	\$45.00	\$2,700.00	\$45.00	\$2,700.00	\$45.00	\$2,700.00	\$45.00	\$2,700.00	\$45.00	\$2,700.00
54213657	INCH	2	EACH	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
67100100	MOBILIZATION	1	LUMP SUM	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
70102620	TRAFFIC CONTROL	1	LUMP SUM	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
34TH STREET															
20800150	TRENCH BACKFILL	30	CU YD	\$55.00	\$1,650.00	\$45.00	\$1,350.00	\$55.00	\$1,650.00	\$45.00	\$1,350.00	\$55.00	\$1,650.00	\$55.00	\$1,650.00
25000100	SEEDING, CLASS 1	100	SQ FT	\$1.50	\$150.00	\$1.50	\$150.00	\$1.50	\$150.00	\$1.50	\$150.00	\$1.50	\$150.00	\$1.50	\$150.00
25100115	MULCH METHOD 2	100	SQ FT	\$1.25	\$125.00	\$1.25	\$125.00	\$1.50	\$150.00	\$1.50	\$150.00	\$0.75	\$75.00	\$0.75	\$75.00
28100105	STONE RIPRAP, CLASS A3	5	CU YD	\$50.00	\$250.00	\$50.00	\$250.00	\$50.00	\$250.00	\$50.00	\$250.00	\$50.00	\$250.00	\$50.00	\$250.00
28200200	FILTER FABRIC	15	SQ YD	\$5.00	\$75.00	\$5.00	\$75.00	\$5.00	\$75.00	\$5.00	\$75.00	\$5.00	\$75.00	\$5.00	\$75.00
42000100	PORTLAND CEMENT CONCRETE PAVEMENT, 6 INCH	32	SQ YD	\$150.00	\$4,800.00	\$225.00	\$7,200.00	\$225.00	\$7,200.00	\$225.00	\$7,200.00	\$225.00	\$7,200.00	\$225.00	\$7,200.00
4400100	PAVEMENT REMOVAL	50	SQ YD	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00
COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT															
44001700	REPLACEMENT	15	FOOT	\$175.00	\$2,625.00	\$175.00	\$2,625.00	\$175.00	\$2,625.00	\$175.00	\$2,625.00	\$175.00	\$2,625.00	\$175.00	\$2,625.00
44200942	CLASS B PATCHES, TYPE III, 8 INCH	22	SQ YD	\$75.00	\$1,650.00	\$75.00	\$1,650.00	\$75.00	\$1,650.00	\$75.00	\$1,650.00	\$75.00	\$1,650.00	\$75.00	\$1,650.00
44201299	DOWEL BARS 1-1/2"	75	EACH	\$75.00	\$5,625.00	\$15.00	\$1,125.00	\$75.00	\$5,625.00	\$15.00	\$1,125.00	\$75.00	\$5,625.00	\$75.00	\$5,625.00
44213200 SAW CUTS															
550A0340	STORM SEWER, CLASS A TYPE 2, RCP, 12 INCH	150	FOOT	\$6.00	\$900.00	\$6.00	\$900.00	\$6.00	\$900.00	\$6.00	\$900.00	\$6.00	\$900.00	\$6.00	\$900.00
550A430	STORM SEWER, CLASS A TYPE 2, RCP, 30 INCH	5	FOOT	\$100.00	\$500.00	\$100.00	\$500.00	\$100.00	\$500.00	\$100.00	\$500.00	\$100.00	\$500.00	\$100.00	\$500.00
55100500	STORM SEWER REMOVAL, 12 INCH	55	FOOT	\$300.00	\$16,500.00	\$85.00	\$4,675.00	\$300.00	\$16,500.00	\$85.00	\$4,675.00	\$300.00	\$16,500.00	\$300.00	\$16,500.00
55101400	STORM SEWER REMOVAL, 30 INCH	5	FOOT	\$40.00	\$200.00	\$40.00	\$200.00	\$40.00	\$200.00	\$40.00	\$200.00	\$40.00	\$200.00	\$40.00	\$200.00
55101400	STORM SEWER REMOVAL, 30 INCH	55	FOOT	\$65.00	\$3,575.00	\$65.00	\$3,575.00	\$65.00	\$3,575.00	\$65.00	\$3,575.00	\$65.00	\$3,575.00	\$65.00	\$3,575.00
60235700	INLET, TYPE A, TYPE 3 FRAME AND GRATE, 2 FOOT	1	EACH	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
60255500	MANHOLES TO BE ADJUSTED	1	EACH	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
67100100	MOBILIZATION	1	LUMP SUM	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
70102620	TRAFFIC CONTROL	1	LUMP SUM	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
M2800305	TEMPORARY DITCH CHECKS	10	FOOT	\$15.00	\$150.00	\$15.00	\$150.00	\$15.00	\$150.00	\$15.00	\$150.00	\$15.00	\$150.00	\$15.00	\$150.00
MANHOLES, TYPE A, 4-DIAMETER, TYPE 3 FRAME AND GRATE, SPECIAL															
X6022502	SPECIAL	1	EACH	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
BOILING SPRINGS															
21400100	GRADING AND SHAPING DITCHES				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
20300100	CHANNEL EXCAVATION	50	FOOT	\$50.00	\$2,500.00	\$25.00	\$1,250.00	\$50.00	\$2,500.00	\$25.00	\$1,250.00	\$50.00	\$2,500.00	\$50.00	\$2,500.00
25000100	SEEDING, CLASS 1	25	CU YD	\$50.00	\$1,250.00	\$12.00	\$300.00	\$50.00	\$1,250.00	\$12.00	\$300.00	\$50.00	\$1,250.00	\$50.00	\$1,250.00
25100115	MULCH METHOD 2	1,200	SQ FT	\$1.50	\$1,800.00	\$1.50	\$1,800.00	\$1.50	\$1,800.00	\$1.50	\$1,800.00	\$0.75	\$900.00	\$0.75	\$900.00
25100115	MULCH METHOD 2	1,200	SQ FT	\$1.25	\$1,500.00	\$1.25	\$1,500.00	\$1.50	\$1,800.00	\$1.50	\$1,800.00	\$0.75	\$900.00	\$0.75	\$900.00
25100630	EROSION CONTROL, BLANKET	750	SQ FT	\$2.50	\$1,875.00	\$2.50	\$1,875.00	\$2.50	\$1,875.00	\$2.50	\$1,875.00	\$2.50	\$1,875.00	\$2.50	\$1,875.00
28100105	STONE RIPRAP, CLASS A3	95	CU YD	\$100.00	\$9,500.00	\$105.00	\$9,975.00	\$100.00	\$9,500.00	\$105.00	\$9,975.00	\$100.00	\$9,500.00	\$100.00	\$9,500.00
28200200	FILTER FABRIC	155	SQ YD	\$10.00	\$1,550.00	\$10.00	\$1,550.00	\$10.00	\$1,550.00	\$10.00	\$1,550.00	\$10.00	\$1,550.00	\$10.00	\$1,550.00
67100100	MOBILIZATION	1	LUMP SUM	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
70102620	TRAFFIC CONTROL	1	LUMP SUM	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
M2800305	TEMPORARY DITCH CHECKS	25	FOOT	\$15.00	\$375.00	\$15.00	\$375.00	\$15.00	\$375.00	\$15.00	\$375.00	\$15.00	\$375.00	\$15.00	\$375.00
X2010510	CLEARING AND GRUBBING	1	LUMP SUM	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Z0015500	DEBRIS REMOVAL	1	EACH	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
FOREST CREST															
20800150	TRENCH BACKFILL				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
25000100	SEEDING, CLASS 1	20	CU YD	\$55.00	\$1,100.00	\$45.00	\$900.00	\$55.00	\$1,100.00	\$45.00	\$900.00	\$55.00	\$1,100.00	\$55.00	\$1,100.00
25100115	MULCH METHOD 2	1,000	SQ FT	\$1.50	\$1,500.00	\$1.50	\$1,500.00	\$1.50	\$1,500.00	\$1.50	\$1,500.00	\$0.75	\$750.00	\$0.75	\$750.00
28100105	STONE RIPRAP, CLASS A3	18	CU YD	\$50.00	\$900.00	\$50.00	\$900.00	\$50.00	\$900.00	\$50.00	\$900.00	\$50.00	\$900.00	\$50.00	\$900.00

2022 Storm Drainage Improvement Project Project Number: 2022-30 Bid Date: Wednesday, April 20, 2022 Time: 10:00 a.m. Fund: Organization Code: Object Code:				Engineer's Estimate City Engineering Division		E.L. Pruitt Company 3090 Colt Road Springfield, IL 62707		Entler Excavating Co. Inc. 819 N. Sunnyside Rd Decatur, IL 62522	
Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
28000400	TEMPORARY EROSION CONTROL, PERIMETER BARRIER	140	FOOT	\$5.00	\$700.00	\$5.00	\$700.00	\$5.00	\$700.00
28200200	FILTER FABRIC	45	SQ YD	\$5.00	\$225.00	\$4.00	\$1,800.00	\$6.00	\$270.00
44000100	PAVEMENT REMOVAL	15	SQ YD	\$25.00	\$375.00	\$20.00	\$300.00	\$50.00	\$750.00
44201721	CLASS D PATCHES, TYPE III, 6 INCH	17	SQ YD	\$150.00	\$2,550.00	\$225.00	\$3,825.00	\$237.00	\$4,029.00
44213200	SAW CUTS	45	FOOT	\$6.00	\$270.00	\$5.00	\$225.00	\$5.00	\$225.00
50104400	CONCRETE HEADWALL REMOVAL	8	FOOT	\$40.00	\$320.00	\$100.00	\$800.00	\$200.00	\$1,600.00
54213681	PRECAST REINFORCED CONCRETE FLARED END SECTION, 36 INCH	2	EACH	\$2,500.00	\$5,000.00	\$2,650.00	\$5,300.00	\$3,400.00	\$6,800.00
550A0450	STORM SEWER, CLASS A, TYPE 2, RCP, 36 INCH	55	FOOT	\$350.00	\$19,250.00	\$145.00	\$7,975.00	\$300.00	\$16,500.00
55101600	STORM SEWER REMOVAL, 36 INCH CMP	50	FOOT	\$75.00	\$3,750.00	\$90.00	\$4,500.00	\$100.00	\$5,000.00
67100100	MOBILIZATION	1	LUMP SUM	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
70102620	TRAFFIC CONTROL	1	LUMP SUM	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
M2800305	TEMPORARY DITCH CHECKS	10	FOOT	\$15.00	\$150.00	\$250.00	\$2,500.00	\$50.00	\$500.00
X2010510	CLEARING AND GRUBBING	1	LUMP SUM	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
	LARRY DRIVE			\$0.00	\$0.00		\$0.00		\$0.00
21400100	GRADING AND SHAPING DITCHES	825	FOOT	\$25.00	\$20,625.00	\$10.00	\$8,250.00	\$6.00	\$4,950.00
25000100	SEEDING, CLASS 1	5,000	SQ FT	\$1.50	\$7,500.00	\$1.50	\$7,500.00	\$0.75	\$3,750.00
25100115	MULCH METHOD 2	5,000	SQ FT	\$1.25	\$6,250.00	\$1.50	\$7,500.00	\$0.75	\$3,750.00
44000200	DRIVEWAY PAVEMENT REMOVAL	12	SQ YD	\$15.00	\$180.00	\$20.00	\$240.00	\$50.00	\$600.00
50105220	PIPE CULVERT REMOVAL	22	FOOT	\$12.00	\$264.00	\$25.00	\$550.00	\$40.00	\$880.00
54281712	STEEL FLARED END SECTIONS, 12 INCH	3	EACH	\$275.00	\$825.00	\$300.00	\$900.00	\$375.00	\$1,125.00
60103500	PIPE DRAINS, CORRUGATED STEEL, 12 INCH	195	FOOT	\$25.00	\$4,875.00	\$30.00	\$5,850.00	\$79.00	\$15,405.00
67100100	MOBILIZATION	1	LUMP SUM	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
70102620	TRAFFIC CONTROL	1	LUMP SUM	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
M2800305	TEMPORARY DITCH CHECKS	100	FOOT	\$15.00	\$1,500.00	\$250.00	\$25,000.00	\$25.00	\$2,500.00
XX003424	CONNECT TO EXISTING STRUCTURE	2	EACH	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00	\$2,000.00	\$4,000.00
XX005486	CONNECT TO EXISTING PIPE	1	EACH	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,250.00	\$1,250.00
Z004522	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4 INCH	15	SQ YD	\$145.00	\$2,175.00	\$225.00	\$3,375.00	\$225.00	\$3,375.00
	WOODRIDGE COURT			\$0.00	\$0.00		\$0.00		\$0.00
20800150	TRENCHBACKFILL	10	CU YD	\$55.00	\$550.00	\$45.00	\$450.00	\$55.00	\$550.00
25000100	SEEDING, CLASS 1	25	SQ FT	\$1.50	\$37.50	\$1.50	\$37.50	\$12.00	\$300.00
25100115	MULCH METHOD 2	25	SQ FT	\$1.25	\$31.25	\$1.50	\$37.50	\$10.00	\$250.00
28000500	INLET AND PIPE PROTECTION	2	EACH	\$150.00	\$300.00	\$200.00	\$400.00	\$125.00	\$250.00
44000100	PAVEMENT REMOVAL	95	SQ YD	\$25.00	\$2,375.00	\$20.00	\$1,900.00	\$30.00	\$2,850.00
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT	10	FOOT	\$150.00	\$1,500.00	\$55.00	\$550.00	\$200.00	\$2,000.00
44201723	CLASS D PATCHES, TYPE IV, 6 INCH	95	SQ YD	\$125.00	\$11,875.00	\$225.00	\$21,375.00	\$110.00	\$10,450.00
44213200	SAW CUTS	110	FOOT	\$6.00	\$660.00	\$5.00	\$550.00	\$5.00	\$550.00
550A0030	STORM SEWERS, CLASS A, TYPE 1, RCP, 12 INCH	50	FOOT	\$100.00	\$5,000.00	\$45.00	\$2,250.00	\$80.00	\$4,000.00
60108104	PIPE UNDERDRAINS, TYPE 1, SCH-40 4 INCH	60	FOOT	\$25.00	\$1,500.00	\$22.00	\$1,320.00	\$100.00	\$6,000.00
60235700	INLETS, TYPE A, TYPE 3 FRAME AND GRATE	1	EACH	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,600.00	\$2,600.00
67100100	MOBILIZATION	1	LUMP SUM	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
70102620	TRAFFIC CONTROL	1	LUMP SUM	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$1,500.00	\$1,500.00
XX003424	CONNECT TO EXISTING STRUCTURE	1	EACH	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
XX005486	CONNECT TO EXISTING PIPE	1	EACH	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS, AND EXTRA WORK	1	EACH	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,250.00	\$1,250.00
				\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
TOTAL BIDS (AS CORRECTED)					\$289,497.75		\$277,010.00		\$297,564.00
Percent Over Under Engineer's Estimate							-4.31%		2.79%

[Signature]
Paul E. Caswell, P.E., City Engineer
Date: 4/20/22

Public Works

DATE: 4/25/2022

MEMO: 2022-27

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution to Appropriate Motor Fuel Tax Funds for Restorations of Streets and Highways by Municipality under the Illinois Highway Code, City Project 2022-08, Asphalt

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolutions authorizing the Mayor to sign and the City Clerk to attest to the following:

1. Appropriating \$1,650,000 in State Motor Fuel Tax (MFT) funds for the proposed 2022 Street Restoration project, City Project 2022-08, Asphalt; and
2. Appropriating \$650,000 in State MFT funds for the proposed 2022 Concrete Street Rehabilitation project, City Project 2022-11, Concrete.

BACKGROUND:

State Motor Fuel Taxes are levied and collected by the State of Illinois; funds are allocated to local agencies and are administered by the Illinois Department of Transportation (IDOT). The City is required to adopt a resolution specifying the allocation of State MFT funds to their intended projects. IDOT must receive an MFT appropriation before they will approve the expenditure of State MFT money.

The City inspects half of the City streets each year and uses the results of those inspections to develop a 5-year plan of proposed pavement projects. The proposed 5-year plan map is attached to this memo.

2022 Street Restoration Project 2022-08

The first resolution appropriates \$1,650,000 in State MFT funds for asphalt street work for the proposed 2022 Street Restoration project, City Project 2022-08. The Street Restoration project is part of the annual maintenance program that generally consists of milling off a portion of an existing asphalt street surface and placing new asphalt that restores the integrity of the street surface. The 2022-08 project will perform mill and overlay work on multiple streets and soil cement reconstruction of Roosevelt Avenue. Soil cement reconstruction consists of pulverizing the existing

road, then mixing in cement and water to create a concrete-like base that then gets paved over with asphalt.

The proposed street list for asphalt rehabilitation is as follows (see attached location map):

Street	Begin	End	Surface Treatment	Length (feet)	Length (Lane Miles)
MONTGOMERY PL	OAKCREST AVE	DENNIS AVE	Mill & Overlay	1,170	0.44
E. ROOSEVELT AVE	CLEVELAND AVE	21st ST	Reconstruction with Soil Cement	876	0.33
ALLEY EAST OF N. OAKLAND AVE	OAKLAND AVE	END OF ALLEY	Mill & Overlay	820	0.16
LEAFLAND AVE	OAKLAND AVE	VAN DYKE ST	Mill & Overlay	1,187	0.45
E. WOOD ST	MLK Jr Dr	JASPER ST	Mill & Overlay	2,508	0.95
E. CANTRELL ST	MLK Jr Dr	JASPER ST	Mill & Overlay	2,528	0.96
N. OAKLAND AVE	ELDORADO ST	LEAFLAND AVE	Mill & Overlay	2,485	0.94
W. RATTAN AVE	N. TAYLOR AVE	END OF STREET	Asphalt Patches	67	0.01
N. LOURDES DR	W. MOUND RD	SOUTHAMPTON	Asphalt Patches	98	0.04
WILDWOOD DR	E. GROVE RD	FENWAY DR	Mill & Overlay	567	0.21
E. CHESTNUT DR	35th ST	36th ST	Street Widening	445	0.08
E. PERSHING RD	275 E PERSHING	303 E PERSHING	Asphalt Patch	67	0.03
			Total Length	12,818	4.6

2022 Concrete and Brick Street Rehabilitation Project 2022-11

The second resolution appropriates \$650,000 in State MFT funds for concrete and brick street work for the proposed 2022 Concrete Street Rehabilitation project, City Project 2022-11. The Concrete Street project is being prepared as a separate project from the annual Street Restoration project, because of the amount of concrete street patches being proposed this year. The 2022-11 project will perform concrete patching work on three streets.

The proposed locations for concrete patching is as follows (see attached location map):

			Length of	Length
--	--	--	------------------	---------------

Street	Location	Treatment	road (feet)	(Lane Miles)
N. 27 th Street	US Route 36 to E. William St.	Concrete Patches	2,840	1.08
E. William Street	27 th St. to Illinois Route 105	Concrete Patches	496	0.19
N. Jasper Street	E. Grand Ave. to E. Garfield Ave.	Concrete Patches	2,431	1.84
	Total Length		5,767	3.11

SCHEDULE:

Design work for the 2022 Street Restoration Project and 2022 Concrete Street Rehab Project is underway. Both projects are planned to begin in the month of July.

PRIOR COUNCIL ACTION: None

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

INPUT FROM OTHER SOURCES:

Illinois Department of Transportation

LEGAL REVIEW: Legal review of the State Motor Fuel Tax appropriation is not required.

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

BUDGET/TIME IMPLICATIONS:

1. **Budget Impact:** The two proposed resolutions appropriate a total of \$2,300,000 in State Motor Fuel Tax funds for street projects. The State Motor Fuel Tax increase in 2019 increased State MFT revenues to the City by approximately \$1.3 million a year to around \$3.2 million.
2. **Staffing Impact:** Staff time has been allocated for managing these projects.

ATTACHMENTS:

Description	Type
Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code, City Project 2022-08, Asphalt	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS
FOR RESTORATION OF STREETS AND HIGHWAYS
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2022-08, ASPHALT**

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

Section 1. That there is hereby appropriated the sum of \$1,650,000.00 of State Motor Fuel Tax funds for the purpose of resurfacing streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the City's Street Restoration Project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 22-00208-00-FP.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Clerk shall immediately transmit four original certified copies of BLR 09110 forms, attached hereto as Exhibit A and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED AND ADOPTED this 2nd day of May 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

22-00208-00-FP

BE IT RESOLVED, by the Council of the City

Governing Body Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Various Streets	2.38			

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Soil cement base reconstruction, mill & overlays, Class D patches, along with utility adjustments, sidewalk curb ramp improvements, and striping.

2. That there is hereby appropriated the sum of One Million, Six Hundred and Fifty Thousand and 00/100

Dollars (\$1,650,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim Althoff

City

Clerk in and for said City

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Decatur

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

of Decatur

at a meeting held on

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

Day

Month, Year

(SEAL)

Clerk Signature

Date

--	--

Approved

Regional Engineer

Department of Transportation

Date

--	--



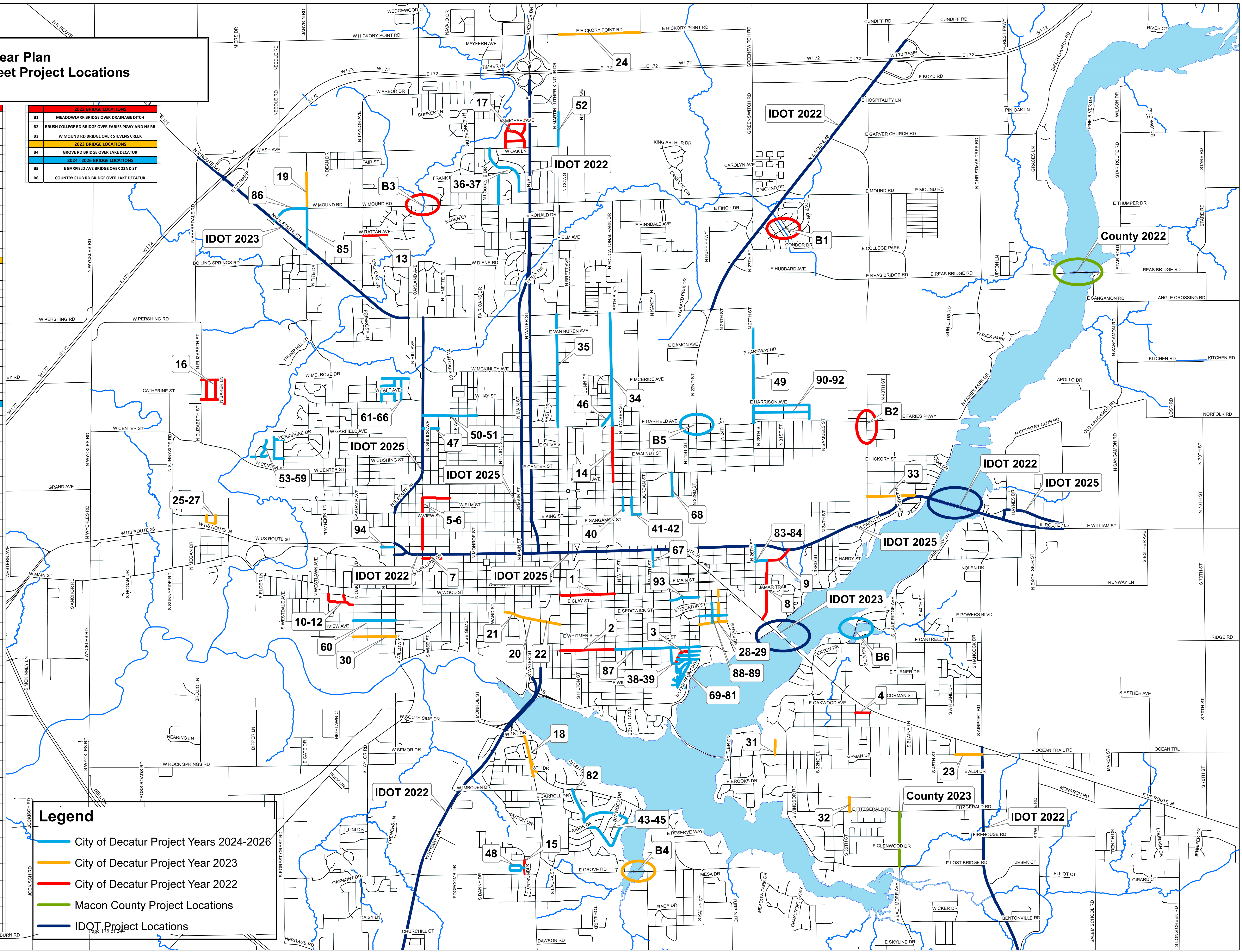
2022-2026 5 Year Plan Proposed Street Project Locations

2022 BRIDGE LOCATIONS	
B1	MEADOWLARK BRIDGE OVER DRAINAGE DITCH
B2	BRUSH COLLEGE RD BRIDGE OVER FARIES PKWY AND NS RR
B3	W MOUND RD BRIDGE OVER STEVENS CREEK
2023 BRIDGE LOCATIONS	
B4	GROVE RD BRIDGE OVER LAKE DECATUR
2024 - 2026 BRIDGE LOCATIONS	
B5	E GARFIELD AVE BRIDGE OVER 22ND ST
B6	COUNTRY CLUB RD BRIDGE OVER LAKE DECATUR

2022 STREET LOCATIONS	DESCRIPTION
1	E WOOD ST, S MLK JR DR to S JASPER ST
2	E CANTRELL ST, S MLK JR DR to S JASPER ST
3	E ROOSEVELT AVE, END OF STREET to S 21ST ST
4	E CHESTNUT AVE, S 35TH ST to S 36TH ST
5	N OAKLAND AVE, ELDERADO ST to LEAFLAND AVE
6	W LEAFLAND AVE, N OAKLAND AVE to N VAN DYKE ST
7	ALLEY b/w DECATUR and ELDERADO, S OAKLAND AVE to END OF STREET
8	N 27TH ST, US ROUTE 36 to E WILLIAM ST
9	E WILLIAM ST, ASPHALT @ 27TH ST to IL RT 105
10	S OAK CREST AVE, MONTGOMERY PL to W WOOD ST
11	MONTGOMERY PL, MONTGOMERY PL to W WOOD ST
12	MONTGOMERY PL, S OAK CREST AVE to S DENNIS AVE
13	W RATTAN AVE, N TAYLOR AVE to END OF STREET
14	N JASPER ST, E GRAND AVE to E GARFIELD ST
15	WILDWOOD DR, W GROVE RD to FENWAY DR
16	SULLIVAN DR, BURR DR and ADJACENT STREETS
17	HOUSTON HILLS RD, REGINA RD and ADJACENT STREETS
2023 STREET LOCATIONS	DESCRIPTION
18	S FRANKLIN STREET RD, 1ST DR to 8TH DR
19	N WESTLAWN AVE, W MOUND RD to W WASH AVE
20	E DECATUR ST, S MAIN ST to S FRANKLIN ST
21	W DECATUR ST, S UNION ST to S MAIN ST
22	E DECATUR ST, S FRANKLIN ST to S MARTIN LUTHER KING JR DR
23	E MARYLAND ST, AIRPORT PLAZA DR to S MOUNT ZION RD
24	E HICKORY POINT RD, RR ROW to SAWYER RD
25	N SUNDOWN CT, W SUN CT to W MARIETTA ST
26	W SUN CT, N SUNDOWN CT to N SUNUP CT
27	N SUNUP CT, W SUN CT to W MARIETTA ST
28	23RD PL, POWERS BLVD to WOOD ST
29	E POWERS BLVD, S 22ND ST to NELSON BLVD
30	W SUNSET AVE, S DENNIS AVE to S FAIRVIEW AVE
31	S BRIERWOOD DR, E LOST BRIDGE RD to END OF STREET
32	S DAVIS ST, E FITZGERALD RD to WELLES ST
33	E CERRO GORDO ST, BRUSH COLLEGE RD to CONCRETE
2024 - 2026 STREET LOCATIONS	DESCRIPTION
34	N JASPER ST, E GARFIELD ST to E PERSHING RD
35	N MARTIN LUTHER KING JR DR, E GARFIELD AVE to E PERSHING RD
36	NEWCASTLE DR, MANCHESTER DR to W WASH AVE
37	GREENRIDGE DR, W MOUND RD to SOUTHAMPTON DR
38	S 19TH ST, DICKINSON PL to E CANTRELL ST
39	DICKINSON PL, S 19TH ST to E CLEVELAND AVE
40	N LOWBER ST, END OF STREET to E CONDOT ST
41	N CHARLES ST, E MARIETTA ST to E CONDOT ST
42	E MARIETTA ST, N CHARLES ST to N WOODFORD ST
43	BAY SHORE DR, RIDGE LANE DR to SHORELINE DR
44	SHORELINE DR, BAY SHORE DR to POINT BLUFF DR
45	POINT BLUFF DR, BAY SHORE DR to SHORELINE DR
46	LEADER AVE, GARFIELD AVE to JASPER ST
47	GRANT AVE, N OAKLAND AVE to N WALNUT GROVE AVE
48	WHITE PINES CIR, WILDWOOD DR to WILDWOOD DR
49	N 27TH ST, E FARIES PKWY to E KILE ST
50	W HARRISON AVE, N OAKLAND AVE to RR ROW
51	W HARRISON AVE, RR ROW to N MONROE ST
52	N MARTIN LUTHER KING JR DR, E ASH AVE to E SHUTTER DR
53	W DIVISION ST, N STEVENS AVE to N FLORIAN AV
54	N STEVENS AVE, W DIVISION ST to END OF STREET
55	W OLIVE ST, N STEVENS AVE to N FLORIAN AVE
56	HUNT CT, W HUNT ST to END OF STREET
57	N GREGORY AVE, GREGORY CT to W HUNT ST
58	GREGORY CT, W HUNT ST to END OF STREET
59	BARCLAY CT, END OF STREET to W HUNT ST
60	W FOREST AVE, S DENNIS AVE to S FAIRVIEW AVE
61	N WILDER AVE, W RAVINA PARK RD to W RAVINA AVE
62	W PROVOST AVE, N MCCLELLAN AVE to N FAIRVIEW AVE
63	N MCCLELLAN AVE, W RAVINA PARK RD to W PROVOST AVE
64	W TAFT AVE, N MCCLELLAN AVE to N FAIRVIEW AVE
65	W RAVINA AVE, GARMAN PARK to END OF STREET
66	N FAIRVIEW AVE, W RAVINA PARK RD to W RAVINA AVE
67	N 17TH ST, E WILLIAM ST to E ELDERADO ST
68	N 18TH ST, E CONDOT ST to E LOCUST ST
69	E ROOSEVELT AVE, S 21ST ST to S LAKE SHORE DR
70	E CLEVELAND AVE, E ROOSEVELT AVE to END OF STREET
71	S 20TH ST, E MICHIGAN AVE to INDIANA CT
72	E DICKINSON AVE, INDIANA CT to S 21ST ST
73	CARTER AVE, END OF STREET to S 21ST ST
74	E LINCOLN AVE, E ROOSEVELT AVE to END OF STREET
75	INDIANA CT, S 20TH ST to E DICKINSON AVE
76	S 21ST ST, E MICHIGAN AVE to E CANTRELL ST
77	FLORIDA AVE, MICHIGAN AVE to END OF STREET
78	E FLORIDA CT, END OF STREET to FLORIDA AVE
79	E ROGERS AVE, END OF STREET to END OF STREET
80	MICHIGAN AVE, FLORIDA AVE to 21ST ST
81	E DICKINSON AVE, S 21ST ST to E CLEVELAND AVE
82	BAYSHORE DR, SOUTH SHORES DR to RIDGE DR
83	E WILLIAM ST, N 26TH ST to IL RT 105
84	N 26TH ST, E WILLIAM ST to IL RT 105
85	N WESTLAWN AVE, IL RT 121 to W MOUND RD
86	W MOUND RD, IL RT 121 to N WESTLAWN AVE
87	E CANTRELL ST, S JASPER ST to S 22ND ST
88	S 23RD ST, E POWERS BLVD to E JOHNS AVE
89	E HENDRIX ST, S 22ND ST to S NELSON BLVD
90	E HARRISON AVE, N 27TH ST to N 34TH ST
91	N 34TH ST, E GARFIELD AVE to E HARRISON AVE
92	E WALLACE AVE, N 27TH ST to N 34TH ST
93	E CLAY ST, S 19TH ST to S 22ND ST
94	W FAIRVIEW PL, N MCCLELLAN AVE to END OF STREET

Legend

- City of Decatur Project Years 2024-2026
- City of Decatur Project Year 2023
- City of Decatur Project Year 2022
- Macon County Project Locations
- IDOT Project Locations



Public Works

DATE: 4/25/2022

MEMO: 2022-27

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality under Illinois Highway Code, City Project 2022-11, Concrete

ATTACHMENTS:

Description	Type
Resolution to Appropriate Motor Fuel Tax Funds for Restoration of Streets and Highways by Municipality under the Illinois Highway Code, City Project 2022-11, Concrete	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE MOTOR FUEL TAX FUNDS
FOR RESTORATION OF STREETS AND HIGHWAYS
BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2022-11, CONCRETE**

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

Section 1. That there is hereby appropriated the sum of \$650,000.00 of State Motor Fuel Tax funds for the purpose of rehabilitating streets and highways under the applicable provisions of the Illinois Highway Code.

Section 2. That only those streets, highways; and operations as listed and described as part of the City's Street Restoration Project, are eligible for State Motor Fuel Tax funds and shall be designated as Section 22-00211-00-RP.

Section 3. That the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

Section 4. That the Clerk shall immediately transmit four original certified copies of BLR 09110 forms, attached hereto as Exhibit A and made a part hereof, and transmit with two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED AND ADOPTED this 2nd day of May 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

22-00211-00-RP

BE IT RESOLVED, by the Council

Governing Body Type

of the City

Local Public Agency Type

of Decatur

Name of Local Public Agency

Illinois that the following described street(s)/road(s)/structure be improved under

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Various Streets	1.09			

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Class B patches

2. That there is hereby appropriated the sum of Six Hundred and Fifty Thousand and 00/100

Dollars (\$650,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Kim Althoff

Name of Clerk

City

Local Public Agency Type

Clerk in and for said City

Local Public Agency Type

of Decatur

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council

Governing Body Type

of Decatur

Name of Local Public Agency

at a meeting held on _____

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

Day

Month, Year

(SEAL)

Clerk Signature

Date

--	--

Approved

Regional Engineer

Department of Transportation

Date

--	--

Public Works

DATE: 4/25/2022

MEMO: 2022-26

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing Support Services Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System

SUMMARY RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution Authorizing Support Services Agreement with Concentric Integration, LLC for South Water Treatment Plant SCADA System for a fee not to exceed \$57,654.

BACKGROUND:

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

City staff are able to correct minor issues and perform minor repairs to the system, however, more complex challenges must be dealt with quickly by experienced service providers.

In 2014, as part of the Energy and Water Efficiency Services Agreement with Johnson Controls Inc., B&W Control Systems Integration, LLC (now Concentric Integration, LLC) provided significant upgrade and expansion services to the SCADA system. City staff was impressed with the firm's technical expertise, performance and service. Since then, the firm has provided SCADA support services to the City. There are other firms that can provide these services however they do not have the detailed experience with the City's SCADA system that is necessary to provide high quality and highly responsive SCADA services.

Annual fees vary depending on when specific SCADA hardware and software support and extended warranty agreements need to be renewed and the constantly evolving nature and cost of digital equipment, software and warranties.

This year's fees are also higher as Concentric Integration will provide on demand 24 hours a day/7 days per week emergency assistance and repair services. These services are also necessary as the City staff person that performed minor repairs to the system retired in April, and the position will not be filled for several weeks or months, assuming that a qualified candidate can be found and accepts the City's employment offer. These additional services will be billed on a time & materials basis at a cost not to exceed \$19,710.

Concentric Integration provides the following services:

- Continuous proactive system maintenance - see pages 6, 7, 9 and 10 of the agreement for details
- Technology & SCADA budget planning – see page 7 of the agreement for details
- Emergency Assistance and Repair Services – see page 8 of the agreement for details
- Renew hardware and software support and extended warranty agreements - see page 10 of the agreement for details

It is recommended that Concentric Integration be awarded a one year agreement effective April 1, 2022 to March 31, 2023 for a fee not to exceed \$57,654.

PRIOR COUNCIL ACTION:

- April 2021 – Council authorized a Support Services Agreement with Concentric Integration, LLC for SWTP SCADA System for \$34,260.
- April 2019 – Council authorized a two year Support Services Agreement with Concentric Integration, LLC for SWTP SCADA System for \$70,105.
- September 2017 – Council authorized a Support Services Agreement with B&W Control Systems Integration, LLC for SWTP SCADA System for \$48,339.
- June 2016 – Council authorized a Support Services Agreement with B&W Control Systems Integration, LLC for SWTP SCADA System for \$38,016.
- June 2013 – Council authorized an Energy and Water Efficiency Services Agreement with Johnson Controls Inc. for \$17,137,394 (a small portion of which included SWTP SCADA system improvements).

POTENTIAL OBJECTIONS: None foreseen.

INPUT FROM OTHER SOURCES:

James Edwards, IT Director and Wendy Morthland, Corporation Counsel have approved the agreement.

BUDGET/TIME IMPLICATIONS:

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

ATTACHMENTS:

Description

Resolution Authorizing support Services
Agreement with Concentric Integration,
LLC for South Water Treatment Plant
SCADA System

Type

Resolution Letter

RESOLUTION NO. R2022-_____

**RESOLUTION AUTHORIZING SUPPORT SERVICES AGREEMENT
WITH CONCENTRIC INTEGRATION, LLC FOR
SOUTH WATER TREATMENT PLANT SCADA SYSTEM**

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

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

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Agreement between the City of Decatur, Illinois and Concentric Integration, LLC for a fee not to exceed \$57,654.

PRESENTED AND ADOPTED this 2nd day of May, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk



Exhibit A

Support Services Agreement 2022-2023

Customer: City of Decatur, IL

Concentric Job Number: 220029.00

Concentric Integration, LLC (Concentric) agrees to enter into a support agreement with the Customer to provide support services based on the "Services" indicated below and in agreement with the Terms & Conditions and Service Definitions.

Services & Fees

- Fixed Fee Services indicates a fixed scope as described in the attached Service Definitions. Since the scope is negotiated upfront, we are able to establish this price at the beginning of the contract.
- Time and Material (T&M) Services denotes a variable scope determined by the Customer. T&M Services are requested on a case-by-case basis and are approved by a responsible representative of the Customer. Monthly invoices will be sent for T&M Services as they are used. Labor will be billed on the basis of our standard hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs. Labor rates differ for Concentric staff members.
 - o The hourly rate charged is the same for regular hours, after hours, emergency service, weekend, holiday, and overtime.
 - o There is no minimum call-out charge during normal business hours. There is a 1.0 hour minimum charge for after-hours emergency support.
 - o Mileage for travel is billed at the IRS approved amount as calculated from the employee's office location to site visited during normal business hours, or from deployment location to the site visited for urgent service.
 - o Travel time is charged at the same hourly billing rate indicated on the rate sheet.

Please see the attached Rate Sheet for our current hourly billing rates. Please note that the rates listed on the attached rate sheet are our current rates and may increase during the term of the project.

Description	Included	Fee
Fixed Fee Services		\$37,944
Project Management	☒	
Proactive Maintenance	☒	
Technology & SCADA Budget Planning	☒	
Third-Party Support Renewals	☒	
Total Fee – Proactive Support		\$37,944
T&M Support Budget		\$9,840
Additional Weekly Time		\$9,870
Total Fee		\$57,654



2022 Rate Sheet¹

Role	Rate	Description & Typical Duties
Principal	\$225	Provides oversight & direction. Responsible for contracts, scope, overall satisfaction.
Electrical/Automation Engineer VI	\$205	Technical expert and/or lead designer/integrator who performs advanced design, programming, troubleshooting and field activities. Provides high level troubleshooting of complex technical issues.
Electrical/Automation Engineer V	\$190	Team leader. Independently performs and coordinates advanced design, programming, troubleshooting and field activities, as well as project management and oversight.
Electrical/Automation Engineer IV	\$170	Independently performs and coordinates advanced design, programming, troubleshooting and field activities for electrical/automation work. Can also provide project management and coordination.
Electrical/Automation Engineer III	\$150	Works independently under little supervision to perform more advanced design, programming, troubleshooting and field activities for electrical/automation work.
Electrical/Automation Engineer II	\$135	Works as a team member to perform more advanced design, programming, troubleshooting and field activities for electrical/automation work with direction from senior staff.
Electrical/Automation Engineer I	\$125	Works as a team member to perform basic design, programming, troubleshooting and field activities for electrical/automation work with direction from senior staff.
IT Consultant VI	\$205	Technical expert and/or lead industrial/automation information technology designer. Responsible for commissioning, quality control, and project management. Performs and coordinates advanced design of client networks/systems.
IT Consultant V	\$190	Team leader. Independently performs server, network, and desktop architecture, design, management, and oversight. High level troubleshooting of network, security, and server technical issues. Provides project management and quality control.
IT Consultant IV	\$170	Independently performs server, network, and desktop management and oversight and typical higher-level network administration duties. Can also provide project management and coordination.
IT Consultant III	\$150	Works independently under little supervision to provide more advanced systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
IT Consultant II	\$135	Works as a team member to provide more advanced systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
IT Consultant I	\$125	Works as a team member to provide basic systems and network administration/support services, as well as PC Workstation/Server Administration services and tasks.
Administrative Support	\$85	Coordinates purchasing and logistics/shipping for automation, controls, instrumentation, and related IT and security equipment. Prepares equipment specifications.

¹ Rates are subject to change on January 1 of each year.



Time Period and Payment

Start Date: April 1, 2022

End Date: March 31, 2023

Fixed Fee Services: Payment to be made in twelve (12) equal payments of \$3,162 upon being invoiced on a monthly basis.

Time & Material Services: The fees for services that are not included in the Fixed Fee Services portion of this contract will be invoiced separately on a monthly basis, as they are incurred.

Standard Terms and Conditions References

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

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

- ☒ DOES apply
☐ DOES NOT apply

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

Standard Terms and Conditions

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

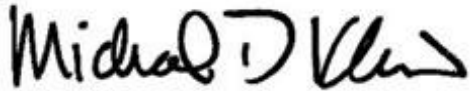


Acceptance

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

Sincerely,

CONCENTRIC INTEGRATION, LLC



Michael D. Klein, PE
President
MDK/DRS/DSS

CUSTOMER:
CITY OF DECATUR, IL

ACCEPTED BY: _____

Mayor: _____

DATE: _____

City Clerk: _____



Service Definitions

Fixed Fee Services

Project Management

Plan, schedule, and coordinate the activities that must be performed to complete the project and provide support services.

Proactive Maintenance

If included, all services described within this section will be provided by Concentric for the specified fee regardless of actual hours of work performed. Proactive Maintenance is provided for hardware that appears in the Hardware List included in this Agreement.

If included, Concentric will monitor certain aspects of the IT infrastructure, as well as perform periodic routine scheduled maintenance (detailed in the following tables) in order to minimize unexpected system shutdowns by resolving issues before they reach a critical nature. Upon completion of the scheduled service, Concentric will provide written confirmation the service was completed.

Scheduled services will be provided during Standard Hours if service does not significantly impact network performance. Scheduled services that may significantly impact network performance, and are not urgently needed to maintain network security, will be scheduled during other hours as agreed upon by Concentric and the Customer. Standard Hours are considered Monday – Friday 7:30 am to 5:00 pm, excluding major holidays.



Support Services Agreement 2022-2023

Concentric monitors certain core infrastructure components continuously using our remote support toolset. If problems are detected, labor to repair falls under “Minor IT Troubleshooting” below. There may be times where the cost to repair a component is greater than the cost to replace, and we will discuss this with you and recommend replacement if that situation occurs. We require that supported devices have active manufacturer support contracts (warranties) in place prior to the agreement starting. If needed, these support contracts can be included in the Third-Party Support Renewals section below.

Core Infrastructure Maintenance	Service Frequency:	
	N/A	Continuous
Server Monitoring) Monitor for issues that may arise.	☐	☒
Backup monitoring) Monitor the success of the backups.	☐	☒
Network Monitoring) Monitor routers and switches to confirm that network traffic is moving properly.	☐	☒
Firewall Monitoring) Monitor security logs and configurations for suspicious activity.	☐	☒
Workstation Monitoring) Monitor workstations for issues that may arise.	☐	☒
Automated Maintenance) Automated maintenance and solutions applied to servers and workstations as follows: o Free disk space o Monitor and restart Windows Services (when appropriate)	☐	☒
Patch Management) Monitor and manage patch levels to ensure desktops and servers are kept up to date. Schedule “off hours” or agreed upon time for system maintenance (includes server reboots) to apply system and hardware related patches.	☐	☒
Application Monitoring) Monitor access to SCADA services, email availability, SQL Database, and Remote Desktop Services.	☐	☒
Endpoint Security) Apply a security management system to the network, including antivirus, antispysware, and anti-malware management.	☐	☒
Performance Reporting) Provide monthly customized reports and overall network health.	☐	☒
Minor IT Troubleshooting) Minor Remote IT Troubleshooting consists of providing remote/phone support for minor IT (not SCADA) issues that can be resolved remotely, generally related to software issues. Minor troubleshooting is defined as remote support services under two (2) hours and not needing an onsite visit. These services are included in the support contract. If a hardware or other similar issue requires a site visit to resolve, that work will be covered under T&M Services and billed separately for based on time spent.	☐	☒



Support Services Agreement 2022-2023

The following table details the SCADA-specific proactive services included under this Support Agreement, and at what frequency:

Proactive Maintenance	Minimum Service Frequency:			
	N/A	Quarterly	Twice Annually	Annually
PLC, OIT, & Control Panel Maintenance:) Check functionality of Control Panel UPS) Back Up Programs) Check Status of Fuses, Circuit Breakers, & Surge Protectors) Check Control Panel Thermal Management) Check for Environmental Issues with Water, Moisture, Dirt, Dust, etc.) Check for published PLC vulnerabilities and recommend upgrade (to be implemented using T&M Services)	☐	☒	☐	☐
Radio and Cellular Router Maintenance:) Check signal strength and back up configuration	☒	☐	☐	☐
SCADA Alarm Testing:) Manually test critical alarms (up to 50) from SCADA to ensure they continue to work properly	☐	☐	☐	☒
SCADA Patching:) Apply security related updates and patches to SCADA software (excludes full version upgrades, which are handled under T&M Services)	☐	☒	☐	☐
Documentation:) Verify & Update Network Diagram	☐	N/A	N/A	☒

Technology & SCADA Budget Planning

Budgeting for SCADA and related technology items can be used to help prioritize and guide decisions and overall budget planning for capital improvements. Concentric believes that providing advanced notice (where possible) of recommended equipment, software, security, and communications improvements will provide a much more effective planning and implementation cycle. When this service is selected, our senior level design staff intentionally review the system architecture to determine the risk and benefit of both inaction or selected improvements. Our staff discusses the recommended improvements, phasing, and costs with you and then provides a letter and prioritized table of recommended improvements that summarize the costs of the recommended initiatives.

Budget Planning & Cost Preparation - Annual	Deliverable	Included?
Budget Planning & Cost Preparation (for following fiscal year)	Budgetary Memorandum	☒
Client: What month would you like to receive the budget letter?		

Third-Party Support Renewals

The supported system includes hardware and software that may have applicable support and extended warranty agreements that are provided by a third party, such as the manufacturer or vendor/supplier.

Support Services Agreement 2022-2023

Once the initial installation's support/warranty period has expired, it is recommended that these agreements are maintained and renewed on a regular basis. If listed in the Included Services & Fees section of this agreement, Concentric will provide the renewals listed in the Third-Party Support Renewal list on Page 10.

Third-Party Support Renewals - Annual	Deliverable	Included?
Renew Third-Party Support Contracts	Contracts from OEM/Supplier	☒

Time & Materials (T&M) Services

Break – Fix (Repairs)

Provide as-needed services not included in minor services. This service will be provided 24 hours a day, 7 days per week for the length of this agreement regardless of standard working hours. Concentric's daytime and after-hours phone number is 815-788-3600. Concentric staff typically answers the phone during standard business hours. A call center answers the phone after hours or when staff is not available to answer. Concentric will return any phone calls for urgent service within 30 minutes from when the phone call is placed, and dispatch a staff member within 60 minutes if a site visit is required.

Improvements

Occasionally, staff identify small changes to the system that can have large impacts on operational efficiency, safety, and quality. These improvements can be easily designed and built without use of Consulting & Design services.

Consulting & Design

Through consulting and design, a system can be effectively maintained, improved, and upgraded. This service will provide for retained smaller project design services as it relates to IT infrastructure, instrumentation & controls, and Supervisory Control and Data Acquisition (SCADA).



Hardware List

If Proactive Maintenance is included as part of this Support Services Agreement, Concentric will proactively support the following hardware:

Hardware Description	Quantity
Server (including physical and virtual)	6
Desktop PC	4
Laptop PC	1
Firewall	1
Managed Switch	9
Unmanaged Switch	
Router (including wired and wireless)	0
Network Attached Storage (NAS)	1
Storage Area Network (SAN)	0
Human Machine Interface (HMI)	0
Programmable Logic Controller (PLC)	1
SCADA Radios	0
Industrial Protocol Converters	2
Operator Interface Terminal (OIT)	1

Physical Devices

Name	Mfr	Model	Serial #	Role
SWTSCVM01	Dell	R740	3HK7VH3	VMWare Host Server
SWTSC02	Dell	Precision 7820 Tower	227S4K3	Secondary SCADA Server
SWTSV01	Dell	OptiPlex 7090	227S4K3	
SWTSV02	Dell	OptiPlex 7090	9QNN1G3	
SWTMAINT	Dell	New Laptop		
SWTSCSV1	Dell	OptiPlex 7060	C7DYWN2	
SWTSCNS1	QNAP	TS-469L	Q143I06360	NAS
SWTSCFW1	Fortinet			Firewall
SWTSCSW1	Aruba Switch			Switch
	Tripp Lite	Smart Online UPS 2200VA XL RM with PDU		UPS and Battery



Support Services Agreement 2022-2023

Virtual Machines

Name	Role
SWTSC01	Primary SCADA Server
SWTUT01	Utility Server
SWTDC01	Domain Controller
SWTRDS01	Remote Desktop Server
SWTHIST1	Historian Server

Control Panels

Name	Notes
SCC-1C	New Control Panel
Plant Switchgear Communications	Ethernet Communications & Modbus Converters Only
Transfer & High Service Pumps Medium Voltage Starter Panel	Ethernet Communications & Modbus Converters Only

Third-Party Support Renewals

If Third-Party Support Renewals are included as part of this Support Services Agreement, renewals will be processed as listed in the table below:

Warranty	Included?	Coverage Period	Qty	Total
Veritas Backup Exec Server & Backup Exec Agents (for Windows and VMWare/HyperV)	☒	5/7/2022 – 5/6/2026	1	\$610
VMware Production Subscription for vSphere 5 Standard for 1 Processor	☒	7/9/2022 – 7/9/2023	2	\$681
GE Acceleration Plan	☒	7/12/2022 - 7/12/2023	1	\$7,306
Total				\$8,597





TERMS AND CONDITIONS

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

2. Engagement of Consultant; General Service Obligations.

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

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

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



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

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

3. Services.

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

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

4. Customer Obligations.

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

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

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

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

5. Delivery; Testing and Acceptance.



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

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

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

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

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

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

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

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

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

7. Fees; Payment Terms.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

9. Licenses.

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

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

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

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



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

10. Confidentiality.

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

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

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

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as set forth in this Section 10.3.

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance, and be responsible and liable for any of its Representatives' noncompliance, with this Section 10.

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

11. Term and Termination.

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

12. Representations and Warranties.

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

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

12.2 Additional Consultant Representations and Warranties; Limited Remedy.

(a) Consultant represents and warrants to Customer that Consultant will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

(b) Consultant warrants that for twelve (12) months following Customer's acceptance of the System pursuant to Section 5.2, as installed in the Core System and used in accordance with the Documentation, the System will in all material respects function and otherwise be in conformity with the Specifications. In the event of Consultant's breach of the foregoing warranty, Consultant's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

- (i) Consultant shall use commercially reasonable efforts to cure such breach by either the repair or replacement of the defective Consultant Material without cost to the Customer, provided that Customer had not altered the System in any way and has maintained the System in accordance with Consultant's recommendations; further provided that, if Consultant cannot cure such breach within a reasonable time (but no more than sixty (60) days) after Customer's written notice of such breach, either party may, at its option, terminate the Agreement effective immediately upon written notice to the other party.



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

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

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

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

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

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

Workers Compensation: Statutory Limits

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

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

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

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

14. Limitations of Liability.

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



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

16. **Miscellaneous.**

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

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

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

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

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

Notices sent in accordance with this Section 16.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

16.4 **Interpretation.** For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any exhibits, attachments, and riders referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.5 **Entire Agreement; Amendment and Modification; Waiver.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter



of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege

16.6 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Consultant's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16.6 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

16.8 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon such determination that any provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.9 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or its subject matter shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in or having jurisdiction over **Macon County**, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

16.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16.11 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Sections 8, 9, or 10, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party shall not be required to submit itself to the Dispute Resolution process set forth in Section 11.5 and will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

16.12 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



17. **Indemnification.** Concentric agrees to hold harmless and indemnify the Owner and each of its officers, agents and employees from any and all liability claims, losses, or damages, to the extent that such claims, losses, or damages are caused by Concentric's negligence in the performance of the services under this Agreement, but not including liability that may be due to the sole negligence of the Owner or other consultants, contractors or subcontractors working for the Owner, or their officers, agents and employees. In the event claims, losses, or damages are caused by the joint or concurrent negligence of Concentric and the Owner they shall be borne by each party in proportion to its negligence.

Information Technology

DATE: 5/2/2022

MEMO: 2022-04

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

FROM: James Edwards, IT Director

SUBJECT:

Resolution Authorizing Approval to Renew Annual License and Support Agreement from Tyler Technologies, Inc for the MUNIS Enterprise Financial Software Suite.

SUMMARY RECOMMENDATION: City staff recommends that City Council approve the attached resolution authorizing the City Manager to renew the annual Support and License Agreement with Tyler Technologies, Inc. MUNIS Division for software license and maintenance services for the period May 1, 2022 to April 30, 2023.

BACKGROUND:

This is the annual licensing and support agreement between the City of Decatur and Tyler Technologies, Inc., MUNIS Division, for licensed use of the integrated software system that supports financial accounting, purchasing, payroll, personnel, budget preparation, inventory control, fixed assets, business licensing, general billing, accounts payable, human capital, and other transactions/functions, including reporting. The attached renewal quote extends the City's software license and maintenance agreement for an additional year. The agreement further grants the City rights to receive application updates, upgrades, and technical and operational support.

The City IT Department has been diligently pursuing other options for the City's current ERP system and has found that moving from our current system will be very disruptive to our staff resources to the degree that outsourcing will be required to augment existing staff for 12-18 months. This software is expensive, I estimate that standing up a new ERP system for the City and accommodating all of the ERP processes we currently have in place will cost our tax payors between 2 and 2.5 million dollars. After a shift is made to another system, I estimate the ongoing maintenance on that solution to be nearly as much as we are paying now if not a bit more. Initial ongoing software maintenance industry standard cost is 15-20% of software capital. In my estimate above, the software cost itself will be between 1.2 million and 1.5 million and if we could negotiate on the lower side for maintenance using 15%, we are talking about annual costs for the ERP software to be between \$180,000 and \$225,000. It is rare however that an ERP solution would be as low 15%.... typically, software maintenance 18%.

Information Technology is continuing to work with Tyler to reduce our annual license and maintenance costs for MUNIS. This year's renewal quote before discount is \$195,293.54. The City was able to secure a reduction again on this year's license and maintenance invoice netting a savings to the City of \$9,317.54 and reducing this year's licensing and support invoice to \$185,976. I recommend we receive this discount again this year as a good faith effort from Tyler to continue working with us to reduce these costs going forward.

BUDGET/TIME IMPLICATIONS: Credit for attached invoice is forthcoming and total will be reduced to \$185,976 or less. This annual support expense in the amount of \$185,976 is included in the 2022 Information Technology Department General Fund budget.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Maintenance Renewal Quote	Backup Material

RESOLUTION NO. R_____

**RESOLUTION AUTHORIZING APPROVAL TO RENEW ANNUAL LICENSE AND
SUPPORT AGREEMENT FROM TYLER TECHNOLOGIES, INC. FOR THE MUNIS
ENTERPRISE FINANCIAL SOFTWARE SYSTEM SUITE**

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

Section 1. That the invoice presented to the City Council herewith and marked Exhibit A from Tyler Technologies, Inc. for the Annual License and Support renewal for the MUNIS Enterprise Financial Software System Suite, be, and the same is hereby, received, placed on file and approved.

Section 2. That the credit invoice presented to the City Council herewith and marked Exhibit B from Tyler Technologies, Inc. for the Annual License and Support renewal for the MUNIS Enterprise Financial Software System Suite, be, and the same is hereby, received, placed on file and approved.

Section 3. That the City Manager or his designee be, and he is thereby, authorized and directed to make payment to Tyler Technologies in an amount not to exceed \$185,976 on behalf of the City of Decatur for annual license and support for the MUNIS Enterprise Financial Software System Suite.

PRESENTED and ADOPTED this 2nd day of May 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A
(Page 1 of 2)



Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-371444	04/01/2022	1 of 2

Questions:
Tyler Technologies- ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com



Bill To: City of Decatur
Attn: City Treasurer
1 Gary K. Anderson Plaza
Decatur, IL 62523 1196

Ship To: City of Decatur
Attn: City Treasurer
1 Gary K. Anderson Plaza
Decatur, IL 62523-1196

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41741 - 18521 - 18521	169847		USD	NET30	05/01/2022

Date	Description	Units	Rate	Extended Price
Contract No.: Decatur, IL				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/FP	1	31,432.69	31,432.69
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	8,643.45	8,643.45
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	7,858.66	7,858.66
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	9,509.08	9,509.08
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	3,929.34	3,929.34
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT	1	7,858.66	7,858.66
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - INVENTORY	1	9,509.08	9,509.08
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	6,458.47	6,458.47
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	6,483.06	6,483.06
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - PAYROLL	1	12,966.07	12,966.07
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING	1	7,151.10	7,151.10
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	9,432.04	9,432.04
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	6,678.78	6,678.78
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	TYLER FORM PROCESSING SUPPORT	1	5,457.63	5,457.63
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CBS	1	16,108.85	16,108.85
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT	1	28,838.37	28,838.37
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - CASH MANAGEMENT	1	4,521.01	4,521.01
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	TYLER UNLIMITED CAL UPGRADE MAINTENANCE	1	6,200.00	6,200.00
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			

EXHIBIT A
(Page 2 of 2)



Remittance:
Tyler Technologies, Inc.
(FEIN 75-230392C)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-371444	04/01/2022	2 of 2

Questions:
Tyler Technologies- ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: City of Decatur
Attn: City Treasurer
1 Gary K. Anderson Plaza
Decatur, IL 62523 1196

Ship To: City of Decatur
Attn: City Treasurer
1 Gary K. Anderson Plaza
Decatur, IL 62523 1196

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41741 - 18521 - 18521	189847		USD	NET30	05/01/2022

Date	Description	Units	Rate	Extended Price
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	4,158.00	4,158.00
Maintenance: Start: 01/May/2022 End: 30/Apr/2023				



Announcement

Subject: Tyler Product Name Updates

As one of our valued clients, we are excited to share with you that many of our products are getting new, simplified names. These updated names will be functional in nature, making it easier to understand what our products do.

We want to assure you there will be **no change in product functionality or the support and services currently received**; we are simply changing the names of our products. In February 2022, you will begin seeing new names used in various documentation and materials, including client support tools, business invoices, tylertech.com, within software applications, etc.

This announcement is to simply make you aware of these changes; no further action is needed on your part. Should you have further questions, please visit our FAQ page at tylertech.com/FAQ.

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	195,293.54
Sales Tax	0.00
Invoice Total	195,293.54



Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-371444	04/01/2022	1 of 2

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Phone: 1-800-772-2260 Press 2, then 1
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Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
41741 - 18521 - 18521	169847		USD	NET30	05/01/2022

Date	Description	Units	Rate	Extended Price
Contract No.: Decatur, IL				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	31,432.89	31,432.89
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	8,643.45	8,643.45
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	7,858.66	7,858.66
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	SUPPORT & UPDATE LICENSING - FIXED ASSETS	1	9,509.08	9,509.08
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	SUPPORT & UPDATE LICENSING - INVENTORY	1	9,509.08	9,509.08
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	SUPPORT & UPDATE LICENSING - CRYSTAL REPORTS	1	8,458.47	8,458.47
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	SUPPORT & UPDATE LICENSING - MUNIS OFFICE	1	6,483.06	6,483.06
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	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			
	TYLER UNLIMITED CAL UPGRADE MAINTENANCE	1	6,200.00	6,200.00
	Maintenance: Start: 01/May/2022, End: 30/Apr/2023			



Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-371444	04/01/2022	2 of 2

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100% compliance with your software.

Subtotal	195,293.54
Sales Tax	0.00
Invoice Total	195,293.54

Page 2 of 2

Information Technology

DATE: 5/2/2022

MEMO: 2022-03

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: James Edwards, Director Information Technology Department

SUBJECT: Resolution Accepting Bodine Communications Change Order #3 related to the Original Bodine Bid for Underground Fiber Construction of Fiber Extensions, Resolution # R2021-73, to Provide a 2552 foot City Fiber Extension down South State Route 51, 2021 Fiber Project Number ITFIBER-01

SUMMARY RECOMMENDATION: City Staff recommends that City Council approve the attached Resolution authorizing the attached Quote from Bodine Electric for \$111,800 for the purchase and installation of 144 strand fiber optic cable expanding the reach of the City Fiber Optic Network down South Route 51

BACKGROUND:

City owns, manages, and maintains a 144-strand fiber infrastructure, which is a high-speed telecommunications network which provides reliable communication links to and among its own buildings and can provide connectivity options for schools, institutions of higher education, libraries, museums, research institutions, state agencies, other units of local government, and other local businesses. The City is continuing to expand its fiber optic communication network throughout Decatur to connect other City buildings as well as offer better high-speed options to other interested third parties. This action will further fulfill the City's vision of extending access to City fiber in other parts of the community.

On April 19, 2021, City Council approved a bid from Bodine Electric to strategically extend the reach of the City Fiber Network throughout the City and further encourage interest in City Fiber as a resource. This resolution further extends an existing City Fiber end point located on the State of Illinois/City Right of Way directly west of the Central Illinois Regional Dispatch Center. This additional extension will be 144 strand fiber staying consistent with the rest of the City's right-of way fiber infrastructure and will become an asset for other use cases in the area.

The Howard G. Buffett foundation will be the first customer to use this extension to connect three buildings currently being built south of Grove Road and east of State Route 51. I have included a fiber map showing the location of this proposed extension.

PRIOR COUNCIL ACTION:

On April 19, 2021, Resolution # R2021-73, Resolution Accepting Bid from Bodine

Communications for Underground Fiber Optic Installation Throughout the City of Decatur.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: None

STAFF REFERENCE: James Edwards, IT Director

BUDGET/TIME IMPLICATIONS: The City of Decatur was awarded American Rescue Plan (ARP) funds of which a portion can be used for Fiber Broadband Infrastructure Expansions. A portion of these funds were made available in the fiscal year 2022 Information Technology Budget. The cost of this project will be paid with ARP funds.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter
Quote	Backup Material
Map	Backup Material

RESOLUTION NO. R_____

**RESOLUTION ACCEPTING BODINE ELECTRIC CHANGE ORDER #3 RELATED
TO THE ORIGINAL BID FOR UNDERGROND FIBER CONSTRUCTION OF FIBER
EXTENSIONS, RESOLUTION # R2021-73, TO PROVIDE A 2,552 FOOT CITY FIBER
EXTENSION DOWN STATE ROUTE 51, 2021 FIBER PROJECT NUMBER
ITFIBER-01**

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

Section 1. That the Change Order #3 quote, attached as Exhibit A, received from Bodine Electric for installing high-capacity fiber optic cable, IT Project 2022-03 presented herewith be, and it is hereby, received, and placed on file.

Section 2. That the circumstances said to necessitate this change were not reasonably foreseeable at the time the contract was entered into, the change is germane to the original contract and that this change order is in the best interest of the City of Decatur.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois, and Bodine Electric for \$111,800.

PRESENTED AND ADOPTED this 2nd day of May 2022.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

EXHIBIT A



Traffic Division

1845 North 22nd Street ■ Post Office Box 976 ■ Decatur, IL 62526
Phone (217) 423-2593 ■ (800) 252-3369 ■ Fax (217) 420-4275

April 6, 2022

Project: City of Decatur Fiber – Change Order # 3 - South HGB Development – VA / ICAT
Location: Decatur, IL
Attention: Jim Edwards

Scope of Work

We will provide all necessary supervision, labor, materials, and equipment for the successful completion of the above referenced project as herein specified.

City fiber to VA / ICAT:

- Provide and install 2" duct.
- Provide and install fiber marker posts.
- Provide and install (4) 24" x 24" quazite.
- Provide and install 144 fibers to quazite at VA / ICAT entrance drive north side.
- Fusion splice a new 144 strand fiber into the existing 144 strand at the quazite on the south side of Rotary Drive, outside the 911 Center. The number of stands to be fusion splice to be determined. City of Decatur to specify which existing fibers to splice onto prior to splice work being performed.
- Utilize the existing splice enclosure in the quazite outside of the 911 Center. Provide new Splice Trays to splice the fiber.
- Provide and install an Outdoor Rated Splice Enclosure and Splice Tray to dead end the fiber at the ICAT campus right-of-way quazite location.
- The new 144 strand fiber will be ran from the existing quazite to a new quazite at the right-of-way by the new ICAT Campus farther south. This fiber will be installed by Bodine Traffic.
- Provide OTDR testing of the new fiber to ensure the integrity and functionality of the fibers after installation.
- Provide all necessary equipment to install and splice the above materials.
- **Our Price: \$111,800.00 Dollars.**

Costs for premium wages are not included in this proposal. Our standard working hours are 7:00AM – 3:30PM, Monday through Friday excluding holidays.

Use of this quotation is based upon the understanding that Bodine Electric Traffic Division of Decatur has necessarily assumed certain conditions in order to arrive at its best estimate for doing the work. In the event that actual conditions significantly vary from our assumptions, then a fair adjustment to the price is expected. These include:

- Physical conditions significantly different from what could be determined from a reasonable inspection of the worksite and/or information supplied by customer.



- The correctness and completeness of the contract documents is the sole responsibility of those who have prepared them. This proposal covers only that work that is adequately shown, described and/or detailed in the provided contract documents.
- Inability to start work and have reasonably uninterrupted access to Bodine Electric of Decatur's work until completed.
- Reasonably prompt resolution of any questions that may arise in the course of the work, including any necessary approvals by the customer or its agents.
- Standard insurance coverage currently in effect at the time of submission. All non-standard insurance requirements shall be waived or the direct cost paid by the requestor.
- Pricing and availability of all material is subject to change at any time and is out of the control of Bodine Electric.

We further reserve the right to negotiate the terms of the contract that the customer may wish to use. Bodine Electric's payment terms are 30 days from date of invoice.

Bodine Electric has and always will hold the safety of their employees in the highest regard. This standard will be demonstrated on this project with the presence of our safety department personnel on a regular basis. Our experience modification rate of .68 is far below the national average.

Thank you for the opportunity to offer this estimate. Please feel free to contact me at 217-420-4224 or by fax at 217-420-4296 if you have any questions, or to schedule this project.

Regards,

Scott McIntyre
Project Manager



Bodine Electric

OF DECATUR

Traffic Division

1845 North 22nd Street ■ Post Office Box 976 ■ Decatur, IL 62526
Phone (217) 423-2593 ■ (800) 252-3369 ■ Fax (217) 420-4275

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Bodine Electric

OF DECATUR

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- Standard insurance coverage currently in effect at the time of submission. All non-standard insurance requirements shall be waived or the direct cost paid by the requestor.
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Thank you for the opportunity to offer this estimate. Please feel free to contact me at 217-420-4224 or by fax at 217-420-4296 if you have any questions, or to schedule this project.

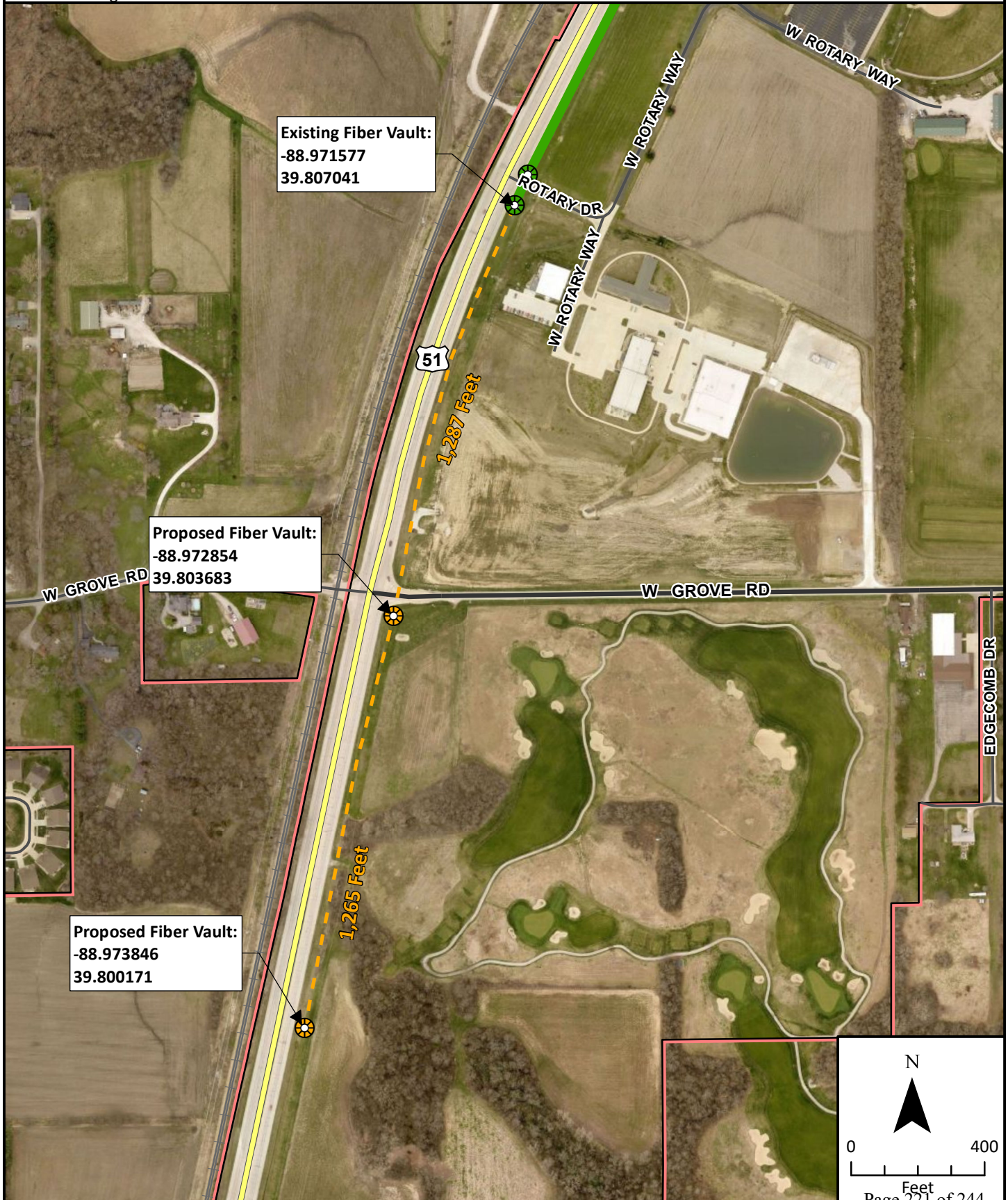
Regards,

Scott McIntyre
Project Manager

LEGEND

-  Proposed Fiber Vault
-  Proposed Fiber Cable
-  Existing Fiber Vault
-  Existing Fiber Cable

PROPOSED FIBER EXTENSION
CITY OF DECATUR, IL



City Manager

DATE: 4/28/2022

MEMO:

TO: Mayor Moore Wolfe and City Council Members

FROM: Jon Kindseth, Deputy City Manager

SUBJECT: Resolution Authorizing the Lighting Upgrade Project for the Decatur Police Department Facilities

ATTACHMENTS:

Description	Type
Memo for Light Project	Cover Memo
Resolution Authorizing Lighting Project	Resolution Letter
ROI & Backup Information	Backup Material

MEMORANDUM

DATE: May 2, 2022

TO: Honorable Mayor Julie Moore Wolfe and City Council

FROM: Scot Wrighton, City Manger
Jon Kindseth, Deputy City Manger

SUBJECT: Resolution Authorizing the Lighting Upgrade Project for the Decatur Police Department Facilities

SUMMARY RECOMMENDATION:

Staff recommends City Council approve this Resolution to ratify this project that has already been completed for the Decatur Police Department facilities.

BACKGROUND:

The City of Decatur has a long term lease for the use of the Decatur Police Department facilities. The City has sought to reduce electric consumption as the prices have continued to rise. Ameren provides incentives to upgrade conventional lighting to LEDs. We recently upgraded the Transit facilities with Twin Supplies and were also provided a proposal to do the Police Department main building along with a storage facility used for evidence storage. This work has to be done by an Ameren qualified contractor.

Although we do not own the Police building, we pay a significant amount of cost for electrical usage, primarily driven by lighting. We chose to pursue this project due to the short ROI of 6 months, meaning within 6 months the City's cost of the new lighting will have paid for its self through cost reduction in electric expenses. We anticipate staying in this facility for many years and this project is expected to save the City more than a quarter million dollars over the next 10 years, in addition to having better lighting and controls during this time, the payback analysis is attached.

This project was originally anticipated to cost \$19,926.00 when we authorized the work on March 7th. During the installation, it was discovered that there was a discrepancy in the fixtures shown on the blue prints versus what was installed in some of the Police Department areas. Some of the fixtures are dimmable and this remains a necessity for the Police Department. In order to keep this required a change order to replace these fixtures, as opposed to retro fitting with LEDs as was originally anticipated. This change pushed to total expense for both facilities over the \$20,000 threshold to \$23,034. In order to avoid additional expenses to perform this work at a later date, this work was staff approved to be completed at the same time. Consequently we are bringing this before City Council for ratification of this project.

INPUT FROM OTHER SOURCES: City and Civic Center staff.

STAFF REFERENCE: City Manager, Scot Wrighton or Deputy City Manager, Jon Kindseth can address any questions related to Resolution or upgrade project.

RESOLUTION NO _____

**RESOLUTION AUTHORIZING THE LIGHTING UPGRADE PROJECT
FOR THE DECATUR POLICE DEPARTMENT FACILITIES**

WHEREAS, the City of Decatur has authorized the work to be done to upgrade the lighting at the Decatur Police Department building along with the evidence storage building,

WHEREAS, the net expense for this work was anticipated to be within the City Manager's spending authority of \$20,000, and

WHEREAS, the a change order was necessary to satisfactorily meet the needs of the Police Department that pushed the expense over this amount;

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

Section 1. That the work performed by Twin Supplies, Ltd. to upgrade the lighting at the Decatur Police Department is supported and hereby ratified.

Section 2. That the net cost for this lighting project be authorized for payment in an amount not to exceed \$23,034.

Section 3. That the City Manager be, and is hereby, authorized and directed to affect payment for the work performed.

PRESENTED and ADOPTED this 2nd day of May, 2022.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

TWIN SUPPLIES, LTD.

Tim Snow 224-616-1785

E-mail: tim.snow@twinsupplies.net

----- Payback Analysis -----

This Analysis is for:

Decatur Police Dept - LED Bypass Lamps / LED troffers

fixture type	qty	old watts	new watts	BEFORE RETROFIT	AFTER RETROFIT
32W T8 fl lamps	1074	32	14.5	34,368	15,573
17W T8 fl lamps	26	17	8.5	442	221
2L 32W T8 fl lamps	25	64	29	1,600	725
				0	0
Total Watts Consumed ("Before" & "After" Retrofit) > > > > > >				36,410	16,519

Annual Burn Hours/1,000:	annual burn hrs	burn hrs/1000	burn hrs/1000
	8,760	8.760	8.760
	24 hrs/day		
Annual Consumption Kilowatts (KW):		318,951.60	144,706.44
Cost of Energy per Kilowatt Hour (KWH):	\$0.110	\$0.110	\$0.110
Annual Energy Cost (Before & After Retrofit) > > > > > > > >		\$35,084.68	\$15,917.71

After Retrofit

Annual "Energy Savings" (Cost Before - Cost After the retrofit):		\$19,166.97
Annual Maintenance Savings:	no. of fixtures	savings per fixt
	588	\$18.00
Total Annual Savings After Retrofit (Energy + Maintenance) > > > > > > > >		\$29,750.97

Savings Summary and Payback

Total Annual Savings After Retrofit:	\$29,750.97
Cost of Retrofit (out of pocket):	\$17,154.00
Net Cost of Retrofit > > > > > > > > > >	\$17,154.00
Payback (In Years):	0.6 years
Payback (In Months):	7 months
Return On Investment:	173.43%
Total 5 Year Savings (energy + maintenance):	\$148,754.84
Total 10 Year Savings (energy + maintenance):	\$297,509.68
Cost of waiting to do upgrades:	\$2,479.25 per month
Cost of waiting to do upgrades:	\$81.51 per day

** Additional Energy Savings is achieved in air conditioned buildings due to the lower heat output of energy efficient lighting.



SMALL BUSINESS WORK ORDER

Small

Business Ally: Twin Supplies, Ltd.

1010 Jorie Blvd Suite 124

Oak Brook IL 60523

Office: (224) 616-1785

FOR ASSESSMENT # 221211

City Of Decatur

CONTACT: Jon Kindseth

707 W South Side Dr

Decatur IL 62523

Cell:

Email: jkindseth@decaturil.gov

Work Order Generated On: 2022-04-27

Project Due Date (60 days from date WO generated, entered by Leidos)

In some cases the Energy Advisor may be able to grant an extension (must be requested in advance) for extenuating circumstances

Bldg. Description: Emergency Services

Work Order#: 3395

Assessment#: 221211

PROJECT SUMMARY:

Total Project Cost: \$35,430.10 ~~-\$32,102.00~~

Ameren IL Incentives: \$12,396.10 ~~-\$12,176.00~~

Customer Line Item Copay: \$23,034.00 ~~-\$19,926.00~~

Customer's Total Cost: \$23,034.00 ~~-\$19,926.00~~

NOTES:

THE WORK NOTED ABOVE (and any changes noted on this work order) HAVE BEEN COMPLETED TO MY SATISFACTION

Customer Signature

Date

Small Business Ally Signature

Date

- ☐ Check if subcontractor will be used for the installation
- ☐ Check if Installed by Illinois Commerce Commission registered Certified Installer

(certified business name, as registered with the ICC)

TWIN SUPPLIES, LTD.

High Efficiency Lighting

<http://twinsupplies.net> 1010 JORIE BLVD, Suite 124 OAK BROOK, IL 60523
PHONE: (630) 590-5138 FAX: (630) 537-1045 EMAIL: info@twinsupplies.net

INVOICE

Date	Invoice #
4/27/2022	19809H

Bill To	
City of Decatur Jon Kindseth 1 Anderson Plaza Decatur, IL 62523	
	217-450-2323 (Jon ...

Ship To
Decatur Police Dept 707 W. South Side Dr. Decatur, IL 62521
jkindseth@decaturil.gov

P.O. No.	Terms	Project Completion ...	Rep	Survey Date	Ship Via	Grant Number
	Per Contract	4/27/2022	TMS	4/27/2022		SBDI - 221211

Qty	Item Code	Description	Price Each	Amount
770	PHIL-LED 14.5 BYP 40K G	***AMEREN 2022 SMALL BUSINESS PROGRAM*** ***DECATUR POLICE DEPARTMENT*** Ameren Energy Efficiency Program ~ Lighting RETROFIT ALL 4FT T8 FIXTURES (537) W/ DIRECT WIRE T8 LED TUBES RETROFIT ALL 2FT T8 FIXTURES (13) W/ DIRECT WIRE T8 LED TUBES RETROFIT ALL 3FT T8 FIXTURES (2) W/ DIRECT WIRE T8 LED TUBES *** 2LAMP 2X4 FIXTURES - BASKET LENS / PRISMATIC LENS PHILIPS - LED 14.5W BY-PASS GLASS LAMP; 2,100 LUMENS; 4000K; 5 YEAR WARRANTY; 046677563547; (DLC)	0.00	0.00T
26	PHIL-LED 8.5W 5000 BYP	*** 2LAMP 2X2 FIXTURES PHILIPS - 8.5W 2FT BY-PASS LED T8 TUBE; 5000K; UPC 046677535483; (DLC)	4.00	104.00T
304	PHIL-LED 14.5 BYP 50K G	*** 2LAMP 1X4 STRIP FIXTURES (STORAGE AREAS / GARAGE) PHILIPS - LED 14.5W BY-PASS GLASS LAMP; 2,100 LUMENS; 5000K; 5 YEAR WARRANTY (DLC) ***3FT LAMPS - BATHROOMS***	0.00	0.00T

Payments/Credits:

Subtotal:

Sales Tax: (0.0%)

Total:

Balance Due:



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High Efficiency Lighting

<http://twinsupplies.net> 1010 JORIE BLVD, Suite 124 OAK BROOK, IL 60523
PHONE: (630) 590-5138 FAX: (630) 537-1045 EMAIL: info@twinsupplies.net

INVOICE

Date	Invoice #
4/27/2022	19809H

Bill To	
City of Decatur Jon Kindseth 1 Anderson Plaza Decatur, IL 62523	
	217-450-2323 (Jon ...

Ship To
Decatur Police Dept 707 W. South Side Dr. Decatur, IL 62521
jkindseth@decaturil.gov

P.O. No.	Terms	Project Completion ...	Rep	Survey Date	Ship Via	Grant Number
	Per Contract	4/27/2022	TMS	4/27/2022		SBDI - 221211

Qty	Item Code	Description	Price Each	Amount
4	PHIL-LED 9W 5000	PHILIPS - 9W 3FT LED T8 TUBE; 5000K; 9T8 LED/36-5000 IF 10/1 - 469353; UPC# 046677472344; (DLC)	0.00	0.00T
	RECYCLING	LAMP DISPOSAL AND BALLAST DISPOSAL, TRANSPORTATION AND STORAGE CONTAINERS **** NO CHARGE ****	0.00	0.00
	LABOR	LABOR - 1 YEAR WARRANTY -- 6FT / 8FT / 10FT LADDER	14,400.00	14,400.00

Payments/Credits:	\$0.00
-------------------	--------

Subtotal: \$14,504.00

Sales Tax: (0.0%) \$0.00

Total: \$14,504.00

Balance Due: \$14,504.00



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TWIN SUPPLIES, LTD.

High Efficiency Lighting

<http://twinsupplies.net> 1010 JORIE BLVD, Suite 124 OAK BROOK, IL 60523
PHONE: (630) 590-5138 FAX: (630) 537-1045 EMAIL: info@twinsupplies.net

INVOICE

Date	Invoice #
4/27/2022	15720M

Change Order

Bill To	
City of Decatur Jon Kindseth 1 Anderson Plaza Decatur, IL 62523	
	217-450-2323 (Jon ...

Ship To
Decatur Police Dept Attn: Mike Pritchett 707 W. South Side Dr. Decatur, IL 62521
jkindseth@decaturil.gov

P.O. No.	Terms	Project Completion ...	Rep	Survey Date	Ship Via	Grant Number
	Per Contract	4/27/2022	TMS	4/27/2022		SBDI - 221211

Qty	Item Code	Description	Price Each	Amount
		AMEREN 2022 SBDI PROGRAM ***LABOR INCLUDED***		
25	PHILIPS-EVO CLICK LED 2X4 ...	PHILIPS- 2X4 EVO KIT CLICK LED - 29W LED; SENSOR 200 INSTALLED; 4000K; 4200 LUMENS; (DLC)	100.00	2,500.00T
1	DURAY-2X4 SHELL	DURAY - 2 X 4 SHELL 2x4 units (Body, ends, and access plate) 01-3986-SC 27-3988 62-2697	20.00	20.00T
2	ILLUMRA-DUAL DIMMER RECYCLING	ILLUMRA - DUAL ROCKER DIMMER SWITCH LAMP DISPOSAL AND BALLAST DISPOSAL, TRANSPORTATION AND STORAGE CONTAINERS **** NO CHARGE ****	65.00	130.00T 0.00

Payments/Credits:	\$0.00
--------------------------	--------

Subtotal: \$2,650.00

Sales Tax: (0.0%) \$0.00

Total: \$2,650.00

Balance Due: \$2,650.00



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TWIN SUPPLIES, LTD.

High Efficiency Lighting

<http://twinsupplies.net> 1010 JORIE BLVD, Suite 124 OAK BROOK, IL 60523
PHONE: (630) 590-5138 FAX: (630) 537-1045 EMAIL: info@twinsupplies.net

INVOICE

Date	Invoice #
4/27/2022	19808H

Bill To	
City of Decatur Jon Kindseth 1 Anderson Plaza Decatur, IL 62523	
	217-450-2323 (Jon ...)

Ship To
POLICE DEPT 707 W. South Side Dr. Decatur, IL 62521
jkindseth@decaturil.gov

P.O. No.	Terms	Project Completion ...	Rep	Survey Date	Ship Via	Grant Number
	Per Contract	4/27/2022	TMS	4/27/2022		SBDI - 221211

Qty	Item Code	Description	Price Each	Amount
		AMEREN 2022 SBDI PROGRAM **** CITY OF DECATUR POLICE DEPT Ameren Energy Efficiency Program LED Lighting ~ Evidence Storage Shed ~ Replace 4Lamp T5 Hibays with LED Technology		
16	RCA-160W Highbay 5K	RCA - 160W Highbay 5000K (SIMPLE CHOICE GEN 2) 24,000 LUMENS; 0-10V ZIGBEE CAPABLE; FROSTED LENS; 5 YEAR WARRANTY (DLC)	255.00	4,080.00T
8	RCA-DONGLE VLC	RCA - DONGLE SENSOR CONNECT	0.00	0.00T
8	RCA-HI-BAY SENSOR	RCA - OCC/DIM/ZIGBEE VLC; SENSOR CONNECT	0.00	0.00T
16	MISC-PART(S) & MATERIAL(S)	HANGING KITS - 6FT POWER CORD	0.00	0.00T
	RECYCLING	LAMP DISPOSAL AND BALLAST DISPOSAL, TRANSPORTATION AND STORAGE CONTAINERS **** NO CHARGE ****	0.00	0.00
	LABOR	LABOR - 1 YEAR WARRANTY	1,350.00	1,350.00
	LIFT CHARGE	LIFT RENTAL CHARGE	450.00	450.00

Payments/Credits:	\$0.00
--------------------------	--------

Subtotal:	\$5,880.00
Sales Tax: (0.0%)	\$0.00
Total:	\$5,880.00

Balance Due:	\$5,880.00
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SUBJECT: Receiving and Filing of Minutes of Boards and Commissions

ATTACHMENTS:

Description	Type
Civil Service Commission Minutes of March 1, 2022	Backup Material
Civil Service Commission Minutes of February 1, 2022	Backup Material
Civil Service Commission Minutes of January 13, 2022	Backup Material

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
March 01, 2022

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Greg Spain
VICE CHAIR Sarah Creek
COMMISSIONER Todd Ray
ACTING SECRETARY Penny Rogers
ADMINISTRATIVE ASSISTANT Sherry Beasley
ABSENT: COMMISSIONER Tony Wilkins
COMMISSIONER Sheri Hagen

Call to Order

Chair Spain called the meeting to order at 11:30 a.m.

Roll Call

Three out of five Commissioners were present at the time of roll call. Chair Spain declared a quorum does exist to conduct and approve business.

Chair Spain called for Appearance of Citizens:

The following citizen provided comments to the Commission: Abeer Motan.

The Minutes of the February 01, 2022 regular meeting were presented. Commissioner Creek moved that the February 01, 2022 regular meeting minutes be approved, seconded by Commissioner Ray and upon call of the roll, Commissioners Creek, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Ray moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees, seconded by Commissioner Creek and upon call of the roll, Commissioners Ray, Creek and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Ray moved to return to Open Session, seconded by Commissioner Creek, and upon call of the roll, Commissioners Creek, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.

CIVIL SERVICE COMMISSION
OPEN SESSION MINUTES
March 01, 2022
Page 2

Chair Spain called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Engineering Technician II, Commissioner Creek moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Ray, Creek and Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Final Scores & Eligible Register for Police Patrol Officer, Commissioner Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Ray, Creek and Spain voted aye. Acting Secretary Rogers declared the motion carried.
- C. Authorization Request to Approve Final Scores & Eligible Register for Account Clerk II, Commissioner Creek moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Ray and upon call of the roll, Commissioners Creek, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.
- D. Authorization Request to Approve Final Scores & Eligible Register for Office Support Representative, this was taken off the Agenda because there were no candidates on the register.

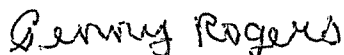
Chair Spain called for New Business:

There was no new business.

Chair Spain called for Other Business:

There being no other business, Commissioner Creek moved to adjourn the meeting, seconded by Commissioner Ray and upon call of the roll, Commissioners Ray, Creek and Spain voted aye. Acting Secretary Rogers declared the meeting adjourned at 12:00 p.m.

Respectfully Submitted,



Penny Rogers
Acting Secretary

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
February 01, 2022

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Greg Spain
VICE CHAIR Sarah Creek
COMMISSIONER Todd Ray
COMMISSIONER Sheri Hagen
ACTING SECRETARY Penny Rogers
ADMINISTRATIVE ASSISTANT Sherry Beasley
ABSENT: COMMISSIONER Tony Wilkins

Call to Order

Chair Spain called the meeting to order at 11:30 a.m.

Roll Call

Four out of five Commissioners were present at the time of roll call. Chair Spain declared a quorum does exist to conduct and approve business.

Chair Spain called for Appearance of Citizens:

The following citizen provided comments to the Commission: Abeer Motan.

The Minutes of the January 13, 2022 regular meeting were presented. Commissioner Hagen moved that the January 13, 2022 regular meeting minutes be approved, seconded by Commissioner Creek and upon call of the roll, Commissioners Hagen, Creek, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Creek moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees, seconded by Commissioner Ray and upon call of the roll, Commissioners Ray, Hagen, Creek, and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Creek moved to return to Open Session, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Creek, Ray, Hagen and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Eligible Register for Service Worker, Commissioner Creek moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Hagen, Ray, Creek and Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Final Scores & Eligible Register for Maintenance Mechanic I, this was taken off the Agenda because there were no candidates on the register.

Chair Spain called for New Business:

- A. Authorization Request to Approve Job Announcement & Establish Eligible Register for Office Support Representative, Commissioner Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Ray, Creek Hagen and Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Job Announcement & Establish Eligible Register for Account Clerk II, Commissioner Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Ray, Creek, Hagen, and Spain voted aye. Acting Secretary Rogers declared the motion carried.
- C. 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 Ray, and upon call of the roll, Commissioners Creek, Ray, Hagen and Spain voted aye. Acting Secretary Rogers declared the motion carried.
- D. Authorization Request to Approve Job Description for Permit Technician, Commissioner Creek moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Hagen, Creek, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.

E. Authorization Request to Approve Revised Job Description for Plan Examiner, Commissioner Hagen moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Ray, and upon call of the roll Commissioners Creek, Ray, Hagen and Spain voted aye. Acting Secretary Rogers declared the motion carried.

F. Authorization Request to Approve Job Description for Housing Rehabilitation Specialist (ARP), Commissioner Ray moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Creek, and upon call of the roll Commissioners Hagen, Ray, Creek and Spain voted aye. Acting Secretary Rogers declared the motion carried.

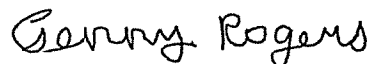
G. Receiving and Filing of Personnel Actions

Commissioner Creek moved that the promotions, civil service status requests, requests for leave, relinquish position, probationary resignation, and resignations be received, placed on file, and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Creek, Hagen, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Other Business:

There being no other business, Commissioner Ray moved to adjourn the meeting, seconded by Commissioner Creek and upon call of the roll, Commissioners Ray, Hagen, Creek and Spain voted aye. Acting Secretary Rogers declared the meeting adjourned at 12:00 p.m.

Respectfully Submitted,



Penny Rogers
Acting Secretary

CIVIL SERVICE COMMISSION
OPEN SESSION
MINUTES
January 13, 2022

Pursuant to notice the Civil Service Commission of the City of Decatur met in regular session at 11:30 a.m.

PRESENT: CHAIR Greg Spain
VICE CHAIR Sarah Creek
COMMISSIONER Todd Ray
COMMISSIONER Sheri Hagen
COMMISSIONER Tony Wilkins
ACTING SECRETARY Penny Rogers
ADMINISTRATIVE ASSISTANT Sherry Beasley
ABSENT: None

Call to Order

Chair Spain called the meeting to order at 11:31 a.m.

Roll Call

Five out of five Commissioners were present at the time of roll call. Chair Spain declared a quorum does exist to conduct and approve business.

Chair Spain called for Appearance of Citizens:

The following citizen provided comments to the Commission: Abeer Motan.

The Minutes of the December 7, 2021 regular meeting were presented. Commissioner Ray moved that the December 7, 2021 regular meeting minutes be approved, seconded by Commissioner Creek and upon call of the roll, Commissioners Hagen, Creek, Ray, Wilkins and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Hagen moved to recess to Closed Session under Open Meetings Act 5 ILCS 120/2(c) to consider the appointment, employment, compensation, discipline, performance or dismissal of specific employees, seconded by Commissioner Creek, and upon call of the roll, Commissioners Wilkins, Ray, Hagen, Creek, and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Commissioner Ray moved to return to Open Session, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Creek, Ray, Wilkins, Hagen and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Unfinished Business:

- A. Authorization Request to Approve Final Scores & Promotional Register for Fire Captain, Commissioner Wilkins moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Ray, and upon call of the roll, Commissioners Hagen, Ray, Creek, Wilkins and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for New Business:

- A. Authorization Request to Approve Job Announcement & Establish Eligible Register for Maintenance Mechanic I, Commissioner Creek moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Wilkins, and upon call of the roll, Commissioners Ray, Creek Hagen, Wilkins and Spain voted aye. Acting Secretary Rogers declared the motion carried.
- B. Authorization Request to Approve Job Announcement & Establish Promotional Register for Police Sergeant, Commissioner Hagen moved the Authorization Request be received, placed on file and approved, seconded by Commissioner Creek, and upon call of the roll, Commissioners Wilkins, Ray, Creek, Hagen, and Spain voted aye. Acting Secretary Rogers declared the motion carried.

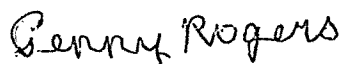
C. Receiving and Filing of Personnel Actions

Commissioner Wilkins moved that the appointments, promotions, oral reprimands, civil service status requests, requests for leave, relinquish positions, probationary resignation, resignation, and retirements be received, placed on file, and approved, seconded by Commissioner Hagen, and upon call of the roll, Commissioners Creek, Wilkins, Hagen, Ray and Spain voted aye. Acting Secretary Rogers declared the motion carried.

Chair Spain called for Other Business:

There being no other business, Commissioner Ray moved to adjourn the meeting, seconded by Commissioner Creek and upon call of the roll, Commissioners Ray, Hagen, Creek, Wilkins and Spain voted aye. Acting Secretary Rogers declared the meeting adjourned at 11:52 a.m.

Respectfully Submitted,



Penny Rogers
Acting Secretary

ATTACHMENTS:

Description	Type
Lake Decatur Watershed Protection Program - 1st Quarter 2022 Report	Backup Material

TO: Honorable Mayor, Julie Moore Wolfe
FROM: Angela Daily, Gentry Davidson, Andrew Walker Macon County SWCD Staff
DATE: April 8, 2022
SUBJECT: 1st Quarter Report
PERIOD: January 1, 2022 – March 31, 2022

**CITY OF DECATUR
LAKE DECATUR WATERSHED PROGRAM**



Better Reflections through Soil Conservation

**1st Quarter Report on the Lake Decatur Watershed Program
January 1, 2022 – March 31, 2022
Macon County SWCD**

CC: Councilman Bill Faber
Councilman David Horn
Councilman Chuck Kuhle
Councilwoman Lisa Gregory
Councilman Ed Culp
Councilman Dennis Cooper
Mr. Scot Wrighton, City Manager
Mr. Matt Newell, Public Works Director
Mr. Keith Alexander, Water Production Manager

Conservation Cost-Share Programs

City of Decatur Lake Decatur Watershed Program

The City's Lake Decatur Watershed Program (LDWP) provides \$35,000 of funding this year to the SWCD to implement conservation practices that reduce soil erosion and sedimentation within the Lake Decatur Watershed. Applications for the program are taken year-round and then ranked each March to determine the cost effectiveness of the practice. The program offers 75% cost-share while landowners pay for the remaining 25% of the cost. Each project that was ranked and approved for funding in March has been designed and construction can begin, or is being designed and construction can begin soon. The entire \$35,000 in cost share has been allocated. **Cost share has been increased from 60% to 75% for 2022 for both LDWP and Partners for Conservation Program (PFC).**

Township	Practice	Tons of Soil Saved/year	LBS of "P" Saved/year	LBS of "N" Saved/year
Willow Branch	Terraces	8	9	18
Monticello	Grassed Waterway	7	7	15
Milam-Mt. Zion	Grassed Waterway	28	28	56
TOTALS		43	44	89

District Cost Share

Funding for the Partners for Conservation Program (PFC) comes from the Illinois Department of Agriculture. The PFC program offers 75% cost share requiring landowners to pay for the remaining 25% of the cost of the project. **(Cost-share increased from 60% to 75% for 2022)**

Township	Practice	Tons of Soil Saved/year	LBS of "P" Saved/year	LBS of "N" Saved/year
Oakley	Cover Crops 80 acres	264	264	360
Blue Mound/ Pleasant View	Cover Crops 73.73 acres	32	19	15
Oakley	Cover Crops & Pollinator 28.34 acres	19	16	20
Total		315	299	395

TOTAL IMPACT OF FY22 APPROVED BMP PRACTICES

	TONS OF SOIL SAVED PER YEAR	POUNDS OF "P" SAVED PER YEAR	POUNDS OF "N" SAVED PER YEAR
	358	343	484

Watershed Activities

The Macon County SWCD staff are performing survey and design work for FY22 funded projects and earning Engineering Job Approval Authority along the way. Staff have also been busy with training courses and technical assistance calls.

Saving Tomorrow's Agricultural Resources (STAR):

The SWCD entered into a license agreement with the Champaign County SWCD to offer the STAR Program within Macon County near the end of FY19 and continues to enroll new applicants. The STAR Program is a free tool to assist farm operators and land owners in evaluating their nutrient and soil loss management practices on individual fields by assigning points for each cropping, tillage, nutrient application and soil conservation activity used on that field. The total points are used in a scale to determine a rating of 1 to 5 stars for each individual field. Macon County SWCD has guided producer enrollment of 534.30 acres in the STAR Program so far for FY22.

Technical Assistance:

The Watershed Staff are available to answer soil and water concerns in the City of Decatur and the watershed. In the past quarter, staff received 4 requests for assistance pertaining to several different items some may develop into applications for cost assistance for 2022 funding. (For a total of 4 calls so far this year.)

Public Education Programs

Education is provided to the general public, including adults and children, on soil and water conservation issues, careers in conservation, stormwater management, and erosion and sediment control. SWCD staff and board members provide time and energy in these efforts. This year, the following education programs were hosted or participated in as educators:

<i>Date</i>	<i>Name of Event</i>	<i>Program Presented</i>	<i>People in Attendance</i>
1/13/22	Lady Landowners	Women in Ag	26
1/24/22	Pipeline Training	Pipeline Training	21
3/10/22	Lady Landowners	Farm Inputs	22
3/16/22	Spring Fish Day	Spring Fish Day	18
	Note: Please excuse the blank chart cells. There was a		
	formatting error that couldn't be resolved before the due date.		
	(see totals on next page)		

Total Reached in FY22			87

Aside from these educational programs, the SWCD staff serve in the following capacity to enhance educational outreach throughout the county and the watershed:

- Assist Macon County Lady Landowners by maintaining their membership list and assisting with meeting notification and presenting at meetings
- Update and maintain the SWCD website and Facebook pages with information that is pertinent to the mission of the District as well as maconcleanwater.com which is the MS4 website.

Lake Decatur Watershed Management Plan

The Macon County SWCD works with Northwater Consulting to provide requested data. Macon County SWCD assists with tasks associated with watershed planning. The Macon County SWCD is currently working with Northwater Consulting on 10 high priority projects that were identified by Northwater. These projects are located in close proximity to Lake Decatur and, when finished, will have high sediment, Nitrate, and Phosphorus reductions from directly entering Lake Decatur.

Closing Comments

The staff and Board of Directors of the District thank the City for its continued support of our conservation efforts within the Lake Decatur Watershed. We truly could not accomplish what we do without your support, both financial and institutional. We would like to invite members of the City Council to reach out to us at anytime. We also can arrange personal tours of our watershed projects. If you have any questions, please call us at 217-877-5670, extension 3.

Board of Directors

Chase Brown, Chairman
Eric Veech, Vice Chairman
Katie Sellmeyer, Secretary / Treasurer
David Carr, Director
Mark Lillpop, Director

Staff

Angela Daily
Andrew Walker
Gentry Davidson

FINANCIAL STATEMENT						
Lake Decatur Watershed Protection Program						
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	12/31/2022	
	January 1 - March 31, 2022	April 1 - June 30, 2022	July 1- September 30, 2022	October 1 - December 31, 2022	Total Invoiced to City	
Operational Expenses	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	FY ending 12/31/202	Percent of Contract \$
Watershed Salaries	23,734.62				\$ 23,734.62	13%
Payroll Expenses	2,715.29				\$ 2,715.29	1%
Benefits	2,592.44				\$ 2,592.44	1%
BMP Implementation					\$ -	0%
Meetings and Training	319.65				\$ 319.65	0%
Professional fees	944.97				\$ 944.97	1%
Insurance					\$ -	0%
Outreach	26.64				\$ 26.64	0%
Education	144.12				\$ 144.12	0%
Internet	75.93				\$ 75.93	0%
Truck/ Insurance	153.45				\$ 153.45	0%
Office Equipment					\$ -	0%
Office Expenses	783.15				\$ 783.15	0%
Postage	74.90				\$ 74.90	0%
Total Expenses	31,565.16				\$ 31,565.16	17%
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	YTD 2022	
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.		Percentage Complete
Agreement Amount	\$ 217,000.00					
Total Invoiced to City	\$ 31,565.16					15%
Agreement Balance	\$ 185,434.84			\$ -		