



**Monday, March 1, 2021
5:30 PM
Civic Center Theater**

CITY COUNCIL AGENDA

Pursuant to Phase 4 of Governor Pritzker's Executive Order, a maximum of 50 people will be allowed in the Civic Center Theater unless said number is otherwise directed by Order of the Governor. If the number is altered as a result of an Order of the Governor, the City of Decatur will follow and enforce that number. An in-person meeting of all members of the City Council of the City of Decatur as well as in-person meetings of all members of other Boards and Commissions of the City of Decatur is not practical or prudent because of the COVID-19 pandemic.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance

II. Appearance of Citizens

Policy relative to Appearance of Citizens:

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

III. Approval of Minutes

Approval of Minutes of February 17, 2021 Special City Council Meeting

IV. Unfinished Business

V. New Business

1. Resolution Accepting the Bids and Authorizing the Execution of Purchase Orders for Furnishing Ammunition to the Decatur Police Department
2. Resolution Approving Change Order Number 1 with CDM Smith for Professional Engineering Services for the Water Utility Long-Term Sustainability Plan City Project 2018-34
3. Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvement of U.S. 51 from its Intersection with Pershing Road (IL 121) North to its Intersection with Interstate 72 by Municipality Under the Illinois Highway Code City Project 2021-06 Section No. 21-00106-00-TL

4. Ordinance Regulating Encroachment on Public Right-of-Way in the City of Decatur, Macon County, Illinois U.S. 51 from its Intersection with Pershing Road (IL 121) North to its Intersection with Interstate 72 in Decatur
5. Resolution Authorizing an Agreement with the State of Illinois for Improvements to U.S. 51 from its Intersection with Pershing Road (IL 121) North to its Intersection with Interstate 72 City Project 2021-06
6. Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for 2021 Local Motor Fuel Tax Street Improvement Project, City Project 2021-25
7. Resolution Authorizing an Intergovernmental Agreement for the Sharing of Certain Costs Related to the Pavement Improvement of Nelson Boulevard in Decatur, Illinois, Between the City of Decatur, Illinois and the Decatur Park District
8. Resolution Authorizing the Purchase of Property Owned by Archer Daniels Midland Company for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks, City Project 2009-33 Section 09-00933-01-BR
9. Consent Calendar: Items on the Consent Agenda/Calendar are matters requiring City Council approval or acceptance, but which are routine and recurring in nature, are not controversial, are matters of limited discretion, and about which little or no discussion is anticipated. However, staff's assessment of what should be included on the Consent Agenda/Calendar can be in error. For this reason, any Consent Agenda/Calendar item can be removed from the Consent Agenda/Calendar by any member of the governing body, for any reason, without the need for concurrence by any other governing body member. Items removed from the Consent Agenda/Calendar will be discussed and voted on separately from the remainder of the Consent Agenda/Calendar.
 - A. Resolution Approving Appointment - Decatur Housing Authority
 - B. Resolution Approving Reappointment - Decatur Housing Authority
 - C. Resolution Approving Appointments - Human Relations Commission
 - D. Resolution Designating Representative of the City of Decatur, Illinois for Negotiating Terms and Conditions of a "Defederalization" Agreement Between the City of Decatur and the U.S. Economic Development Administration

VI. Other Business

VII. Adjournment

SUBJECT: Approval of Minutes of February 17, 2021 Special City Council Meeting

ATTACHMENTS:

Description	Type
Minutes of February 17, 2021 Special City Council Meeting	Backup Material

SPECIAL CITY COUNCIL MINUTES

Wednesday, February 17, 2021

On Wednesday, February 17, 2021, the City Council of the City of Decatur, Illinois, met in Special Meeting at 5:30 p.m., in the Decatur Civic Center Theater, One Gary K. Anderson Plaza, Decatur, Illinois.

Mayor Julie Moore Wolfe presided, together with her being Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, and Bill Faber. Councilwoman Lisa Gregory participated through electronic attendance pursuant to the Open Meetings Act, 5 ILCS 120/7(e)(2) and a determination made by Mayor Julie Moore Wolfe that an in-person meeting of all members of the City Council is not practical or prudent because of the COVID-19 pandemic. 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: Jacob Jenkins, John Phillips, and Katie Burns.

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

The minutes of the February 1st, 2021 City Council meeting were presented. Councilman McDaniel moved the minutes be approved as written; seconded by Councilwoman Gregory and on call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

Mayor Moore Wolfe called for New Business.

Finance Director Gregg Zientara presented the Treasurer's Financial Report and answered questions from Council.

2021-11 Ordinance Vacating Public Right-of-Way North Mercer Street located North of West Eldorado Street, was presented. Councilman McDaniel moved the Ordinance do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Ordinance and answered questions from Council.

Nicole Bateman, President of the Economic Development Corporation spoke about the planned parking lot improvements at the site formerly occupied by Pugsley.

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

City Manager Wrighton gave an update regarding the allocation of CARES funding.

Councilman Bill Faber exited the Civic Center Theater at 5:51pm and returned at 5:53pm.

Council discussed appropriate uses of the second round of CARES funding.

Community Development Director Cordaryl “Pat” Patrick gave a timeline regarding the distribution of the second round of CARES funding.

Mr. Jesse Blunt explained the concept of a makerspace.

Mr. Will Wetzel and Mr. Jacob Jenkins provided input regarding the allocation of CARES funding.

R2021-18 Resolution Authorizing an Intergovernmental Agreement Between the City of Decatur and Decatur Public School District #61 for Johns Hill Neighborhood Sidewalk Improvements, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

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

R2021-19 Resolution Authorizing the Transfer of 328 East Wabash Avenue from City of Decatur, Illinois to Community Health Improvement Center d/b/a Crossing Healthcare, was presented. Councilman McDaniel moved the Resolution do pass, seconded by Councilwoman Gregory.

City Manager Wrighton gave an overview of the proposed Resolution.

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

With no other New Business, Mayor Moore Wolfe called for Consent Calendar Items A. through D. and asked if any Council member wished to have an item removed from the Consent Calendar. No Council member wished to remove an item from the Consent Calendar. The Clerk read items A. through D.:

R2021-20 Item A. Receiving and Filing of Minutes of Boards and Commissions
R2021-21 Item B. Resolution Approving Reappointment - Decatur Metropolitan
Exposition Auditorium and Office Building Authority (Civic Center Board Authority)
R2021-22 Item C. Resolution Approving Reappointments - Historical and Architectural
Sites Commission
R2021-23 Item D. Resolution Approving and Determining the Need for Confidentiality
of Minutes of Closed Meetings

Councilman McDaniel moved Items A. through D. be approved by Omnibus Vote; seconded by Councilwoman Gregory, and on call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, Lisa Gregory and Mayor Moore Wolfe voted aye. Mayor Moore Wolfe declared the motion carried.

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

Councilman McDaniel moved the Special City Council meeting be adjourned; seconded by Councilwoman Gregory and upon call of the roll, Council members David Horn, Chuck Kuhle, Pat McDaniel, Rodney Walker, Bill Faber, 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 6:35 p.m.

Approved _____
Kim Althoff
City Clerk

Police Department

DATE: 2/8/2021

MEMO: 20-07

TO: The Honorable, Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
James E. Getz Jr., Chief of Police

SUBJECT: Ammunition Purchase for the Decatur Police Department

SUMMARY RECOMMENDATION:

The purpose of this memorandum is to request the expenditure of funds to Ray O'Herron Company, Inc. and Kiesler Police Supply, Inc. for the purchase of ammunition for the Decatur Police Department pursuant to the attached bid summary. It would be the recommendation of staff to authorize the execution of purchase orders as shown in Exhibit A.

BACKGROUND: The Decatur Police Department purchases firearm ammunition on an annual basis for routine handgun range training and qualification, patrol rifle range training and qualification, Emergency Response Team firearm training, recruit firearm training and qualification, and for standard on-duty ammunition.

PRIOR COUNCIL ACTION:

Prior Council action has approved similar requests for prior years. Purchase in 2020 was approved under Council Resolution R2020-40.

POTENTIAL OBJECTIONS: None Anticipated

INPUT FROM OTHER SOURCES: N/A

STAFF REFERENCE: James E. Getz Jr., Chief of Police, 424-2745, jgetzjr@decaturil.gov; and Brad Allen, Lieutenant, 424-2740, ballen@decaturil.gov

BUDGET/TIME IMPLICATIONS:

This is an annual budgeted expense.

ATTACHMENTS:

Description	Type
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Ammo agenda memo
Ammo resolution
Ammo staff report
Ammo Exhibit A

Cover Memo
Resolution Letter
Backup Material
Exhibit

DATE: 02/08/2021

MEMO: 21-07

TO: The Honorable, Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
James E. Getz Jr., Chief of Police

SUBJECT: Ammunition Purchase

PURPOSE: The purpose of this memorandum is to request the expenditure of funds to Ray O'Herron Company, Inc. and Kiesler Police Supply, Inc. for the purchase of ammunition for the Decatur Police Department pursuant to the attached bid summary.

BACKGROUND: The Decatur Police Department purchases firearm ammunition on an annual basis for routine handgun range training and qualification, patrol rifle range training and qualification, Emergency Response Team firearm training, recruit firearm training and qualification, and for standard on-duty ammunition.

RECOMMENDATION: It would be the recommendation of staff to authorize the execution of purchase orders as shown in Exhibit A.

ATTACHMENTS: Council Resolution Letter
Bid Summary
Exhibit A -- Staff Recommendation
Ammunition Order Specifics

PRIOR COUNCIL ACTION: Prior Council action has approved similar requests for prior years. Purchase in 2020 was approved under Council Resolution R2020-40.

POTENTIAL OBJECTIONS: None Anticipated

BUDGET/TIME IMPLICATIONS: The purchase of ammunition is an annual budgeted expense. The actual delivery of ammunition can take several months, depending on current supplies by the manufacturers and vendors, as well as national demand.

STAFF REFERENCE: James E. Getz Jr., Chief of Police, 424-2745, jgetzjr@decaturil.gov; and Brad Allen, Lieutenant, 424-2740, ballen@decaturil.gov.

RESOLUTION NO. R2021-_____

**RESOLUTION ACCEPTING THE BIDS AND AUTHORIZING THE EXECUTION OF
PURCHASE ORDERS FOR FURNISHING AMMUNITION TO THE DECATUR
POLICE DEPARTMENT**

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

Section 1. That the tabulation of the bids received for furnishing ammunition, presented herewith be, and it is hereby received, and placed on file.

Section 2. That the bids of bidders shown in Exhibit A be accepted and purchase orders be awarded accordingly.

Section 3. That the Purchasing Supervisor be, and is hereby, authorized and directed to execute a purchase order between the City of Decatur, Illinois and the bidders for their bid prices shown in Exhibit A.

PRESENTED, PASSED, APPROVED, AND RECORDED this 1st day of March, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

STAFF REPORT

To: Mayor Julie Moore Wolfe
City Council Members
City Manager Scot Wrighton
From: Lt. Brad Allen
Subject: Ammunition Purchase for the Decatur Police Department

BRIEFING ITEM

RECOMMENDED ACTION:

Approve by resolution payment of the bids from selected bidders shown in Attachment A for the purchase of ammunition for the Decatur Police Department.

BACKGROUND:

The Decatur Police Department purchases firearm ammunition on an annual basis for routine handgun range training and qualification, patrol rifle range training and qualification, Emergency Response Team firearm training, recruit firearm training and qualification, and for standard on-duty ammunition.

This is an annual, budgeted expense for the department.

ATTACHMENTS:

Staff Recommendation (Exhibit A)
Council Resolution
Bid Summary
Selected Ammunition

EXHIBIT A
PURCHASE RECOMMENDATION
DPD Ammunition Purchase –2021

<u>Number of rounds</u>	<u>Vendor</u>	<u>Unit Price</u>	<u>Total</u>
23,000 (.45 auto)	Ray O'Herron	\$0.25	\$5,750.00
17,000 (.40 auto)	Ray O'Herron Co.	\$0.21	\$3,570.00
91,000 (9mm)	Rau O'Herron	\$0.17	\$15,470.00
55,000 (5.56)	Ray O'Herron	\$0.33	\$18,150.00
400 (.45 hollow point)	Kiesler Police Supply	per 500 case	\$293.62
10,000 (9mm hollow point)	Kiesler Police Supply	\$0.56604	\$5,660.40

Total cost for ammunition from Ray O'Herron Co. - \$42,940.00

Total cost for ammunition from Kiesler Police Supply – \$5,954.02

TOTAL AMMUNITION COST: \$48,894.02

Public Works

DATE: 2/16/2021

MEMO: 2021-21

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Approving Change Order Number 1 with CDM Smith for Professional Engineering Services for the Water Utility Long-Term Sustainability Plan City Project 2018-34

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing Change Order Number 1 to a professional engineering services agreement between the City of Decatur and CDM Smith, to provide professional services for the City of Decatur Water Utility Long Term Sustainability Plan, for a fee not to exceed \$31,500. This additional work was anticipated with the initial contract.

BACKGROUND:

Long-Term Sustainability Plan

CDM Smith is in the final stages of completing the Long-Term Sustainability Plan. The plan completes a review of the condition of the utility and identifies risks that could impair the production of potable water for the system's customers. The plan also evaluates the utility's revenue stream to support a long-term Capital Improvement Plan (CIP). The CIP will include and prioritize the recommendations proposed in the Water System Master Plan Update – prepared by Strand and Associates, the Additional Water Supply Plan by Intera, Inc. and the Lake Decatur Watershed Management Plan by Northwater.

Change Order No. 1

The America's Water Infrastructure Act of 2018 (AWIA) requires water systems of our size to complete a Risk and Resilience (R&R) Assessment by December 31, 2020 and an Emergency Response Plan (ERP) by June 30, 2021 or six months after submittal of the R&R assessment. The AWIA and the Sustainability Plan required similar investigation which provided us the opportunity to complete both under one effort.

The original scope included the R&R Assessment, but the ERP builds off of the R&R Assessment, so the original contract had provisions to add the scope of work by change order after the R&R Assessment was completed. Change Order No. 1 adds the necessary scope of work to complete the ERP for a fee not to exceed \$31,500.

PRIOR COUNCIL ACTION:

December 2, 2019– City Council approved Resolution R2019-192 for \$428,331 authorizing a professional engineering services agreement with CDM Smith for the Water Utility Long-Term Sustainability Plan, City Project 2018-34.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES:

CDM Smith

STAFF REFERENCE: 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.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The proposed change order no. 1 with CDM Smith is for a cost of \$31,500. Funding for this project is allocated in the Water Fund.

Staffing Impact: Staff time is allocated to manage and review the plan

Schedule: Work for the ERP will start in this month and will be completed in June 2021 to meet the USEPA requirements.

COPY: Amrou Atassi, CDM Smith
Randy Miller, Water Services Manager
Keith Alexander, Water Production Manager

ATTACHMENTS:

Description	Type
Resolution Approving Change Order No. 1 with CDM Smith for Professional Engineering Services for the Water Utility Long-Term Sustainability Plan	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION APPROVING CHANGE ORDER NUMBER 1 WITH CDM SMITH FOR
PROFESSIONAL ENGINEERING SERVICES FOR THE WATER UTILITY LONG-
TERM SUSTAINABILITY PLAN
CITY PROJECT 2018-34**

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

Section 1. That Change Order Number 1 to the Professional Engineering Services Agreement between CDM Smith, and the City of Decatur, Illinois, for the Water Utility Long-Term Sustainability Plan, attached hereto as Exhibit A, be authorized in the amount not to exceed \$31,500.

Section 2. That the Mayor and City Clerk be, and they are hereby, authorized and directed to execute said Change Order No. 1 to the Professional Engineering Services Agreement between the City of Decatur, Illinois and CDM Smith.

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

Section 4. The Director of Public Works certifies that the circumstances said to necessitate the change order were not reasonably foreseeable at the time the agreement was signed.

PRESENTED and ADOPTED this 1st day of March 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk



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

Exhibit A

Change Order

Date: Feb 11, 2021 Project: Water Utility Long Term Sustainability Plan
Request No. 1 ☐ Final Project Number: 2018-34

Consulting
Engineer: CDM Smith
Address: 125 South Wacker Dr, Suite 700
Chicago, IL 60606

I recommend that an ☒ addition of \$ 31,500 be made to the above contract.
☐ deduction

I recommend that an extension of 180 days be made to the above contract completion date.
The revised completion date is now July 1, 2021

Amount of original contract	\$	<u>428,331</u>
Amount of previous change orders	\$	<u>0</u>
Amount of current change order	\$	<u>31,500</u>
Amount of adjusted/final contract	\$	<u>459,831</u>

☒ addition
Total net ☐ deduction to date \$ 31,500 which is 7 % of Contract Price

State fully the nature and reason for the change order The scope provided provision for a C.O. the contract to add the
the USEPA required Emergency Response Plan (ERP). The scope was not included because a Risk and Resilience (R&R)
Assessment was required to be completed first. The ERP is required to be submitted 6 months after the submittal of the
R&R on December 28, 2020. The scope of work is attached to this Change Order.

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

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

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

Recommended _____
Public Works Director _____
Date _____

Approved _____
Mayor _____
Date _____

Attested _____
City Clerk _____
Date _____



125 South Wacker Drive, Suite 700

Chicago, IL 60606

tel: 312-346-5000

City of Decatur Water Utility Scope of Work, Schedule, and Fee Water Utility – Emergency Response Plan (ERP)

CDM Smith Inc.'s (CDM Smith) scope of work for the Emergency Response Plan project is divided into the following tasks.

- Task 1: Data Gathering/GAP Analysis
- Task 2: Develop an Emergency Response Plan (ERP)
- Task 3: Project Management and Administration

A detailed overview of the tasks is presented herein which, based on the AWIA requirements, CDM Smith will perform the following scope of services in order for the City of Decatur Water Utility (Water Utility) to comply with the requirements of this Act.

TASK 1: DATA GATHERING/GAP ANALYSIS

CDM Smith will facilitate a kick-off meeting with the Water Utility to confirm project goals and key stakeholders for the project. As part of the Long Term Sustainability Plan for the Water Utility, CDM Smith visited all key water facilities, including raw and booster pump stations, water treatment plant, and other critical facilities.

CDM Smith will summarize the following existing information to be provided by the Water Utility at the start of the project:

- Previously prepared ERP's and associated annexes
- Recommendations from the AWIA RRA
- Other relevant emergency response planning documents

CDM Smith will perform an initial review of the above documents (if available), then prepare a list of additional information needed for this effort. We will also review existing data based on the AWWA J100 and G440 guidelines to identify additional criteria and procedures that need to be included in the AWIA ERP. This will allow the Water Utility and CDM Smith to refine the project to meet the Water Utility's needs.

Note that any data or information provided by the Water Utility will be handled in a confidential manner.

TASK 2: DEVELOP AN EMERGENCY RESPONSE PLAN

As part of this task, CDM Smith will create an ERP for the Water Utility as required by AWIA. This will build upon the Water Utility's existing ERP and associated annexes (if available) or be a standalone document if an existing ERP does not exist.

The ERP will incorporate the findings from the RRA and include:

- Strategies and resources to improve resilience, including physical security and cybersecurity
- Plans, procedures, and equipment for responding to a malevolent act or natural hazard



- Actions, procedures, and equipment to lessen the impact of malevolent acts and/or natural hazards, including alternative source water, relocation of intakes, and flood protection barriers
- Strategies to detect malevolent acts or natural hazards

CDM Smith and the Water Utility will have one kickoff meeting/workshop for this task prior to the development of the ERP. The Water Utility should consider any other City departments or other departments which should be involved.

An electronic copy of the draft ERP will be provided to the Water Utility for review. CDM Smith will incorporate the Water Utility's written comments on this draft report into a final ERP. Hard copies and an electronic copy of the final ERP will be submitted. A review meeting will be scheduled to discuss the draft ERP.

CDM Smith will provide the draft ERP by June 1, 2021 to allow time for the Water Utility to review, and for CDM Smith to incorporate final comments before the June 28, 2021 deadline (six months after certification of RRA).

The RRA spreadsheet model that was completed during the RRA, can be used to conduct in-house assessments for new or modified facilities, allowing updates to be made to the ERP every 5 years as required by AWIA.

TASK 3: PROJECT MANAGEMENT AND ADMINISTRATION

In addition to the above tasks, CDM Smith will provide project management and administration services as required by the Term Agreement. These services include:

- Overall project management and coordination to complete this project on time and on budget
- Prepare monthly progress reports with an updated schedule and a list of activities completed, a list of upcoming activities, percent complete, and a list of issues to be resolved
- Hold periodic meetings as outlined herein. For each meeting, an agenda and meeting minutes will be produced
- Prepare invoices in accordance with Water Utility requirements

The proposed project schedule and associated milestones are as shown below. The project schedule will be updated and monitored throughout the project.





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SCHEDULE

The Project will commence upon receiving the Notice to Proceed. CDM Smith will submit the Final Emergency Response Plan to the Water Utility by June 1, 2021. Certification of the final ERP is required by the USEPA by June 28, 2021.

FEE

CDM Smith will complete the above scope of services as an amendment to the Long-term Sustainability Plan and in accordance with billing and payment terms and conditions. The not-to-exceed fee for the above scope of work is \$31,500 with monthly invoices consistent with the work performed.

If you have any questions regarding this scope of work and fee, please contact me at AtassiA@cdmsmith.com or 312.780.7706.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Amrou Atassi", written over a horizontal line.

Amrou Atassi, P.E., PMP, BCEE
Vice President and Senior Project Manager
CDM Smith Inc.



Terms and Conditions Applicable to Emergency Response Plans

The parties acknowledge and agree that the Performance of a Risk Assessment and assessment and development of an emergency response plan will not address or eliminate all risk to the Utility's facility from natural hazards or malevolent acts. The parties further acknowledge and agree that managing the security of information technology and operational technology systems (including hardware and software) is a continuously evolving endeavor. New threats arise every day as malevolent actors are continuously developing new strategies to defeat existing security systems and gain both physical and electronic access to systems. No security system exists that can protect against all intrusion.

The parties acknowledge and agree that any deficiencies or weaknesses in Utility's facilities identified by CDM Smith and the implementation of any recommended changes is meant to reduce vulnerability thereby decreasing overall risk but will not eliminate the risk entirely.

The following terms and conditions apply the ERP services and any additional or subsequent services performed by or on behalf of CDM Smith Inc.

1. LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR (1) LOST PROFITS; (2) LOSS OF BUSINESS; (3) LOSS OF DATA OR INTERRUPTION OF CORRUPTIUN OF DATA; OR (4) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S SOLE LIABILITY TO THE OTHER PARTYY IF ANY, FOR ANY AND ALL DAMAGES UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES PAID OR THE FEES WHICH SHOULD HAVE BEEN PAID BY THE UTILITY TO CDM SMITH UNDER THE APPLICABLE STATEMENT OF WORK AT THE TIME THE CLAIM WAS MADE. NEITHER PARTY MAY COMMENCE ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT, REGARDLESS OF FORM, MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION OCCURRED. IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THIS SECTION IS INVALID, THEN EACH PARTY LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

2. DISCLAIMER OF ALL WARRANTIES

CDM SMITH DOES NOT MAKE ANY AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



3. DISCLAIMER OF GUARANTEE

CDM SMITH DOES NOT MAKE AND HEREBY DISCLAIMS ALL GUARANTEES INCLUDING BUT NOT LIMITED TO ANY GUARANTEE THAT THE UTILITY WILL NOT EXPERIENCE A SECURITY BREACH EITHER BEFORE OR AFTER THE IMPLEMENTATION OF ANY RECOMMENDATIONS MADE BY CDM SMITH. ASSESSMENTS AND RECOMMENDATIONS REPRESENT A SNAPSHOT ON TIME WHEN THE SERVICES ARE PERFORMED AND DO NOT OFFER A GUARANTEE OF FUTURE SECURITY VULNERABILITIES.

4. SERVICES EXCLUDED

- a. CDM Smith's services do not include any type of audit requiring CDM Smith to sample or test or otherwise validate the technical information provided to it by the Utility.
- b. CDM Smith's services do not include actual remediation of any compliance/security gaps.

5. LANGUAGE TO BE INCLUDED IN ASSESSMENT

The parties agree that the following language will be included in the final document prepared by CDM Smith

The opinions, conclusions, and recommendations contained in this report and Utility's implementation of any recommended changes are meant to reduce the risk to the Utility's facilities from natural hazards and malevolent acts but will not eliminate the risk entirely. CDM Smith does not make and hereby disclaims all warranties and guarantees including but not limited to any warranty/guarantee that Utility will not experience or be impacted by a natural hazard or malevolent act at its facilities described in this report either before or after the implementation of any recommendations made by CDM Smith.



Public Works

DATE: 2/16/2021

MEMO: 2021-20

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvement of U.S. 51 from its Intersection with Pershing Road (IL 121) North to its Intersection with Interstate 72 by municipality under the Illinois Highway Code City project 2021-06
Section No. 21-00106-00-TL

SUMMARY RECOMMENDATION: It is recommended that the City Council adopt the attached two Resolutions and related Ordinance described below all related to the same road project. This is a different project than the ongoing discussion with IDOT over U.S. 51 from Pershing to Eldorado. The following items are all related to the improvement of U.S. 51 from Pershing Road (IL 121) North to its intersection with Interstate 72:

1. Resolution appropriating \$7,200 in State Motor Fuel Tax Funds to pay for the traffic signal and ADA curb ramp work outlined in the City-State Agreement.
2. Ordinance regulating encroachments on the public right-of-way within the project limits. This ordinance is Exhibit D in the City-State Agreement.
3. Resolution authorizing an agreement with the State of Illinois for improvements to U.S. 51 from its intersection with Pershing Road (IL 121) North to its intersection with Interstate 72. The Agreement is for \$7,200. This Resolution is Exhibit A in the City-State Agreement.

BACKGROUND:
Business U.S. 51 Pavement Improvement

In 2020, the City was informed by the Illinois Department of Transportation (IDOT) of their intention to complete a major street improvement along U.S. 51 between Pershing Road to Interstate 72. The work is to include ADA sidewalk improvements, pedestrian signal improvements, bridge joint replacements and milling off the existing pavement and overlaying the road with new asphalt.

City-State Agreement

The City - State Agreement includes the following items:

1. Clauses 3 and 4 state that the City will pass a resolution appropriating sufficient funds for the project. This estimated cost is identified as \$5,750 with a provision to provide the additional funds necessary to cover the actual costs. IDOT policy limits costs relating to traffic signals to not exceed 125% of the estimated costs. The City proposes to use \$7,200 in State Motor Fuel Tax funds to pay for its share of the traffic signal and ADA curb ramps.
2. Clause 5 relates to the City's requirement for no parking on U.S. 36. This was enacted in 1971 and 2000 by the City.
3. Clause 6 relates to the storm water ordinance put in place by the City to prohibit the discharge of sanitary waste in the storm sewer system.
4. Clause 7 requires an ordinance regulating encroachments on the public right-of-way
5. Clause 9 through Clause 11 relates to utilities in the right-of-way and utility relocation requirements. There are no utility relocations expected on this project.
6. Clause 12 through Clause 14 outline the maintenance responsibilities of the City and the State for the roadway and other items within the right of way, including storm sewers, sidewalks and traffic signals. This language is similar to previous City-State agreements entered into for U.S. 51.

The preliminary plans are on file at the Public Works Department. The final plans will be provided and approved by the Public Works Department prior to bidding by the State.

PRIOR COUNCIL ACTION:

There have been no prior Council actions on this item.

POTENTIAL OBJECTIONS: None

INPUT FROM OTHER SOURCES: Illinois Department of Transportation

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

BUDGET/TIME IMPLICATIONS:

Budget Operating Funds: Funding for the proposed project will be \$7,200 from State MFT funds.

Staffing Impact: The Illinois Department of Transportation will manage this project. There will

be limited City staff involvement.

ATTACHMENTS:

Description	Type
Resolution to Appropriate State Motor Fuel Tax Funds to Pay the City's Portion for the Improvement of U.S. 51 from its Intersection with Pershing Road (IL 121) North to its Intersection with Interstate 72 by Municipality Under the Illinois Highway Cod	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION TO APPROPRIATE STATE MOTOR FUEL TAX FUNDS TO PAY THE
CITY'S PORTION FOR THE IMPROVEMENT OF U.S. 51 FROM ITS INTERSECTION
WITH PERSHING ROAD (IL 121) NORTH TO ITS INTERSECTION WITH INTERSTATE
72 BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE
CITY PROJECT 2021-06
SECTION NO. 21-00106-00-TL**

**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 \$7,200 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 U.S. 51 from Pershing Road (IL 121) North to its intersection with Interstate 72, are eligible for State Motor Fuel Tax funds and shall be designated as Section 21-00106-00-TL.

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 certified copies of original BLR 09110 forms, attached hereto as Exhibit 1 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 1st day of March 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

I, Kim Althoff Clerk in and for the City
(City, Town or Village)
of Decatur, County of Macon
hereby certify the attached Resolution No. _____ to be a true, perfect and complete copy of a resolution adopted by
the City Council at a meeting on March 1, 2021
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of March, 2021.

(SEAL) _____ City Clerk
(City, Town or Village)

Approved _____ Regional Engineer Department of Transportation _____ Date
--



**Resolution for Improvement
Under the Illinois Highway Code**



Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type	Resolution Number	Section Number
Original		21-00106-00-TL

BE IT RESOLVED, by the Council of the City
Governing Body Type Local Public Agency Type

of Decatur Illinois that the following described street(s)/road(s)/structure be improved under
Name of Local Public Agency
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
U.S. 51	2.15	FAP 710	Pershing Road (IL 121)	Interstate 72

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

Improve traffic signals along the route with milling off the existing pavement and overlaying the road with new asphalt.

2. That there is hereby appropriated the sum of Seven Thousand, Two Hundred and 00/100-----
Dollars (\$7,200.00) 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 L. Althoff City Clerk in and for said City
Name of Clerk Local Public Agency Type Local Public Agency Type

of Decatur in the State aforesaid, and keeper of the records and files thereof, as provided by
Name of Local Public Agency

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 March 01, 2021
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of March, 2021
Day Month, Year

(SEAL)

Clerk Signature	Date

Approved

Regional Engineer Department of Transportation	Date

Public Works

DATE: 2/16/2021

MEMO: 2021-20

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Ordinance Regulating Encroachment on Public Right-of-Way in the City of Decatur, Macon County, Illinois U.S. 51 From its Intersection with Pershing Road (IL 121) North to its Intersection with Interstate 72 in Decatur

SUMMARY RECOMMENDATION: Please refer to Council Memo 2021-20.

ATTACHMENTS:

Description	Type
Ordinance Regulating Encroachment on Public Right-of-Way in the City of Decatur, Macon County, Illinois U.S. 51 from its Intersection with Pershing Road (IL 121) North to its Intersection with Interstate 72	Ordinance

ORDINANCE NO. _____

**ORDINANCE REGULATING ENCROACHMENT ON PUBLIC RIGHT-OF-WAY IN
THE CITY OF DECATUR, MACON COUNTY, ILLINOIS
U.S. 51 FROM ITS INTERSECTION WITH PERSHING ROAD (IL 121) NORTH TO ITS
INTERSECTION WITH INTERSTATE 72 IN DECATUR**

WHEREAS, the CITY OF DECATUR hereinafter known as CITY, and the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION have entered into an AGREEMENT relative to the improvement of FAP 710 (U.S. 51), State Section (48Z2&3, 50Z2&3, 50R)RS-3 from its intersection with Pershing Road (IL 121) north to its intersection with Interstate 72 in Decatur; and

WHEREAS, in order to facilitate said improvement, it is necessary for the CITY to adopt an ordinance regulating encroachment on the right-of-way for said improvement in accordance with the following definitions;

1. Roadway right-of-way is defined as those areas existing or acquired by dedication or by fee simple for highway purposes; also, the areas acquired by permanent easement and temporary easement during the time the easement is in effect.
2. Project right-of-way is defined as those areas within the project right-of-way lines established jointly by the CITY and the STATE which will be free of encroachments except as hereinafter defined;
3. Encroachment is defined as any building, fence, sign (excluding certain signs located over sidewalks) or any other structure or object of any kind (with the exception of utilities and public road signs), which is placed, located or maintained, in, on, under or over any portion of the project right-of-way or the roadway right-of-way where no project right-of-way line has been established;
4. Permissible encroachment is defined as any existing awning, marquee or sign advertising activity on the property, or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is sidewalk extending to the building line and which does not impair the free and safe flow of pedestrian traffic or traffic on the highway. The permissive retention of overhanging signs is not to be construed as being applicable to those signs supported by poles constructed outside the project right-of-way line and not confined by adjacent buildings;
5. Construction easement area is defined as the area lying between the project right-of-way limits and the platted street limits within which the CITY OF DECATUR, by concurrence in the establishment of the project right-of-way lines, will permit the STATE to enter to perform all necessary construction operations; and,

WHEREAS, representatives of the CITY and the STATE, by visual inspection, cooperatively establish project right-of-way line and mutually determine the disposition of encroachments,

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

Section 1. It shall be unlawful for any person, firm or corporation to erect or cause to be erected, to retain or cause to be retained, any encroachment (herein above defined), except as provided in Section 3, within the limits of the project right-of-way or the roadway right-of-way where no project right-of-way limits have been established.

Section 2. The Project right-of-way limits have been established and shown in the plans.

Section 3. No revocable permits have been issued by the State for the temporary retention of PERMISSIBLE ENCROACHMENTS.

Section 4. This ordinance is intended to be and shall be in addition to all other ordinances, rules and regulations concerning encroachment and shall not be construed as rescinding or repealing any other ordinance or part of any ordinance unless it is in direct conflict therewith.

Section 5. Any person, firm or corporation violating this ordinance shall be fined not less than \$10.00 nor more than \$500.00 for each offense and separate offense shall be deemed committed each and every day during which a violation continues or exists.

Section 6. This ordinance shall be published one time within ten days after its passage in a newspaper having a general circulation in the CITY OF DECATUR, Macon County, Illinois, and shall be in full force and effect after its passage, approval and publication as provided by law.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of March, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

PASSED: _____

SIGNED: _____

PUBLISHED: _____

Public Works

DATE: 2/16/2021

MEMO: 2021-20

TO: Honorable Mayor Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing an Agreement with the State of Illinois for Improvements to U.S. 51 from its Intersection with Pershing Road (IL 121) North to its Intersection with Interstate 72 City Project 2021-06

SUMMARY RECOMMENDATION: Please refer to Council Memo 2021-20

ATTACHMENTS:

Description	Type
Resolution Authorizing an Agreement with the State of Illinois for Improvements to U.S. 51 from its Intersection with Pershing Road (IL 121) North to its Intersection with Interstate 72 City Project 2021-06	Resolution Letter

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF ILLINOIS
FOR IMPROVEMENTS TO U.S. 51
FROM ITS INTERSECTION WITH PERSHING ROAD (IL 121) NORTH TO ITS
INTERSECTION WITH INTERSTATE 72
CITY PROJECT 2021-06**

WHEREAS, the CITY OF DECATUR has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 710 (U.S. 51), known as State Section (48Z2&3, 50Z2&3,50R)RS-3 from its intersection with Pershing Road (IL 121) north to its intersection with Interstate 72 in Decatur and,

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY of DECATUR to appropriate sufficient funds to pay its share of the cost of said improvement;

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

Section 1. That the Agreement between the City of Decatur and the State of Illinois, for the improvement of U.S.51., from its intersection with Pershing Road (IL 121) north to its intersection with Interstate 72 and it is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of \$7,200.

Section 3. That the CITY OF DECATUR has appropriated the sum of Seven Thousand, Two Hundred (\$7,200) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the AGREEMENT; and

Section 4. That upon award of the completion of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY OF DECATUR, an amount equal to 100% of its obligation incurred under this AGREEMENT based upon final costs.

Section 5. That the CITY OF DECATUR agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be sufficient to cover said cost.

Section 6. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 1st day of March, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST: (SEAL)

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, _____, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on _____, 2021

Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

Jeffrey M. South, P.E.
Region Four Engineer

Date

Exhibit 1

FAP 710 (Business U.S. 51)
Section: (48Z2&3,50Z2&3,50R)RS-3
CITY Section: 21-00106-00-TL
Macon County
Job No.: C-97-083-13
Agreement No.: JN 721 003
Contract No.: 74637

AGREEMENT

This agreement entered into this ____ day of _____, A.D., 2021, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION hereinafter called the STATE, and the CITY OF DECATUR, in the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 11,375 feet (2.15 miles) of FAP 710 (Business U.S. 51), State Section (48Z2&3,50Z2&3,50R)RS-3, CITY Section 21-00106-00-TL from its intersection with Pershing Road (IL 121) north to its intersection with Interstate 72 in Decatur, by milling and resurfacing, patching, repairing curb, gutter and medians, constructing Americans with Disabilities Act (ADA) compliant curb ramps, improving pedestrian signals of existing traffic signal systems, replacing existing bridge joints and by performing all other work necessary to complete the section in accordance with the approved plans and specifications; and

WHEREAS, the improvements to FAP 710 (Business U.S. 51) shall consist of:

1. SOUTHBOUND BUSINESS U.S. 51 (MAIN STREET) FROM NORTH EDGE OF PAVEMENT OF PERSHING ROAD (IL 121) TO THE SOUTH APPROACH OF STRUCTURE NO. 058-0004: Mill and resurface the existing hot-mix asphalt pavement, retaining the existing curbs and variable pavement width, providing for three 12-foot wide through traffic lanes (reducing to two lanes north of Christine Drive) and variable-width turn lanes, all in the southbound direction;
2. NORTHBOUND BUSINESS U.S. 51 (WATER STREET) FROM NORTH EDGE OF PAVEMENT OF PERSHING ROAD (IL 121) TO THE SOUTH APPROACH OF STRUCTURE NO. 058-0015: Mill and resurface the existing hot-mix asphalt pavement, retaining the existing

curbs and variable pavement width, providing for three 12-foot wide through traffic lanes (reducing to two lanes north of Christine Drive) and variable-width turn lanes, all in the northbound direction;

3. STRUCTURE NUMBERS 058-0004 AND 058-0015 CARRYING BUSINESS US 51 OVER SPRING CREEK: Establish lane closures for stage construction and replace existing structure expansion joints;
4. BUSINESS U.S. 51 FROM THE NORTH ABUTMENT OF STRUCTURE NUMBERS 058-0004 AND 058-0015 TO MARK AVENUE: Mill and resurface the existing hot-mix asphalt pavement, providing for a 70-foot edge-to-edge pavement width, retaining the existing curb and gutters and providing for four 12-foot wide through traffic lanes, two in each direction and a 22-foot wide and variable concrete median with variable width left-turn lanes;
5. MOUND AVENUE INTERSECTION (MARK AVENUE TO STEPHANIE DRIVE): Mill and resurface the existing variable-width pavement, retaining the existing variable-width concrete median and providing for two 12-foot wide through traffic lanes in each direction and 12-foot wide (and variable) left and right-turn lanes; modernize existing pedestrian signaling and improve curb ramps to comply with the Americans with Disabilities Act (ADA) at the intersection of FAP 710 (Business U.S. 51) and Mound Avenue;
6. STEPHANIE DRIVE TO MARYLAND HEIGHTS ROAD: Mill and resurface the existing hot-mix asphalt pavement, providing for a 70-foot edge-to-edge pavement width, retaining the existing curb and gutters and providing for four 12-foot wide through traffic lanes, two in each direction and a 22-foot wide and variable concrete median with variable width left-turn lanes;
7. ASH AVENUE INTERSECTION (MARYLAND HEIGHTS ROAD TO 675 FEET NORTH OF ASH AVENUE): Mill and resurface the existing variable-width pavement, retaining the existing variable-width concrete median and providing for two 12-foot wide through traffic lanes in each direction and 12-foot wide (and variable) left and right-turn lanes; modernize existing pedestrian signaling and improve curb ramps to comply with the Americans with Disabilities Act (ADA) at the intersection of FAP 710 (Business U.S. 51) and Ash Avenue;

8. 675 FEET NORTH OF ASH AVENUE TO SOUTH APPROACH OF STRUCTURE NUMBER 058-0136: Mill and resurface the existing hot-mix asphalt pavement, providing for an 85-foot edge-to-edge pavement width, retaining 10-foot wide hot-mix asphalt shoulders and providing for four 12-foot wide through traffic lanes, two in each direction, and an 18-foot wide and variable concrete median. Mill and resurface the existing hot-mix asphalt right-turn lane and specified portion of the Prospect Drive Connector;
9. INTERSTATE 72 INTERCHANGE RAMPS: Mill and resurface the specified portions of existing variable-width hot-mix asphalt pavement, retaining hot-mix asphalt shoulders of the widths indicated;

and all other work necessary to complete the improvement in accordance with the approved plans and specifications; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to CITY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay for all construction and engineering costs, subject to reimbursement by the CITY as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Type of Work	FEDERAL		STATE		CITY		Total
	Cost	%	Cost	%	Cost	%	
All construction costs excluding the following:	\$4,160,000	80	\$1,040,000	20	\$ 0	NA	\$5,200,000
Traffic Signal Revisions at Mound Road	\$20,000	80	\$2,500	10	\$2,500	10	\$25,000
Traffic Signal Revisions at Ash Avenue	\$20,000	80	\$2,500	10	\$2,500	10	\$25,000
<i>Subtotal</i>	<i>\$4,200,000</i>		<i>\$1,045,000</i>		<i>\$5,000</i>		<i>\$5,250,000</i>
P&C Engineering (15%)	\$630,000		\$156,750		\$750		\$787,500
<i>Total</i>	<i>\$4,830,000</i>		<i>\$1,201,750</i>		<i>\$5,750</i>		<i>\$6,037,500</i>

Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities by the contract unit prices plus 15% for construction and preliminary engineering. Participation toward traffic signals shown above shall not exceed \$7,200 which represents 125% of their estimated construction and engineering cost.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as "Exhibit A" and made a part hereof.

The CITY further agrees that upon completion of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum for any funds allotted to the CITY an amount equal to 100% of its obligation incurred under this AGREEMENT.

5. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, requiring that parking be prohibited within the limits of this improvement, a copy of which is attached hereto as "Exhibit B", and will in the future prohibit parking at such locations on or immediately adjacent to this improvement as may be determined necessary by the STATE from traffic capacity studies.

6. The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, prohibiting the discharge of sanitary sewage and industrial waste water into any storm sewers constructed as a part of this improvement, a copy of which is attached hereto as "Exhibit C".
7. Prior to the STATE advertising for the work proposed hereunder, the disposition of encroachments will be cooperatively resolved with representatives from the CITY and the STATE.

The CITY has adopted and will put into effect an appropriate ordinance, prior to the STATE's advertising for the proposed work to be performed hereunder, or shall continue to enforce an existing ordinance, relative to the disposition of encroachments and prohibiting, in the future, any new encroachments within the limits of the improvements, a copy of which is attached as "Exhibit D".

8. The CITY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Route without the consent of the STATE.
9. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. The CITY agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.
11. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the Accommodation of Utilities of Right of Way, 92 Ill. Adm. Code 530. The CITY agrees to obtain from the STATE an approved permit for the facility, and to abide by all conditions set forth therein.

12. Upon final field inspection of the improvement and so long as Bloomington Road (Business U.S. 51) is used as a State Highway, the STATE agrees to maintain or cause to be maintained the following:

South Limit of Improvements Specified to 675 Feet North of Ash Avenue

The concrete median, through traffic lanes lying on either side of the median and the left-turn and right-turn lanes lying along FAP 710 (Business U.S. 51), each lane being 12 feet and variable in width, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE.

675 Feet North of Ash Avenue to North Limit of Improvements Specified

Entire area within STATE right-of-way except as otherwise described herein.

13. Upon final field inspection of the improvement, the CITY agrees to continue to maintain or cause to be maintained the following:

South Limit of Improvements Specified to 675 Feet North of Ash Avenue

Those portions of the improvement which are not maintained by the STATE, including street approaches beyond the edge of pavement (and their respective turn lanes), sidewalks, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto, highway lighting including furnishing the electrical energy therefore. The CITY shall continue to maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manholes and catch basins' frames, grates or lids. Maintenance, repair and/or reconstruction of storm sewers beyond the aforescribed responsibilities shall continue to be that of the STATE.

675 Feet North of Ash Avenue to North Limit of Improvements Specified

Prospect Drive Connector approach beyond the edge of pavement, CITY owned utilities including appurtenances thereto and highway lighting (except that which illuminates the Interstate 72 interchange) including furnishing the electrical energy therefore.

14. Upon acceptance by the STATE of the traffic signal work included herein the responsibility for maintenance and energy shall continue to be as outlined in the Master Agreement executed by the STATE and the CITY on July 1, 2011.
15. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.
16. Obligations of the STATE and CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
17. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY of DECATUR

Attest:

Clerk

(SEAL)

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

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jeffrey P. Myers, P.E.
Region Four Engineer

Date: _____

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE STATE OF ILLINOIS
FOR IMPROVEMENTS TO U.S. 51
FROM ITS INTERSECTION WITH PERSHING ROAD (IL 121) NORTH TO ITS
INTERSECTION WITH INTERSTATE 72
CITY PROJECT 2021-06**

WHEREAS, the CITY OF DECATUR has entered into an AGREEMENT with the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, for the improvement of FAP 710 (U.S. 51), known as State Section (48Z2&3, 50Z2&3,50R)RS-3 from its intersection with Pershing Road (IL 121) north to its intersection with Interstate 72 in Decatur and,

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY of DECATUR to appropriate sufficient funds to pay its share of the cost of said improvement;

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

Section 1. That the Agreement between the City of Decatur and the State of Illinois, for the improvement of U.S.51., from its intersection with Pershing Road (IL 121) north to its intersection with Interstate 72 and it is hereby, received and placed on file.

Section 2. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute an Agreement between the City of Decatur, Illinois, and the State of Illinois, acting through its Department of Transportation, attached hereto as Exhibit 1 and made a part hereof, in the amount of \$7,200.

Section 3. That the CITY OF DECATUR has appropriated the sum of Seven Thousand, Two Hundred (\$7,200) or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY OF DECATUR to pay its share of the cost of this improvement as provided in the AGREEMENT; and

Section 4. That upon award of the completion of the contract for this improvement, the CITY OF DECATUR will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS in a lump sum from any funds allotted to the CITY OF DECATUR, an amount equal to 100% of its obligation incurred under this AGREEMENT based upon final costs.

Section 5. That the CITY OF DECATUR agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be sufficient to cover said cost.

Section 6. That the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Effingham, Illinois.

PRESENTED and ADOPTED this 1st day of March, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST: (SEAL)

KIM L. ALTHOFF, CITY CLERK

STATE OF ILLINOIS)
COUNTY OF MACON)

I, _____, Clerk in and for the CITY OF DECATUR, hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the CITY OF DECATUR at a meeting on _____, 2021

Clerk

(SEAL)

APPROVED:
DEPARTMENT OF TRANSPORTATION

Jeffrey M. South, P.E.
Region Four Engineer

Date

FAP 710 (Business U.S. 51)
Section: (48Z2&3,50Z2&3,50R)RS-3
CITY Section: 21-00106-00-TL
Macon County
Job No.: C-97-083-13
Agreement No.: JN 721 003
Contract No.: 74637

EXHIBIT B

AN ORDINANCE IN RELATION TO MOTOR VEHICLE PARKING

The CITY has adopted and shall continue to enforce Ordinances 5541 (1971) and 2000-33 (2000) of the City Code of Decatur. These ordinances prohibits parking in locations where signage to this effect has been erected along Business U.S. 51 in a manner meeting the requirements of the Department. A copy of these ordinances have been enclosed for reference on the following pages.

ORDINANCE NO. 5541

AN ORDINANCE AUTHORIZING AGREEMENT --
STATE OF ILLINOIS - U. S. ROUTE 51 N.

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

Section 1. That the Agreement, a copy of which is here-
to attached and made a part hereof, between the STATE OF ILLINOIS
and THE CITY OF DECATUR, ILLINOIS, for the improvement of U. S.
Route 51 in the City by the State and the contribution of the City
to the State for its share of the costs of said improvement to be
known as State Section 50R and City Section 143-C.S. and being said
U. S. Route 51 from a point South of Northland Drive and extending
northerly 6,145 feet to Ash Avenue be, and the same is hereby, re-
ceived, placed on file and approved.

Section 2. That the Mayor and City Clerk be, and they are
hereby, authorized and directed to sign, seal and attest said Agree-
ment on behalf of the City.

PASSED and APPROVED this 19th day of July, 1971.

James H. Rupp
MAYOR

ATTEST:

Phyllis E. Grotjan
CITY CLERK

STATE OF ILLINOIS
COUNTY OF MACON
CITY OF DECATUR

SS.

I, PHYLLIS E. GROTJAN, CITY
Clerk of the City of Decatur, Illinois, DO HEREBY CERTIFY
that the foregoing Ordinance is a true and correct copy of
an Ordinance adopted and passed by the Council of the City
of Decatur at a regular meeting of said Council, held on the
19th day of July, 19 71, and that
the same was signed and approved by the Mayor of said City
on the 19th day of July, 19 71.

I DO FURTHER CERTIFY that the original of which
the foregoing is a true and correct copy is entrusted to me
as Clerk of said City for my safekeeping, and that I am the
lawful keeper and custodian of the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and affixed the corporate seal of said corporation this
21st day of July, 19 71.

Phyllis E. Grotjan
City Clerk of Decatur, Illinois

" EXHIBIT B "

ORDINANCE NO. 2000-33

AN ORDINANCE PROHIBITING PARKING NORTHBOUND U.S. ROUTE 51 (ALT.) AND SOUTHBOUND U.S. ROUTE 51, IN DECATUR, ILLINOIS STATE SECTION 48Z-3RS-1, 50Z (2RS-6, 3-RS-3)

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

Section 1. That when appropriate signs or markings are provided giving notice thereof,
parking be, and it is hereby, prohibited at all times within the area described as follows:

The east and west sides of Northbound U.S. Route 51 (Alt.) and Southbound U.S.
Route 51, known as State Section 48Z-3RS-1, 50Z (2RS-6, 3-RS-3) for the
project limits described in Agreement JN-500012 between the City and the State,
EXCEPT as follows:

1. West side of Northbound Route 51 (Alt.), Water Street, from
Waggoner Street north to 130 feet South of Garfield Avenue.
2. East side of Southbound U.S. Route 51, Main Street, from the Norfolk
and Western Railway north to Green Street.
3. West side of Southbound U.S. Route 51, Main Street, from Washington
Street north to North Street.
4. West side of Southbound U.S. Route 51, Main Street, from the Norfolk
and Western Railway north to Green Street.
5. West side of Southbound U.S. Route 51, Main Street, from 170 feet
North of Green Street to a point 220 feet south of the centerline of Grand Avenue.

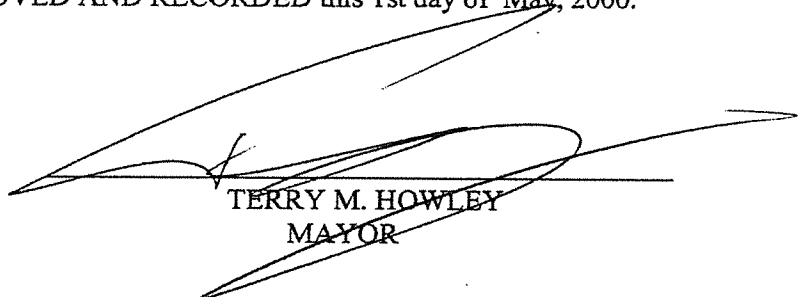
6. West side of Southbound U.S. Route 51, Main Street from 210 feet North of the centerline of Grand Avenue to Johnson Avenue.

Section 2. That any person, firm or corporation who shall violate any of the provisions of this Ordinance shall, upon conviction, be fined not less than Ten Dollars (\$10.00) nor more than Two Hundred Dollars (\$200.00) for each offense.

Section 3. That this Ordinance shall take effect and be in full force ten (10) days after and from its passage, approval and legal publication as required by law, and the City Clerk is hereby directed to cause this Ordinance to be published immediately after its due passage and approval.

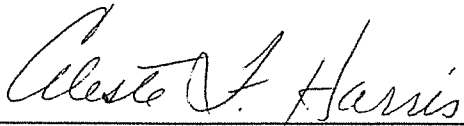
Section 4. That the provisions of all ordinances or parts of ordinances in conflict with the provisions of this ordinance insofar as the same are in conflict with said provisions be, and the same are hereby, repealed.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of May, 2000.



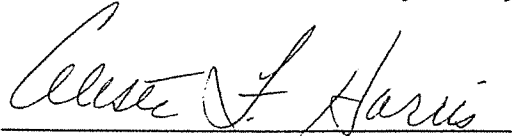
TERRY M. HOWLEY
MAYOR

ATTEST:



CITY CLERK

PUBLISHED this _____ day of May, 2000.



CITY CLERK

FAP 710 (Business U.S. 51)
Section: (48Z2&3,50Z2&3,50R)RS-3
CITY Section: 21-00106-00-TL
Macon County
Job No.: C-97-083-13
Agreement No.: JN 721 003
Contract No.: 74637

EXHIBIT C

AN ORDINANCE IN PROHIBITING THE DISCHARGE OF SANITARY SEWAGE AND INDUSTRIAL WASTE WATER INTO THE STORM SEWER OR DRAINAGE FACILITY CONSTRUCTED IN CONJUNCTION WITH THE IMPROVEMENT OF FAP 710 (BUSINESS U.S. 51) IN THE CITY OF DECATUR, MACON COUNTY, ILLINOIS

The CITY has adopted and shall continue to enforce Chapter 38, Sections 23 and 24 of the City Code of Decatur. Among other regulations, these sections prohibit the unsanitary deposit of wastes and requires connection of toilet facilities to sanitary sewer systems in a manner meeting the requirements of the Department.

An excerpt describing sanitary waste disposal has been included for reference as follows:

23. ILLICIT DISCHARGES. For all water generated on developed or undeveloped land entering the municipality's separate storm sewer system, no person shall introduce or cause to be introduced into the municipal separate storm sewer system any discharge that is not composed entirely of stormwater. The commencement, conduct or continuance of any non- stormwater discharge to the municipal separate storm sewer system is prohibited except as described as follows:

A. Uncontaminated discharges from the following sources:

- (1) Water line and fire hydrant flushing or other potable water sources;
- (2) Landscape irrigation water or lawn watering with potable water;
- (3) Rising ground water;
- (4) Ground water infiltration;
- (5) Pumped groundwater;
- (6) Discharges from potable water sources;
- (7) Foundation drains;
- (8) Air conditioning condensate;

- (9) Irrigation water, (except for wastewater irrigation);
- (10) Springs;
- (11) Water from crawl space pumps;
- (12) Footing drains;
- (13) Storm sewer cleaning water;
- (14) Water from individual residential car washing;
- (15) Routine external building washdown which does not use detergents;
- (16) Flows from riparian habitats and wetlands;
- (17) Dechlorinated pH neutral swimming pool discharges;
- (18) Residual street wash water;
- (19) Discharges or flows from fire fighting activities;
- (20) Dechlorinated water reservoir discharges;
- (21) Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material has been removed),
and;
- (22) Any other uncontaminated water source.

B. Discharges specified in writing by the City Engineer as being necessary to protect public health and safety.

C. Dye testing is an allowable discharge if the City Engineer has so specified in writing.

24. PROHIBITION OF ILLICIT CONNECTIONS. The construction, use, maintenance or continued existence of illicit connections to the separate municipal storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

The complete Chapter 38 (STORMWATER ORDINANCE) can be found on line at <https://www.decaturl.gov/wp-content/uploads/2015/10/code38.pdf>

ORDINANCE NO. _____

**ORDINANCE REGULATING ENCROACHMENT ON PUBLIC RIGHT-OF-WAY IN
THE CITY OF DECATUR, MACON COUNTY, ILLINOIS
U.S. 51 FROM ITS INTERSECTION WITH PERSHING ROAD (IL 121) NORTH TO ITS
INTERSECTION WITH INTERSTATE 72 IN DECATUR**

WHEREAS, the CITY OF DECATUR hereinafter known as CITY, and the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION have entered into an AGREEMENT relative to the improvement of FAP 710 (U.S. 51), State Section (48Z2&3, 50Z2&3, 50R)RS-3 from its intersection with Pershing Road (IL 121) north to its intersection with Interstate 72 in Decatur; and

WHEREAS, in order to facilitate said improvement, it is necessary for the CITY to adopt an ordinance regulating encroachment on the right-of-way for said improvement in accordance with the following definitions;

1. Roadway right-of-way is defined as those areas existing or acquired by dedication or by fee simple for highway purposes; also, the areas acquired by permanent easement and temporary easement during the time the easement is in effect.
2. Project right-of-way is defined as those areas within the project right-of-way lines established jointly by the CITY and the STATE which will be free of encroachments except as hereinafter defined;
3. Encroachment is defined as any building, fence, sign (excluding certain signs located over sidewalks) or any other structure or object of any kind (with the exception of utilities and public road signs), which is placed, located or maintained, in, on, under or over any portion of the project right-of-way or the roadway right-of-way where no project right-of-way line has been established;
4. Permissible encroachment is defined as any existing awning, marquee or sign advertising activity on the property, or similar overhanging structure supported from a building immediately adjacent to the limits of the platted street where there is sidewalk extending to the building line and which does not impair the free and safe flow of pedestrian traffic or traffic on the highway. The permissive retention of overhanging signs is not to be construed as being applicable to those signs supported by poles constructed outside the project right-of-way line and not confined by adjacent buildings;
5. Construction easement area is defined as the area lying between the project right-of-way limits and the platted street limits within which the CITY OF DECATUR, by concurrence in the establishment of the project right-of-way lines, will permit the STATE to enter to perform all necessary construction operations; and,

WHEREAS, representatives of the CITY and the STATE, by visual inspection, cooperatively establish project right-of-way line and mutually determine the disposition of encroachments,

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

Section 1. It shall be unlawful for any person, firm or corporation to erect or cause to be erected, to retain or cause to be retained, any encroachment (herein above defined), except as provided in Section 3, within the limits of the project right-of-way or the roadway right-of-way where no project right-of-way limits have been established.

Section 2. The Project right-of-way limits have been established and shown in the plans.

Section 3. No revocable permits have been issued by the State for the temporary retention of PERMISSIBLE ENCROACHMENTS.

Section 4. This ordinance is intended to be and shall be in addition to all other ordinances, rules and regulations concerning encroachment and shall not be construed as rescinding or repealing any other ordinance or part of any ordinance unless it is in direct conflict therewith.

Section 5. Any person, firm or corporation violating this ordinance shall be fined not less than \$10.00 nor more than \$500.00 for each offense and separate offense shall be deemed committed each and every day during which a violation continues or exists.

Section 6. This ordinance shall be published one time within ten days after its passage in a newspaper having a general circulation in the CITY OF DECATUR, Macon County, Illinois, and shall be in full force and effect after its passage, approval and publication as provided by law.

PRESENTED, PASSED, APPROVED AND RECORDED this 1st day of March, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

PASSED: _____

SIGNED: _____

PUBLISHED: _____

Public Works

DATE: 2/18/2021

MEMO: 2021-22

TO: Honorable Mayor Moore Wolfe and City Council

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 Dunn Company, A Division of Tyrolt, Inc. for 2021 Local Motor Fuel Tax Street Improvement Project,
City Project 2021-25**

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the resolution awarding the contract for the 2021 Local Street Improvement Project, City Project 2021-25, to Dunn Company, A Division of Tyrolt, Inc. as the lowest, responsible bidder in the amount of \$1,120,512.71 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:

Streets Inspected Annually

The Engineering Division inspects and rates approximately 1/2 of the City's streets on a yearly basis. The results of these inspections are input into a computer database which is used to project the future condition of the streets based on their current and historical condition, and surface type (i.e. brick, concrete, asphalt, etc.). This data is then paired with available funding and is used as a basis to aid City Engineering in the preparation of the City's yearly street improvement project. The City Council has requested that Local Motor Fuel Tax funds should only be used on residential streets. Staff then determines what type of improvement would be appropriate for each street.

Project Description

The 2021 Local Street Improvement project will primarily perform asphalt milling and overlay work along streets that have surface distresses where replacing the surface will help prevent costlier repairs in the future. Nelson Boulevard will be reconstructed using a technique where we add cement to the soil underneath the road to make it stiffer. The City has used this technique on

numerous other streets with good results. In total, 2.74 lane miles of the City's 825 total lane miles will be rehabilitated as part of this project.

The proposed street list for Street Improvement is as follows (see attached location maps):

Street	Begin	End	Surface Treatment	Length (feet)	Length (Lane Miles)
S. Nelson Blvd.	S. of Powers Blvd.	E. Wood St./US 36	Reconstruct w/ Full Depth Asphalt and Stabilized Soil	1,677	0.64
N. 33 rd St.	Lake Shore Dr.	E. William Street Rd.	Asphalt Overlay	2,160	0.82
E. Eldorado St.	33 rd St.	Lake Shore Dr.	Asphalt Overlay	895	0.34
E. Prairie St.	End of Street	Lake Shore Dr.	Asphalt Overlay	949	0.35
N. Country Trail	End of Street	McKinley Ave.	Mill and Overlay	465	0.18
E. Marietta St.	N. Water St.	Baby Talk/DMCOC	Mill and Overlay	160	0.06
E. Marietta St.	N. Warren Ave.	N MLK Jr. Dr.	Mill and Overlay	640	0.24
E. Orchard St.	N. Water St.	Baby Talk/DMCOC	Mill and Overlay	280	0.11
			Total Length	7,226	2.74

Prior to paving these streets, lead water services will be replaced where they exist. Vacant lots will have their old water services disconnected at the water main.

In addition to the paving on these streets, there will also be asphalt patching done on various miscellaneous streets to repair base failures. There will also be concrete work including sidewalk curb ramps, curb and gutter, and catch basin work.

Letting Results

The project scope and specifications were prepared by the Engineering Division. The project was advertised on January 27, 2021, and bids were opened on February 18, 2021. The results of the letting are as follows (bid tabulation attached):

<u>Bidder</u>	<u>Total Bid Price</u>	<u>Compared to Engineer's Est. Over (Under)</u>
Dunn Company	\$1,120,512.71	(3.13%)
Engineer's Estimate	\$1,156,771.99	-----

Two contractors that attended the pre-bid meeting took out a bid package for the Local Street Improvement Project, and one (1) submitted a bid. Dunn Company provided the lowest responsible bid at 3.13% below the engineer's estimate. Dunn Company has successfully completed many jobs of this type for the City.

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

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

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

Subcontracting is not a requirement for City Projects. Dunn Company will self-perform 68.64% of the contract and subcontract out the other 31.36% with 9.2% being performed by Minority Business Enterprises (MBE). This is below the 10% minimum goal to be performed by MBE's, but Dunn Company provided documentation showing they made a good-faith-effort to search for MBE's for each subcontracting opportunity.

PRIOR COUNCIL ACTION:

February 16, 2016 – Council approved adding Chapter 51.4 of the City Code establishing a Local Motor Fuel Tax to be used to generate revenue for the construction and maintenance of municipal streets and extensions, sidewalk repairs and maintenance, curbing, grade separations and approaches and engineering services related to those items.

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

INPUT FROM OTHER SOURCES:

None

LEGAL REVIEW: The project plans and specifications were forwarded to Legal for review before bidding on January 22, 2021.

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. This memorandum was prepared by Griffin Enyart, Assistant City Engineer.

BUDGET/TIME IMPLICATIONS:

Budget Impact: Funding for this project will come from the Local Motor Fuel Tax Fund, the Water Fund, Sanitary Sewer Fund, and a portion will be reimbursed by the Decatur Park District.

Water service replacements and valve box replacements will be funded from the Water Fund (\$85,591.00). Sanitary sewer manhole replacements will be funded from the Sewer Fund (\$39,600.00). A portion of Nelson Boulevard on Park District jurisdiction will be reimbursed by the Decatur Park District (\$20,557.64). It is proposed that a total project expenditure of \$1,120,512.71 be authorized which includes \$995,321.71 of Local Motor Fuel Tax funds including the \$20,557.64 reimbursed by the Decatur Park District and the amounts from the other sources listed. These amounts represent the low bid amount of \$1,120,512.71.

Staff Impact: Staff time has been allocated for this project in the Capital Improvement Plan.

SCHEDULE:

Following approval of the contract by the City Council, work on this project shall begin after a “Notice to Proceed” has been issued from the City. The 2021 Local Street Improvement project is scheduled to be completed in August 2021.

COPY: Dunn Company

ATTACHMENTS:

Description	Type
Resolution Accepting the Bid and Authorizing the Execution of a Contract with Dunn Company, A Division of Tyrolt, Inc. for 2021 Local Motor Fuel Tax Street Improvement Project, City Project 2021-25	Resolution Letter
Council Bid Tab City Project 2021-25	Backup Material
Location Maps	Backup Material

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH DUNN COMPANY, A DIVISION OF TYROLT, INC. FOR
2021 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
CITY PROJECT 2021-25**

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

Section 1. That the tabulation of bids received for City Project 2021-25, 2020 Local Motor Fuel Tax Street Improvement Project, and presented to the Council herewith, be received and placed on file.

Section 2. That the bid of Dunn Company, A Division of Tyrolt, Inc. in the amount of \$1,120,152.71 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 Dunn Company, A Division of Tyrolt, Inc. attached hereto as Exhibit A and made a part hereof, for said plan, in the amount of \$1,120,152.71.

PRESENTED and ADOPTED this 1st day of March, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

EXHIBIT A

PROJECT MANUAL

2021 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT

CITY PROJECT 2021-25

January 2021

a project of the



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

FOR BIDDING

CITY OF DECATUR

2021 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT

Julie Moore Wolfe, Mayor

Rodney Walker

Bill Faber

David Horn

Pat McDaniel

Lisa Gregory

Chuck Kuhle

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

CITY OF DECATUR
2021 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT

CITY PROJECT 2021-25

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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 **11:00 A.M., Thursday, February 18, 2021**, and thereafter publicly opened and read.

DESCRIPTION OF PROJECT:

The proposed improvement is officially known as:

2021 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT CITY PROJECT 2021-25

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

The placement of approximately 3,000 tons of Hot-Mix Asphalt and 6,000 square yards of soil-cement base course on various streets in the City of Decatur. There will also be about 2,000 feet of curb and gutter, 3,000 square feet of sidewalk, Class B and D patches. Approximately 7 water services will need to be replaced or disconnected prior to pavement restoration. The work also includes utility adjustments, thermoplastic pavement marking, traffic control, landscaping, and other related work items.

INSTRUCTIONS TO BIDDERS:

1. A **MANDATORY PRE-BID** will be held by **CONFERENCE CALL ONLY** on **February 3, 2021, at 10:00 A.M.** In addition to project questions, the opportunity will be provided to discuss the City's minority participation goals. **Attendance is required to bid on the project.** 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.decaturbblue.com. **To receive updates or addenda you must be on the Plan Holders list for this project through Decatur Blue Print.**
3. Payment shall be made to Decatur Blue Print, Inc. **No refund will be made for the plans, specification, or proposal forms returned.**
4. Plans and specifications are **available for viewing** at the following locations:

www.decaturbblue.com	City of Decatur
Plans & Portals	Engineering Division
Public Projects	#1 Gary K. Anderson Plaza
DFS Public Plan Room	Decatur, Illinois 62523

ADVERTISEMENT FOR BIDS

5. 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 on the City's web site at www.decaturl.gov/Departments/PublicWorks under Contractor Project Bid Information, and Decatur Blue Print's web site at www.decaturlblue.com /Plans & Portals /Public Projects/DFS Public Plan Room/City of Decatur Bid Tabs, after the award of a contract has been approved by the City of Decatur's City Council.
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 shall at all times during the term of this Contract pay the applicable prevailing wage for Macon County for the month during which the work is performed, as determined by the Illinois Department of Labor.
8. Before the Contractor and any Subcontractor 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.
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 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.

January 27, 2021
Date Advertised

Matthew C. Newell, PE
Public Works Director

INFORMATION FOR BIDDERS

For Construction of: **2021 Local Motor Fuel Tax Street Improvement Project**

City Project No.: **2021-25**

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. **All bids received from bidders not on the pre-bid attendance list will be returned unopened.**
5. All bidders who desire to be present at the bid opening may wait in the 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 www.decaturil.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: **2021 Local Motor Fuel Tax Street Improvement Project**
City Project No.: **2021-25**
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.

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
<u>No. 1</u>	<u>2-11-2021</u>	<u>DMP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder expressly agrees to the following provisions:

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

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

SUBCONTRACTOR	TYPE OF WORK
1. <u>KINNEY CONTRACTORS</u>	<u>CONCRETE</u>
2. <u>BURDICK PLUMBING</u>	<u>UNDERGROUND UTILITIES</u>
3. <u>DZK</u>	<u>PAVEMENT MARKINGS</u>
4. <u>MARGENLO ENTERPRISES</u> (2ND TIER SUB TO BURDICK)	<u>TRUCKING & EXCAVATION</u>
5. <u>BRADLEY 2 DIVERSIFIED SERVICES</u> (2ND TIER SUB TO KINNEY)	<u>DEMO & EXCAVATION</u>

DATE 02-08, 2021(If an Individual)
Signature of Bidder

(SEAL)

Tax ID #:

37-0901663Business Address &
E-mail Address(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail AddressesNames of All Members of
Firm(If a Corporation)
Corporate NameDUNN COMPANY, A
DIVISION OF TYROLT, INC. (SEAL)

By:

David W. Tyrolt
DAVID W. TYROLT Vice-PresidentBusiness Address &
E-mail Addresses124 N. MERCER STREET
DECATUR, IL 62522

Names of Officers

david.tyrolt@dunnco.comDAVID W. TYROLT
PresidentROBERT E. DUNN
SecretaryDAVID M. PECK
Treasurer

Attest:

DAVID M. PECK
Asst. Secretary

DAVID M. PECK

**ADDENDUM NO. 1
BID PROPOSAL**

RETURN WITH BID

**CITY OF DECATUR, ILLINOIS
DEPARTMENT OF PUBLIC WORKS
for
2021 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT
CITY PROJECT 2021-25**

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
20800150	TRENCH BACKFILL	CU YD	14.00	<u>\$ 60.50</u>	<u>\$ 847.00</u>
30103000	SHAPING AND GRADING ROADWAY	SQ YD	4,623.33	<u>\$ 4.15</u>	<u>\$ 19,186.82</u>
35200300	PROCESSING SOIL-CEMENT BASE COURSE, 8 INCH	SQ YD	4,623.33	<u>\$ 7.35</u>	<u>\$ 33,981.48</u>
35200500	CEMENT	100 WT	3,428.66	<u>\$ 7.95</u>	<u>\$ 27,257.85</u>
35200600	EARTH EXCAVATION	CU YD	1,186.63	<u>\$ 17.35</u>	<u>\$ 20,588.03</u>
40600290	BITUMINOUS MATERIAL (TACK COAT)	POUND	10,272.16	<u>\$ 0.70</u>	<u>\$ 7,190.51</u>
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	SQ YD	239.21	<u>\$ 25.85</u>	<u>\$ 6,183.58</u>
40600990	TEMPORARY RAMP	SQ YD	11.00	<u>\$ 59.00</u>	<u>\$ 649.00</u>
40603080	HOT-MIX ASPHALT BINDER COURSE, IL- 19, N50	TON	647.27	<u>\$ 102.95</u>	<u>\$ 66,636.45</u>
40603310	HOT MIX ASPHALT SURFACE COURSE, MIX "C", N50	TON	2,454.95	<u>\$ 112.65</u>	<u>\$ 276,550.12</u>
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT 6 INCH	SQ FT	61.32	<u>\$ 101.20</u>	<u>\$ 6,205.58</u>
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	2,764.00	<u>\$ 15.40</u>	<u>\$ 42,565.60</u>
42400800	DETECTABLE WARNINGS	SQ FT	40.00	<u>\$ 40.15</u>	<u>\$ 1,606.00</u>
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	SQ YD	2,006.61	<u>\$ 8.25</u>	<u>\$ 16,554.53</u>
44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3 INCH	SQ YD	4,439.16	<u>\$ 5.35</u>	<u>\$ 23,749.51</u>
44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	185.76	<u>\$ 24.20</u>	<u>\$ 4,495.39</u>
44000600	SIDEWALK REMOVAL	SQ FT	2,582.50	<u>\$ 6.15</u>	<u>\$ 15,882.38</u>
44001700	COMBINATION CONCRETE CURB AND GUTTER REMOVE AND REPLACE	FOOT	1,786.00	<u>\$ 70.95</u>	<u>\$ 126,716.70</u>
44200970	CLASS B PATCHES, TYPE II, 10 INCH	SQ YD	10.70	<u>\$ 198.00</u>	<u>\$ 2,118.60</u>

**ADDENDUM NO. 1
BID PROPOSAL**

RETURN WITH BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
44200974	CLASS B PATCHES, TYPE III, 10 INCH	SQ YD	40.00	\$ 196.90	\$ 7,876.00
44200976	CLASS B PATCHES, TYPE IV, 10 INCH	SQ YD	26.90	\$ 195.80	\$ 5,267.02
44201297	DOWEL BARS, 1 INCH	EACH	47.00	\$ 22.00	\$ 1,034.00
44201705	CLASS D PATCHES. TYPE II, 5 INCH	SQ YD	49.30	\$ 82.45	\$ 4,064.79
44201709	CLASS D PATCHES. TYPE III, 5 INCH	SQ YD	130.00	\$ 74.05	\$ 9,626.50
44201711	CLASS D PATCHES. TYPE IV, 5 INCH	SQ YD	1,839.40	\$ 69.50	\$ 127,838.30
44213200	SAWCUTS	FOOT	321.00	\$ 8.80	\$ 2,824.80
44213208	TIE BARS, 1 1/4 INCH	EACH	47.00	\$ 16.50	\$ 775.50
60250300	CATCH BASIN TO BE ADJUSTED (SPECIAL)	EACH	1.00	\$ 4,180.00	\$ 4,180.00
60255500	MANHOLES TO BE ADJUSTED	EACH	2.00	\$ 605.00	\$ 1,210.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	EACH	12.00	\$ 3,300.00	\$ 39,600.00
60300105	FRAME AND GRATES TO BE ADJUSTED	EACH	2.00	\$ 935.00	\$ 1,870.00
60300405	VALVE BOX FRAMES TO BE ADJUSTED	EACH	2.00	\$ 385.00	\$ 770.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	EACH	12.00	\$ 3,080.00	\$ 36,960.00
78000100	THERMOPLASTIC PAVEMENT MARKING, LETTERS/SYMBOLS	SQ FT	15.60	\$ 15.95	\$ 248.82
78000400	THERMOPLASTIC PAVEMENT MARKING, 6 INCH	FOOT	8,086.00	\$ 3.30	\$ 26,683.80
X0327678	EXPLORATORY EXCAVATION	EACH	7.00	\$ 550.00	\$ 3,850.00
X3510140	AGGRAGATE BASE COURSE, SPECIAL	TON	789.82	\$ 38.05	\$ 30,052.65
X5620002	3/4" COPPER WATER SERVICE, OPEN CUT	FOOT	383.00	\$ 63.80	\$ 24,435.40
X5620010	DISCONNECT WATER SERVICE	EACH	1.00	\$ 1,760.00	\$ 1,760.00
X5650001	CURB STOP AND BOX REMOVE AND REPLACE	EACH	7.00	\$ 1,980.00	\$ 13,860.00
X5650002	CORPORATION STOP REPLACE	EACH	1.00	\$ 1,760.00	\$ 1,760.00

ADDENDUM NO. 1
BID PROPOSAL

RETURN WITH BID

<u>WORK ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	LSUM	1.00	\$75,000.00	\$75,000.00

TOTAL BID \$1,120,512.71

TOTAL BID IN WORDS:

ONE MILLION ONE HUNDRED TWENTY THOUSAND, FIVE HUNDRED-
TWELVE DOLLARS AND 71/100



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

RETURN WITH BID

Minority Business Enterprise (MBE) Utilization Statement

Date:	02-17-2021	Project Title:	2021 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
Total Contract Value:	\$1,120,512.71	Project Number:	2021-25

Section I: Prime Contractor Information

Prime Contractor: DUNN COMPANY, A DIVISION OF TYROLT, INC.
Address: 1724 N. MERCER STREET
DECATUR, IL 62522
Phone: (217) 429-4444
Contact Person: DAVID W. TYROLT
Email: david.tyrolt@dunmco.com

Section II: Selected Subcontractors

Subcontractor Name	MBE or Non-MBE	Amount	% of Total Contract	Scope of Work
BURDICK PLUMBING & HEATING, INC.	NON-MBE	\$94,184.00	8.41%	UNDERGROUND UTILITIES
SMODDIES TRUCKING, INC.	MBE	\$5100.00	0.46%	TRUCKING
JAMES COX TRUCKING, INC.	MBE	\$5100.00	0.46%	TRUCKING
D2K TRAFFIC SAFETY, INC.	MBE	\$24,079.90	2.15%	PAVEMENT MARKINGS
KINNEY CONTRACTORS	NON-MBE	\$154,076.61	13.75%	CONCRETE
MARENCO ENTERPRISES (2ND TIER SUB TO BURDICK)	MBE	\$25,000.00	2.24%	EXCAVATING & TRUCKING
RAMIREZ DIVERSIFIED SERVICES (2ND TIER SUB TO KINNEY)	MBE	\$43,553.75	3.89%	EXCAVATION
Totals		\$351,094.26	31.36%	

• 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
MARENLO ENTERPRISES	TRUCKING	WAS NOT LOWEST RESPONSIBLE QUOTATION
THORNTON RAVE CON., INC.	CONCRETE	WAS NOT LOWEST RESPONSIBLE QUOTATION
ALL AREA CONSTRUCTION SERVICES	CONCRETE	WAS NOT LOWEST RESPONSIBLE QUOTATION.

• 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
* PLEASE SEE REQUESTS	ATTACHED MINORITY OUTREACH FOR QUOTATION	DOCUMENTATION.

• 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.

David W. Tybolt
Signature of Prime Contractor

02-08-2021
Date

DAVID W. TYBOLT, PRESIDENT



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:	02-17-2021	Project Title:	2021 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
		Project Number:	2021-25

Prime Contractor: DUNN COMPANY, A DIVISION OF TYROLT, INC.
Address: 724 N. MEDLER STREET
Decatur, IL 62522
Phone: (217) 429-4444
Contact Person: DAVID W. TYROLT
Email: david.tyrolt@dunnco.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) PLEASE SEE ATTACHED LETTER.
☐	I meet or exceed the 10% goal for the use of MBEs (detail is provided on the MBE Utilization Statement)

David W. Tyrolt

Signature of Prime Contractor

02-17-2021

Date

DAVID W. TYROLT, PRESIDENT

☐ 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

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

RETURN WITH BID FOR EACH MBE
SUBCONTRACTOR OR SUPPLIER

Minority Business Enterprise (MBE) Information Form

Date:	X 2/16/21	Project Title:	2021 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
Total Contract Value:	\$1,120,512.71	Project Number:	CITY PROJECT 2021-25

Section I: Minority Business Enterprise (MBE) Information

Name: X MARK LONG - D2K TRAFFIC SAFETY, INC.

Address: X 1505 FRONTENAC RD.
X NAPERVILLE, IL 60563

Phone: X (630) 416-9700

Contact Person: X DAN GURION

Email: X DGURION@D2KTRAFFIC.COM

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
ITEMS 78000100 + 78000400	\$24,079.90	2.15%

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
<i>David W. Tyrolt</i>	DAVID W. TYROLT
Title	Date
PRESIDENT	02-18-2021

Minority Business Enterprise Signature	Print
X <i>[Signature]</i> DBE	X 2-16-21
PRESIDENT Title	Date
X	X



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:	x Feb 9, 2021	Project Title:	2021 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
Total Contract Value:	\$ 1,120,512.71	Project Number:	CITY PROJECT 2021-25

Section I: Minority Business Enterprise (MBE) Information

Name: x Ramirez Diversified Services LLC **2ND TIER SUB TO KINNEY**

Address: x 3 Sugar Ln Collinsville, IL 62234

Phone: x (618) 416-5085

Contact Person: x Talley, Samuel

Email: x SamTalley@Ramirezdiversified.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
44600200 Drive Way Pavement Removal	\$ 3,390.12	3.89 %
44600600 Sidewalk Removal	\$ 11,233.88	
44601700 Comb. Concrete Curb and Gutter Removal (Removal Only)	\$ 28,929.75	
Excludes Sawing and Traffic Control		
Total	\$ 43,553.75	

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
<i>David N. Tyrolt</i>	DAVID N. TYROLT
Title	Date
PRESIDENT	02-18-2021

Minority Business Enterprise Signature	Print
x <i>Richard Ramirez</i>	x Ramirez, Richard
Title	Date
x Resident	x 2/11/2021



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

RETURN WITH BID FOR EACH
MBE SUBCONTRACTOR

MBE Subcontractor Information Form

Date:	02-18-2021	Project Title:	2021 LMFT STREET IMPROV.
Total Contract Value:	\$1,120,512.71	Project Number:	2021-25

Section I: MBE Subcontractor Information

Subcontractor: Marengo Enterprises LLC (2ND TIER SUB TO BURRICK)

Address: 3490 Lehigh RD
Clinton IL 61727

Phone: 217 963-2484

Contact Person: MIRNA E. WILLOUGHBY

Email: MIRNA@MARENGOENT.COM

Section II: Estimated Work

Description of Scope of Work Agreed Upon	Estimated Amount	Estimated % of Total Contract
EXCAVATING, EQUIPMENT, & TRUCKING	\$25,000.00	2.24%

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

The undersigned certifies that the information included herein is true and correct and the subcontractor has agreed to perform the scope of work described. The undersigned further certifies that this form is not a Contract between the City, Prime Contractor or Subcontractor.

Prime Contractor Signature	Print
<u>David W. Tyrolt</u>	<u>DAVID W. TYROLT</u>
Title	Date
<u>PRESIDENT</u>	<u>02-18-2021</u>

Subcontractor Signature	Print
<u>X Mirna E. Willoughby</u>	<u>X Mirna E. Willoughby</u>
Title	Date
<u>X Sole member</u>	<u>X 2-13-21</u>



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:	X 02-16-2021	Project Title:	2021 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
Total Contract Value:	\$ 1,120,512.71	Project Number:	CITY PROJECT 2021-25

Section I: Minority Business Enterprise (MBE) Information

Name:	X JAMES COX TRUCKING, INC
Address:	X PO BOX 462
	X CERRO GORDO, IL 61818
Phone:	X 217-855-3155
Contact Person:	X JAMES COX
Email:	X jc Trucking inc 2014@gmail.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
TRUCKING - SUPPLY 60 HOURS	\$5,100.00	0.46%

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
David W. Tybolt	DAVID W. TYBOLT
Title	Date
PRESIDENT	02-18-2021

Minority Business Enterprise Signature	Print
X [Signature]	X JAMES COX
Title	Date
OWNER	02-16-2021



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:	x 2/7/21	Project Title:	2021 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT
Total Contract Value:	\$1,120,512.71	Project Number:	CITY PROJECT 2021-25

Section I: Minority Business Enterprise (MBE) Information

Name: x Armas Washington - SMOODIES TRUCKING, INC.

Address: x 849 E Decatur Decatur IL 62521

Phone: x 217 521 4486

Contact Person: x Armas Washington

Email: x ArmasWashington@gmail.com

Section II: Description of Services or Materials to be Provided

Description of Scope of Services Agreed Upon	Estimated Amount	Estimated % of Total Contract
TRUCKING SUPPLY 60 HOURS	\$5,100.00	0.46%

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
<i>David W. Tyholt</i>	DAVID W. TYHOLT
Title	Date
PRESIDENT	02-18-2021

Minority Business Enterprise Signature	Print
x Smoodie's trucking Armas Washington	Armas Washington
Title	Date
x Owner operator	x 2/7/21



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: _____

N/A

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 91 of 167

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF ILLINOIS

COUNTY OF MAZON

DAVID W. TYROLT, being first duly sworn, deposes and says that they are PRESIDENT (sole owner, partner, president, secretary, etc.) of DUNN COMPANY, A DIVISION OF TYROLT, 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:

David W. Tyrolt
DAVID W. TYROLT, Title PRESIDENT

Subscribed and sworn to before me this 8th day of February, 2021.

(SEAL)



Tiffany C. Crow
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.

2021 Local Motor Fuel Tax
Street Improvement Project
City Project 2021-25
February 11, 2021

ADDENDUM NO. 1

**TO PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS FOR:
2021 LOCAL MOTOR FUEL TAX
STREET IMPROVEMENT PROJECT
CITY PROJECT 2021-25
DATED FEBRUARY 11, 2021**

AD-1-1 NOTICE

- 1.01 This Addendum No. 1 dated February 11, 2021, to the Plans, Specifications and Contract Documents for the above captioned project, supersedes all contrary and conflicting information of the above mentioned bid proposal documents, which are hereby supplemented in certain particulars as follows:

AD-1-2 BID PROPOSAL

- 2.01 Insert the attached pre-bid meeting sign-in sheet and meeting minutes from the Pre-Bid Meeting on February 3, 2021.
- 2.02 Pages 18-20 from the Bid Proposal shall be ~~removed~~ and **replaced** with the attached pages. These reflect changes to quantities.

AD-1-3 SPECIAL PROVISIONS AND STANDARD SPECIFICATIONS

- 3.01 Pages 61-64 from the Special Provisions shall be ~~removed~~ and **replaced** with the attached pages. These reflect the addition of SP-10, Catch Basin to be Adjusted.

AD-1-4 DESIGNS, DETAILS, AND STANDARD DRAWINGS

- 4.01 Sheets 2, 3, 4, 5, 9, 10, 15, 16, 17, 20, 23, and 32 from the Designs, Details, and Standard Drawings shall be ~~removed~~ and **replaced** with the attached sheets. Sheet 33 shall be ~~removed~~. These reflect changes to quantities on Nelson Blvd, as well as the addition of a catch basin adjust on Prairie St.
- 4.02 **Add** City of Decatur Standard 3044 to the Standard Drawings.

Please make the proper acknowledgment of **addenda #1** on page 16 of your bidding documents.

END OF ADDENDUM NO. 1

City Engineer:  Date: 2/11/2021

CITY OF DECATUR
SPECIAL PROVISIONS

SP-8 CONTAMINANT CONTROL AND INLET PROTECTION

Description: Care should be used to help minimize any sediment or other fine materials leaving the job site. Any open inlet or catch basin shall be protected from sediment infiltration using the standards outlined in the Illinois Urban Manual for INLET PROTECTION or by using an equivalent approved by the Engineer. Inlets shall be protected before any sawing, excavation, or pavement removal commences. Concrete shall be washed out in an approved lined container that complies with the Illinois Urban Manual standards.

Basis of Payment: Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

SP-9 CLASS D PATCHES

Description: Except as directed by the Engineer, Class D patches marked in bold on the Class D patch schedule in the design plans, must be completed after all other work items are completed.

Basis of Payment: All labor and materials necessary to satisfy this special provision will be paid for at the contract unit price per SQUARE YARD for CLASS D PATCHES of the depth specified.

SP-10 CATCH BASIN TO BE ADJUSTED (SPECIAL)

Description: This work consists of lowering the rim elevation of the subject catch basin at least 6 inches, and replacing the casting with a City of Decatur Standard Grate Type 8, Special #1. This work also consists of grading the surrounding area to drain towards the catch basin in between the two driveways in such a manner as to achieve a smooth gradual slope to the new catch basin elevation. Restoration and seeding the surrounding area to follow SP-7.

Basis of Payment: All labor and materials necessary to satisfy this special provision will be paid for at the contract unit price per EACH for CATCH BASIN TO BE ADJUSTED (SPECIAL).

SP-11 UTILITIES TO BE ADJUSTED

Description: This work will consist of adjusting manholes and valve boxes in accordance with Sections 602 and 603 of the Standard Specifications and as modified herein. All utility adjustments excluding ones on streets receiving soil cement treatment will be completed after the paving work has been completed.

Removal: The pavement shall be cut and removed to minimum distance of 12" from around the outside vertical edge of the casting in a circular fashion centered on the casting. The minimum depth of the concrete collar will be 12". Additional backfill if needed will be compacted CA-6 or a Controlled Low-Strength Material according to Section 1019 of the Standard Specifications. For valve box adjustments, the concrete collar shall sit on a 12" shelf of undisturbed subbase.

CITY OF DECATUR
SPECIAL PROVISIONS

SP-11 UTILITIES TO BE ADJUSTED (CONTINUED)

Adjustment: A casting spacer will be cut to the exact profile of the road in all directions such that when the manhole rim and cover are resting on top of the spacer, the top of the casting will be no more than ¼" below flush. The spacer shall be Vylon pipe or an approved equivalent. Using an approved sealant, the spacer shall be sealed to the concrete manhole and to the casting and adjusted to assure proper alignment. Concrete shall be placed in accordance with the standard specifications.

Basis of Payment: All labor and materials necessary to complete this work will be included in the contract unit price per EACH for MANHOLES TO BE ADJUSTED or MANHOLES TO BE ADJUSTED WITH NEW FRAME AND GRATE or LID of the type specified, or VALVE BOXES TO BE ADJUSTED, or VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES.

SP-12 SCHEDULE OF WORK

Description: The General Contractor and All Sub-Contractors shall furnish in writing, or electronic form, a weekly schedule by 12:00 P.M., Thursday, prior to the week being scheduled, so all media, safety services and other City of Decatur Divisions can be notified. All work shall be approved by the Engineer.

Basis of Payment: Cost of the work will not be paid for separately but shall be considered as included with the various work items involved.

SP-13 ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK

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

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

SP-14 SIDEWALKS, CURBS, AND CURB RAMPS

Description: All sidewalks, and curb ramps must be replaced and open to pedestrian traffic within 7 calendar days of removal.

Basis of Payment: This work will not be paid for separately but shall be considered as included with the various work items involved.

CITY OF DECATUR
SPECIAL PROVISIONS

SP-15 CONTRACTOR PAYMENTS

Progress payments to the Contractor shall be made not more than monthly. Payment will be made to the Contractor within 45 days of approval by the Engineer.

SP-16 AGGREGATE BASE COURSE (SPECIAL)

Description: Recycled aggregate base course CA-6 or recycled HMA may be placed as needed for base course and additional material for soil cement base course. This work shall be performed under Article 104.02 and 109.04 of IDOT specifications as directed by the engineer. Prior to placement, an IDOT Materials Inspection Approval Letter must be submitted to the Engineer.

Basis of Payment: All labor and materials necessary to complete this work will be paid for at the contract unit price per TON for AGGREGATE BASE COURSE, SPECIAL.

SP-17 TRENCH BACKFILL IN THE ROAD

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

Trench backfill will be provided in accordance with City Standards where indicated and as directed by the Engineer. Material may be virgin or recycled rock, or recycled HMA with a CA-6 gradation.

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

Basis of Payment: All labor and materials necessary to comply with this special provision will be paid for at the contract unit price per CUBIC YARD for TRENCH BACKFILL.

CITY OF DECATUR
SPECIAL PROVISIONS

SP-18 WATER SERVICE CONNECTIONS

Description: This work will consist of replacing water services and curb stop with box per the specifications, drawings, Illinois Plumbing Code and City of Decatur Construction Standards (#4040) from the existing corporation stop and connecting to the meter in the house. The new water service lines will be 3/4 inch in diameter, unless matching service is different, and shall connect to the existing water service and corporation stop. The contractor shall coordinate relocation of the service with the property owner for a minimal disruption of service. **The work on private property shall only be completed after the release and easement is signed by the property owner and approved by the Engineer.** If the approvals are not provided, the contractor shall connect to the existing service at the curb stop.

The contractor shall coordinate the replacement of the service with the property owner for a minimal disruption of service in either a full or partial service line replacement. If the corporation stop, as determined by the Engineer, is not in a reusable condition, it shall be replaced.

3/4" Copper Water Service, Open Cut: For each location, the Contractor must verify the location and condition of the service by digging between the back of curb and sidewalk. If the water service is already made of copper, it will not need to be replaced. When the copper service line is open cut it shall be bedded and covered with 4" of sand to protect the line from being damaged by

backfill. The curb stop and box will need to be removed and replaced. Cost shall include all materials to connect to the existing corporation cock and existing water meter, including: excavation, backfill, disposal of surplus materials, ground restoration not covered for payment by Special Provision 18. In a few cases, the corporation cock may have to be replaced, as determined by the Engineer.

Disconnect Water Service: If needed, the water service will need to be dug up at the water main and disconnected and capped at the corporation cock.

Basis of Payment: All labor and materials necessary to install the water service line, and to fulfill the requirements in the Specifications for Private Water Service, will be paid for at the contract unit price per FOOT for 3/4" COPPER WATER SERVICE, OPEN CUT. The removal and replacement of the curb stop and box will be paid for at the contract unit price per EACH for CURB STOP AND BOX REMOVE AND REPLACE. If needed, the replacement of the corporation cock will be paid for at the contract unit price per EACH for CORPORATION STOP REPLACE. If needed, the disconnecting of the water service will be paid for at the contract unit price per EACH for DISCONNECT WATER SERVICE. Exploratory digging will be paid as part of the associated pay items involved in replacing the water service. If it's found the water service will not be replaced, the exploratory digging will be paid for at the contract unit price per EACH for EXPLORATORY EXCAVATION.

**END
CITY OF DECATUR
SPECIAL PROVISIONS**

**City of Decatur, Illinois | Department of Public Works
CP 21-25 Local MFT | Annual Street Improvements
Index of Sheets**

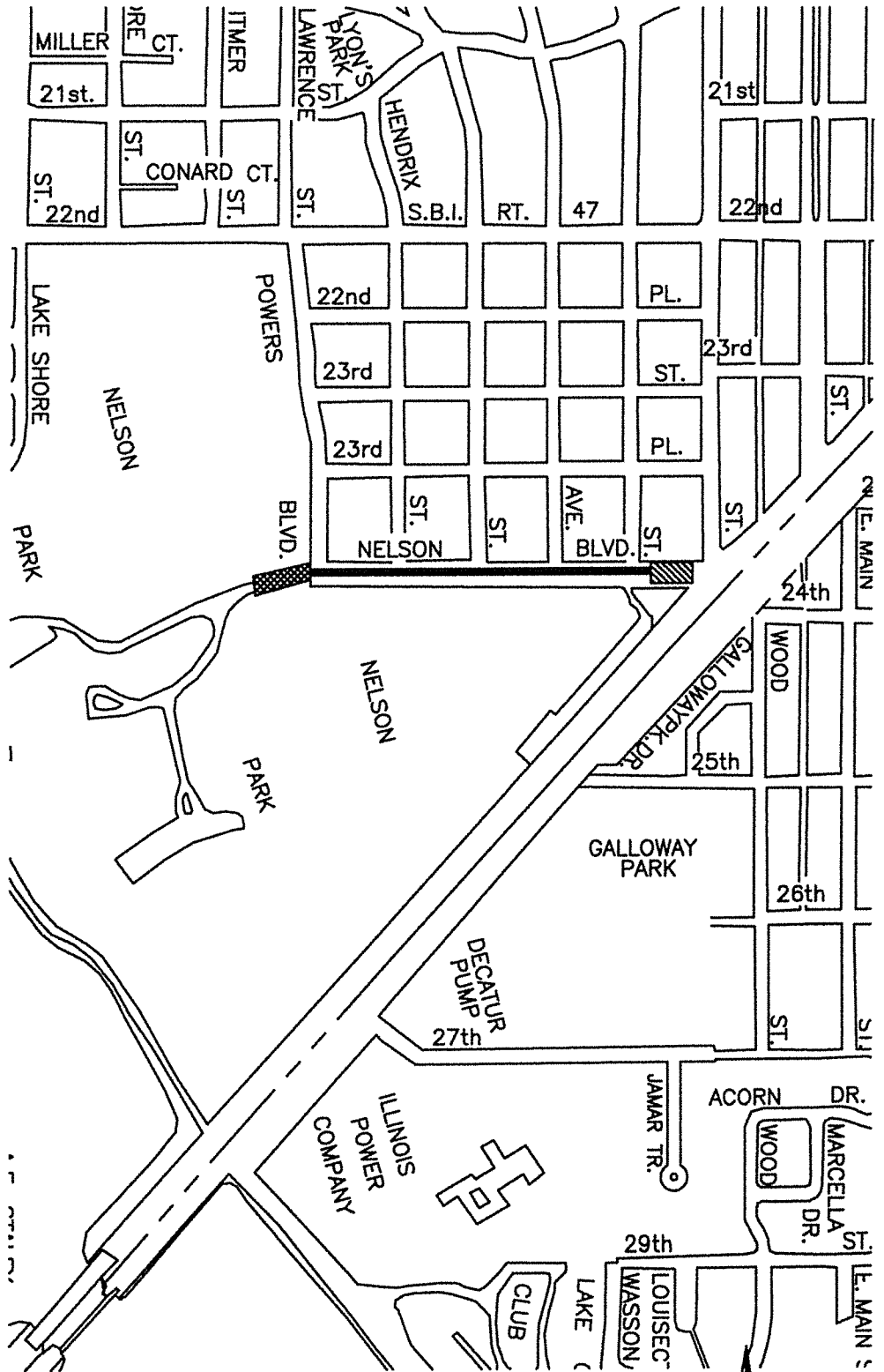
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City of Decatur, Illinois | Department of Public Works
 CP 2021-25 Local MFT | Annual Street Improvement
 Project Locations

Street	From	To	Length (Ft)	Design Mix
S. NELSON BLVD	Sta 197+57	POWERS BLVD	243	Mill And Overlay with "C" Mix
S. NELSON BLVD	POWERS BLVD	Sta 213+87	1387	Reconstruction with Soil Cement Stabilization
S. NELSON BLVD	Sta 213+87	WOOD ST/RTE. 36	47	Mill And Overlay with "C" Mix
N. 33rd ST.	LAKE SHORE DR.	E. WILLIAM STREET RD.	2160	Class D Patches And Overlay with "C" Mix
E. ELDORADO ST.	33rd ST.	LAKE SHORE DR.	895	Class D Patches And Overlay with "C" Mix
E. PRAIRIE ST.	END OF STREET	LAKE SHORE DR.	949	Class D Patches And Overlay with "C" Mix
COUNTRY TRAIL	END OF STREET	McKINLEY AVE.	400	Mill And Overlay with "C" Mix
E. MARIETTA ST.	N. WATER ST.	PCC PAVEMENT	160	Mill And Overlay with "C" Mix
E. MARIETTA ST.	WARREN AVE.	MLK JR DR.	640	Class B Patches, Mill And Overlay with "C" Mix
E. ORCHARD ST.	N. WATER ST.	PCC PAVEMENT	280	Mill And Overlay with "C" Mix

City of Decatur, Illinois | Department of Public Works
CP 2021-25 Local MFT | Annual Street Improvement
SUMMARY OF QUANTITIES

Item No	Item	Quantity	Unit
Bid Items			
20800150	TRENCH BACKFILL	14.00	CU YD
30103000	SHAPING AND GRADING ROADWAY	4,623.33	SQ YD
35200300	PROCESSING SOIL-CEMENT BASE COURSE, 8 INCH	4,623.33	SQ YD
35200500	CEMENT	3,428.66	100 WT
35200600	EARTH EXCAVATION	1,186.63	CU YD
40600290	BITUMINOUS MATERIAL (TACK COAT)	10,272.16	POUND
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	239.21	SQ YD
40600990	TEMPORARY RAMP	11.00	SQ YD
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19, N50	647.27	TON
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	2,454.95	TON
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY 6 INCH	61.32	SQ YD
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	2,764.00	SQ FT
42400800	DETECTABLE WARNINGS	40.00	SQ FT
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	2,006.61	SQ YD
44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3 INCH	4,439.16	SQ YD
44000200	DRIVEWAY PAVEMENT REMOVAL	185.76	SQ YD
44000600	SIDEWALK REMOVAL	2,582.50	SQ FT
44001700	COMB CONCRETE CURB AND GUTTER REM AND REPL	1,786.00	FOOT
44200970	CLASS B PATCHES, TYPE II, 10 INCH	10.70	SQ YD
44200974	CLASS B PATCHES, TYPE III, 10 INCH	40.00	SQ YD
44200976	CLASS B PATCHES, TYPE IV, 10 INCH	26.90	SQ YD
44201297	DOWEL BARS, 1 INCH	47.00	EACH
44201705	CLASS D PATCHES, TYPE II, 5 INCH	49.30	SQ YD
44201709	CLASS D PATCHES, TYPE III, 5 INCH	130.00	SQ YD
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	1,839.40	SQ YD
44213200	SAWCUTS	321.00	FOOT
44213208	TIE BARS, 1 1/4 NCH	47.00	EACH
60250300	CATCH BASIN TO BE ADJUSTED (SPECIAL)	1.00	EACH
60255500	MANHOLES TO BE ADJUSTED	2.00	EACH
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CL LID	12.00	EACH
60300105	FRAME AND GRATES TO BE ADJUSTED	2.00	EACH
60300405	VALVE BOX FRAMES TO BE ADJUSTED	2.00	EACH
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	12.00	EACH
78000100	THERMOPLASTIC MARKING, LETTERS AND SYMBOLS	15.60	SQ FT
78000400	THERMOPLASTIC PAVEMENT MARKING, 6 INCH	8,086.00	FOOT
X0327678	EXPLORATORY EXCAVATION	7.00	EACH
X3510140	AGGREGATE BASE COURSE, SPECIAL	789.82	TON
X5620002	3/4" COPPER SERVICE, OPEN CUT	383.00	FOOT
X5620010	DISCONNECT WATER SERVICE	1.00	EACH
X5650001	CURB STOP AND BOX REMOVE AND REPLACE	7.00	EACH
X5650002	CORPORATION STOP REPLACE	1.00	EACH
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DED & EXTRA WORK	1.00	LSUM



LEGEND

S. NELSON BLVD

**FULL DEPTH REMOVAL, SOIL CEMENT RECONSTRUCTION
WITH HMA BINDER & SURFACE HMA MIX C N50**



1.5" MILL & OVERLAY WITH SURFACE HMA MIX C M50



3" MILL & OVERLAY WITH SURFACE HMA MIX C M50

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF ENGINEERING AND INFRASTRUCTURE
CP 21-25 LOCAL MFT | ANNUAL STREET IMPROVEMENT
SCHEDULE OF QUANTITIES

35200600 EARTH EXCAVATION

Station	Area (SF)	Average Area (SF)	Distance	Cubic Yard
200+00	19.88667			
		23.3133333	100	86.35
201+00	26.74			
		26.51	100	98.19
202+00	26.28			
		23	100	85.19
203+00	19.72			
		24.935	100	92.35
204+00	30.15			
		24.705	100	91.50
205+00	19.26			
		18.74	100	69.41
206+00	18.22			
		22.765	100	84.31
207+00	27.31			
		27.075	100	100.28
208+00	26.84			
		22.6433333	100	83.86
209+00	18.44667			
		20.9633333	100	77.64
210+00	23.48			
		24.215	100	89.69
211+00	24.95			
		22.1833333	100	82.16
212+00	19.41667			
		20.7583333	100	76.88
213+00	22.1			
		21.36	87	68.83
213+87	20.62			
TOTAL				1186.63

X3510140 AGGREGATE BASE COURSE

Location	From	To	Quantity (Tons)
S. Nelson Blvd	Sta 197+57	Sta 213+86	789.82
Base Bid Totals			789.82

**City of Decatur, Illinois | Department of Public Works
CP 2021-25 Local MFT | Annual Street Improvement
Paving Schedule**

35200300 Processing Soil-Cement Base Course, 8 Inch
40600290 Bituminous Materials (Tack Coat)
40600982 HMA Surface Removal, Butt Joint
40603080 HMA Binder Course, IL-19, N50
40603310 HMA Surface Course, Mix "C" N50
44000155 HMA Surface Removal, 1 1/2 Inch
44000161 HMA Surface Removal, 3 Inch

Location/Station	Processing Soil Cement Base Course, 8 Inch (35200300) Square Yard	Bituminous Material (Tack Coat) (40600290) Pound	HMA Surface Removal, Butt Joint (40600982) Square Yard	HMA Binder Course, IL-19, N50 (40603080) Ton	HMA Surface Course, Mix "C", N50 (40603310) Ton	HMA Surface Removal, 1 1/2 Inch (44000155) Square Yard	HMA Surface Removal, 3 Inch (44000161) Square Yard
Nelson Blvd.							
Sta. 197+57 to 200+00		364.50	13.33		136.08		810.00
Sta 200+00 to 213+87	4623.33	2080.50	13.33	647.27	388.36		
213+87 to 214+34		66.97	6.33		12.50	148.83	
Nelson Blvd. Totals	4623.33	2511.97	32.99	647.27	536.94	148.83	810.00
N. 33rd St.							
Lake Shore Dr to William St Rd		2914.00	46.22		634.60		
33rd St. Totals		2914.00	46.22		634.60		
E. Eldorado St.							
33rd St to Lake Shore Dr		906.38	52.00		197.39		
Eldorado St. Totals		906.38	52.00		197.39		
E. Prairie St.							
End of Street to 35th St		1470.69	20.44		320.28		
Prairie St. Totals		1470.69	20.44		320.28		
E. Marietta St.							
Water St to PCC Pavement		229.00	24.89		85.49		508.89
Warren Ave to MLK Jr Dr		1007.12	26.67		375.99		2238.05
Marietta St. Totals		1236.12	51.56		461.48		2746.94
E. Orchard St							
Water St to PCC Pavement		397.00	24.89		148.21		882.22
Orchard St. Totals		397.00	24.89		148.21		882.22
Country Trail							
End of St to McKinley Ave		836.00	11.11		156.05	1857.78	
Country Trail Totals		836.00	11.11		156.05	1857.78	
Totals	4623.33	10272.16	239.21	647.27	2454.95	2006.61	4439.16

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 21-25 LOCAL MFT | ANNUAL STREET IMPROVEMENT
SCHEDULE OF QUANTITIES

44001700 COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

BLOCK / STATION	LOCATION	RT OR LT	TYPE	LENGTH (FOOT)	SUB- TOTAL	REMARKS
S. Nelson Blvd						
	Sta 200+25	RT	B	10		East Side
	Sta 201+04	RT	B	36		East Side
	Sta 201+67	LT	B	8		West Side
	Sta 201+83	RT	B	7		East Side
	Sta 203+52	RT	B	231		East Side
	Sta 204+26	LT	B	7		West Side
	Sta 205+23	LT	B	58		West Side
	Sta 211+47	RT	B	33		East Side
					390.0	
E. Marietta St						
	Sta 40+97	RT	B	25		South Side
	Sta 41+50	LT	B	5		Alley, North side
	Sta 41+70	LT	B	10		Alley, North side
					40.0	
E. Marietta St						
	Sta 50+00	LT	B	30		NW ADA Ramp
	Sta 50+30	LT	B	600		North Side
	Sta 50+38	LT	B	17		NE ADA Ramp
	Sta 50+38	RT	B	600		South Side
					1247.0	
E. Orchard St						
	Sta 61+57	LT	B	23		North Side
					23.0	
Country Trail						
	Sta 41+23	LT	M	33		West Side
	Sta 44+03	RT	M	34		East Side
	Sta 45+28	LT	M	11		ADA Ramp
	Sta 45+28	RT	M	8		ADA Ramp
					86.0	
TOTALS					1786.0	

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 21-25 LOCAL MFT | ANNUAL STREET IMPROVEMENT
SCHEDULE OF UTILITIES

60255500 MANHOLES TO BE ADJUSTED

60255800 MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID

60300105 FRAMES AND GRATES TO BE ADJUSTED

60300410 VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES

LOCATION BY ADDRESS OR STATION	RT or LT	60250300 CATCH BASIN TO BE ADJUSTED (SPECIAL)	60255500 MANHOLE TO BE ADJUSTED (EACH)	60255800 MANHOLE TO BE ADJ WITH NEW TYPE 1 FRAME, CLOSED LID (EACH)	60300105 FRAMES AND GRATES TO BE ADJUSTED (EACH)	60300405 VALVE BOX FRAMES TO BE ADJUSTED (EACH)	60300410 VALVE BOX FRAMES ADJ W/ NEW FRAMES (EACH)
S. Nelson Blvd							
Sta 200+25	LT						1
Sta 203+25	LT						1
Sta 203+59	LT			1			
Sta 206+08	LT			1			
Sta 209+09	LT			1			
Sta 212+10	LT			1			
N. 33rd St.							
Sta 130+03	LT						1
Sta 130+03	RT						1
Sta 130+20	RT						1
Sta 133+72	RT			1			
Sta 138+39	RT			1			
Sta 138+68	RT						1
Sta 138+70	LT						1
Sta 138+71	LT						1
Sta 138+73	LT						1
Sta 140+90	RT			1			
Sta 142+00	RT			1			
E. Eldorado St.							
Sta 81+46	RT			1			
E. Prairie St.							
Sta 66+18	RT			1			
Sta 66+26	LT			1			
Sta 66+28	RT	1					
Sta 69+60	LT						1
Sta 69+72	RT			1			

CITY OF DECATUR, ILLINOIS | DEPARTMENT OF PUBLIC WORKS
CP 21-25 LOCAL MFT | ANNUAL STREET IMPROVEMENT
SCHEDULE OF UTILITIES

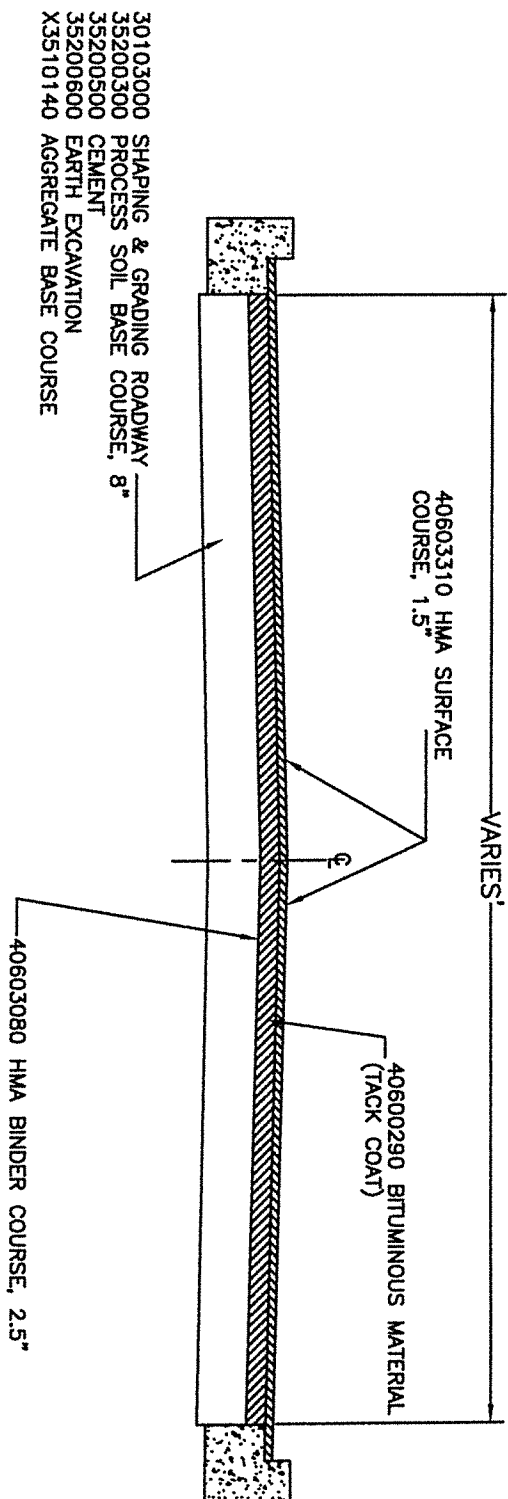
60255500 MANHOLES TO BE ADJUSTED

60255800 MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID

60300105 FRAMES AND GRATES TO BE ADJUSTED

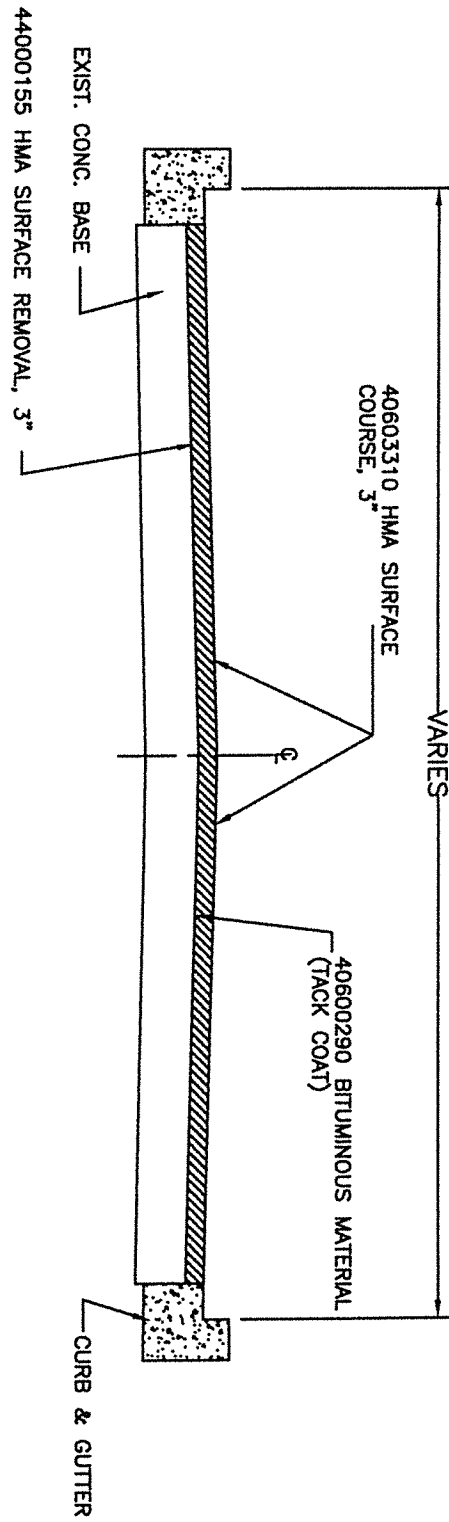
60300410 VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES

LOCATION BY ADDRESS OR STATION	RT or LT	60250300 CATCH BASIN TO BE ADJUSTED (SPECIAL)	60255500 MANHOLE TO BE ADJUSTED (EACH)	60255800 MANHOLE TO BE ADJ WITH NEW TYPE 1 FRAME, CLOSED LID (EACH)	60300150 FRAMES AND GRATES TO BE ADJUSTED (EACH)	60300405 VALVE BOX FRAMES TO BE ADJUSTED (EACH)	60300410 VALVE BOX FRAMES ADJ W/ NEW FRAMES (EACH)
E. Marietta St.							
Sta 50+07	LT				1		
Sta 50+31	LT		1				
Sta 50+40	RT				1		
Sta 53+52	CTR		1				
Country Trail							
Sta 41+41	LT					1	
Sta 41+73	LT					1	
Baker Ln 2490							2
TOTALS		1	2	12	2	2	12



STREET	FROM	TO	LENGTH (FT)	WIDTH (FT)	RETURNS (SY)	AREA (SY)
S. Nelson Blvd.	Powers Blvd Sta 200+00	Sta 213+87	1,387.00	30.00	0.00	4,632.33

CP2021-25 PROPOSED TYPICAL CROSS SECTION SOIL CEMENT BASE, OVERLAY W/HMA BINDER & SURFACE HMA TYPE C N50

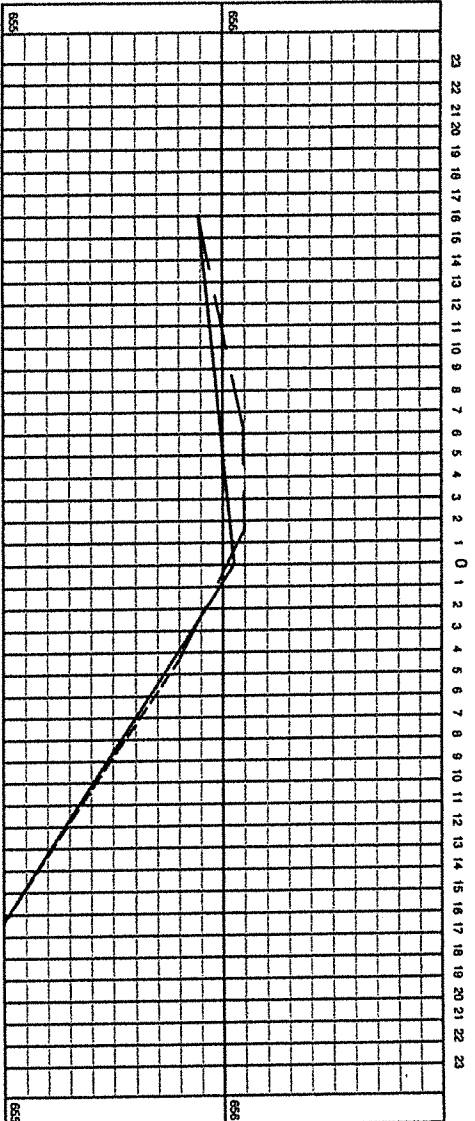


STREET	FROM	TO	LENGTH (FT)	WIDTH (FT)	RETURNS (SY)	AREA (SY)
E. Marietta St	Water St (Sta 40+15)	PCC Pavement (Sta 41+74)	159.00	28.00	11.11	505.78
E. Marietta St	Warren St (Sta 50+00)	MLK JR Dr (Sta 56+40)	640.00	30.00	104.72	2,238.05
E. Orchard St	Water St (Sta 60+15)	PCC Pavement (Sta 62+88)	273.00	28.00	11.11	860.44
S. Nelson Blvd.	Sta 197+57	Powerd Blvd Sta 200+00	243.00	30.00	0.00	810.00

CP2021-25 PROPOSED TYPICAL CROSS SECTION
MILL & OVERLAY WITH HMA TYPE C N50

PROPOSED SURF.

EXISTING SURF.



Sta 200+00

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1. THE CAST GRATE MAY BE MADE OF EITHER GRAY IRON OR DUCTILE IRON.
2. DUCTILE IRON CASTING SHALL BE GRADED 65-45-12.
3. WEIGHT = 220 LBS.
4. TO BE USED IN UNPAVED NON-RESIDENTIAL AREAS OR AS SPECIFIED.

DIRECTOR OF ENGINEERING & INFRASTRUCTURE

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Pre-Bid Sign-In Sheet

Local MFT Street Improvement Project

City Project 2021-25

February 3, 2021 10:00 a.m. Conference Call

Name ----- Email Address	Representing	Phone Number ----- Fax Number	In Person (P) Conference Call (C)
1) DJ Morgeson	Dunn Company	217-429-4444	P
Email: dj.morgeson@dunnco.com			C Call
2) Grant Pyatt	Dunn Company	217-429-4444	P
Email: grant.pyatt@dunnco.com			C Call
3) Tiffany Crow	Dunn Company	217-429-4444	P
Email: tiffany.crow@dunnco.com			C Call
4) Griffin Enyart	City of Decatur	217-424-2747	P
Email: genyart@decaturil.gov			C Call
5) Paul Caswell	City of Decatur	217-424-2747	P
Email: pcaswell@decaturil.gov			C Call
6) Rex Dummermuth	City of Decatur	217-424-2747	P
Email: rdummermuth@decaturil.gov			C Call
7) Adam Watson	Otto Baum Company	309-266-7114	P
Email: estimating@ottobaum.com			C Call
8)			P
Email:			C
9)			P
Email:			C
10)			P
Email:			C
11)			P
Email:			C
12)			P
Email:			C
13)			P
Email:			C
14)			P
Email:			C
15)			P
Email:			C

Pre-bid Meeting Minutes
for

2021 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT

CITY PROJECTS 2021-25

Conference Call
10:00 a.m., Wednesday, February 3, 2021

I. Introduction

Introductions by Griffin Enyart, Assistant City Engineer. This is a mandatory pre-bid meeting. Only those bidders who are listed on the attendance sheet will be allowed to bid on the project.

II. Project Review

The Project consists of milling and overlaying various City streets, and improving the subbase of Nelson Boulevard by incorporating cement into the soil. There is a separate and aggressive completion date for Nelson Boulevard which includes the replacement of a few water services. There will also be sidewalk and curb work, utility adjustments, and pavement striping.

III. Minority Participation Goals Review of City Code Chapter 28, Article 10 (Discussion by Paul Caswell, City Engineer)

A. Policy

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

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

B. Definitions

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

C. Project Goals and Good Faith Efforts

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

It is expected that a demonstration of “active” and “aggressive” will include actual direct contact with or working with a minority subcontractor in a manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

3. The City's expectation of what will be required to demonstrate a Good Subcontracting/Supplier Goal: 10% of total dollar amount should be performed by MBE 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.
 - a. Subcontracting is not required but if a subcontractor is used a Good Faith Effort must be made to fill the stated goal.

The Contractor shall put forward good faith efforts to “actively and aggressively” seek the participation of MBE or minority workers. It is expected that a demonstration of “active” and “aggressive” will include actual direct contact with or working with a minority subcontractor in a manner that leads them to provide actual quotes for the work to be subcontracted. This is benefited by the development of an ongoing relationship with minority subcontractors.

- b. What is the City's expectation of what will be required to demonstrate a Good Faith Effort?

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

requests with no reply or other evidence of direct contact are not considered to be acceptable direct contacts.

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

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

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

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

IV. Other Items

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

V. Questions

1. Can Nelson Boulevard be closed?
Yes. For the purposes of reconstruction
2. Regarding the bonus for subcontracting 20% of contract work to MBE's, what if subcontracting work is deleted from the project?
The City will review the value of the subcontractors work versus the work that was completed to determine percentages at the end of the project.
3. When is the project expected to be awarded?
The City's goal is to take the winning bid to City Council on the March 1, 2021 meeting. The project could be awarded then.

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

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

SECTION 10-1. POLICY:

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

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

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

SECTION 10-2. DEFINITIONS:

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

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

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

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

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

SECTION 10-4. PROGRAM ADMINISTRATION:

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

SECTION 10-5. PENALTIES:

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

SECTION 10-6. APPEALS:

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

SECTION 10-7. WAIVER:

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

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

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

(30 ILCS 575/2)

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

Sec. 2. Definitions.

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

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

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

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

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

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

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



AIA Document A310tm - 2010

Bid Bond

Contractor:

(Name, Legal Status and Address)

Dunn Company, a division of Tyrolt, Inc.
724 North Mercer Street
Decatur IL 62522

Surety:

(Name, Legal Status and Principal Place of Business)

United Fire & Casualty Company
P.O. Box 73909
Cedar Rapids IA 52407-3909

Owner:

(Name, Legal Status and Address)

"Treasurer, City of Decatur," Decatur, Illinois
1 Gary Andersson Plaza
Decatur, IL 62523

Bond Amount: Ten percent of bid

Project:

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

City Project 2021-25- 2021 Local Motor Fuel Tax Street Improvements –
Various Streets-Macon County

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.

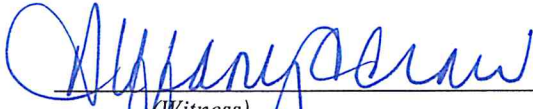
ADDITIONS AND DELETIONS:

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.

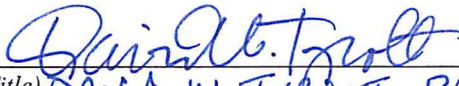
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 18th day of February, 2021

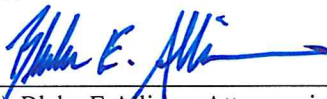

(Witness)


(Witness)

Dunn Company, a division of Tyrolt, Inc.
(Contractor as Principal) (Seal)


(Title) DAVID W. TYROLT, PRESIDENT

United Fire & Casualty Company
(Surety) (Seal)


(Title) Blake E Allison Attorney-in-Fact

State of Illinois

} ss:

County of Macon

On 18th day of Feburary, 2021 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 United Fire & Casualty Company
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 L Ater
(Notary Public)





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KEVIN J BREHENY, RANDY S CANNADY, TIM R PATTON, JAMES D. MORGASON, DANIEL A MARTINI, BLAKE E ALLISON, RANDY S TAYLOR, ASHLYN B. TUCKER, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of November, 2017

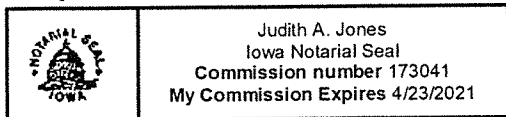
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President



State of Iowa, County of Linn, ss:

On 15th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 18th day of February, 2021



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC
 Page 124 of 167



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2021

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

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

PRODUCER First Mid Insurance Group 1090 South Route 51 Forsyth, IL 62535	CONTACT NAME: Randy Taylor	
	PHONE (A/C, No, Ext): (217) 859-7033	FAX (A/C, No): (217) 877-0795
	E-MAIL ADDRESS: rtaylor@firstmid.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : West Bend Mutual Insurance Company	NAIC # 15350
INSURED Dunn Company, a Division of Tyrolt Inc 724 North Mercer Decatur, IL 62522	INSURER B :	
	INSURER C :	
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	X		A210838	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			A210838	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			A210838	1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	A210843	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTH-ER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Rented Equip			A210838	1/1/2021	1/1/2022	Limit	690,000
A	Installation Floater			A210838	1/1/2021	1/1/2022	Limit	35,000

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

RE: City Project 2021-25-2021 Local Motor Fuel Tax Street Improvement- Various Streets - Macon County

City of Decatur and City Project 2021-25, 2021 Local Motor Fuel Tax Street Improvement, its officers and employees and the Decatur Park District, its officers and employees are named as additional insured under the General Liability; subject to written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Decatur
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

CONTRACT

THIS CONTRACT, made and entered into this 1st day of March, 2021, by and between the City of Decatur, Illinois, hereinafter called "Owner", and Dunn Company, A Division of Tyrolt 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 **"2021 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT, CITY PROJECT 2021-25"**, all in strict accordance with the Contract Documents, including any and all Addenda prepared by the City Engineer, with specifications and drawings are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.
2. Payments are to be made to the Contractor by the Owner in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.
3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from the Owner to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously prosecute and substantially complete all Work under this Contract.
4. **A Completion Date is in effect for this project in accordance with Section 108 of the Illinois Department of Transportation, Standard Specifications for Road and Bridge Construction. Work shall be complete for Nelson Blvd by April 30, 2021. All other work shall be complete by, August 27, 2021.**
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 No. 1 dated 2/11/21

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

DUNN COMPANY, A DIVISION OF TYROLT, INC.

SECRETARY (Corporate Seal)

By _____
PRESIDENT



City of Decatur, Illinois

Contract Bond

Project 2021 LOCAL MOTOR FUEL TAX STREET IMPROVEMENT PROJECT

Project Number 2021-25

We, Dunn Company, A Division of Tyrolt Inc.

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

as PRINCIPAL, and _____

_____ as SURETY,

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

One Million, One Hundred Twenty Thousand, Five Hundred Twelve and 71/100-----

----- Dollars (\$1,120,512.71), 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. 2021

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 1st _____ day of March, A.D. 2021

Attest:

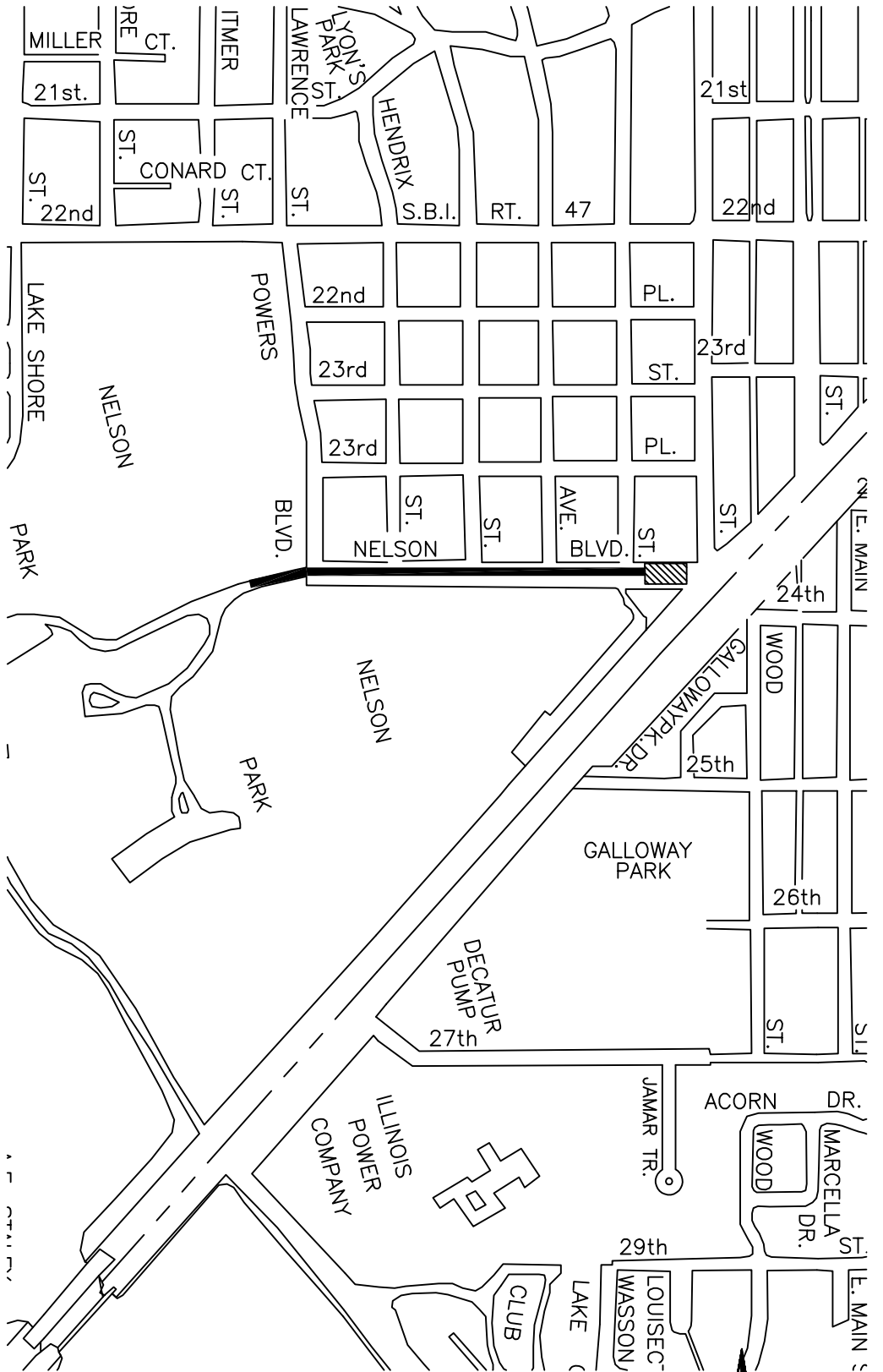
_____ Kim Althoff, City Clerk	_____ City Council
_____ City Clerk	_____ City of Decatur, Illinois
	_____ Julie Moore Wolfe, Mayor

Project Name: Local Motor Fuel Tax Street Improvement Project Project Number: 2021-25 Bid Date: 2/18/2021 Time: 11:00 a.m. Fund: Local MFT, Storm Water, Sewer Fund, Water Fund Organization Code: 42484206, 78487806, 79487906, 81808118 Object Code: 489070, 489040, 489030, 488800				Engineer's Estimate City Engineering Division		Dunn Company A Division of Tyrolt Inc 724 N Mercer Street Decatur, IL 62522	
--	--	--	--	--	--	--	--

Item Number	Pay Item	Quantity	Unit	Unit Price	Total	Unit Price	Total
20800150	TRENCH BACKFILL	14.00	CU YD	\$54.00	\$756.00	\$60.50	\$847.00
30103000	SHAPING AND GRADING ROADWAY	4,623.33	SQ YD	\$4.50	\$20,804.99	\$4.15	\$19,186.82
35200300	PROCESSING SOIL-CEMENT BASE COURSE, 8 INCH	4,623.33	SQ YD	\$7.80	\$36,061.97	\$7.35	\$33,981.48
35200500	CEMENT	3,428.66	100 WT	\$7.80	\$26,743.55	\$7.95	\$27,257.85
35200600	EARTH EXCAVATION	1,186.63	CU YD	\$35.00	\$41,532.05	\$17.35	\$20,588.03
40600290	BITUMINOUS MATERIAL (TACK COAT)	10,272.16	POUND	\$0.75	\$7,704.12	\$0.70	\$7,190.51
40600982	HOT-MIX ASPHALT SURFACE REMOVAL- BUTT JOINT	239.21	SQ YD	\$39.50	\$9,448.80	\$25.85	\$6,183.58
40600990	TEMPORARY RAMP	11.00	SQ YD	\$27.50	\$302.50	\$59.00	\$649.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19, N50	647.27	TON	\$104.00	\$67,316.08	\$102.95	\$66,636.45
40603310	HOT-MIX ASPHALT SURFACE COURSE, MIX "C", N50	2,454.95	TON	\$114.00	\$279,864.30	\$112.65	\$276,550.12
42300200	PORTLAND CEMENT CONCRETE DRIVEWAY 6 INCH	61.32	SQ YD	\$20.00	\$1,226.40	\$101.20	\$6,205.58
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	2,764.00	SQ FT	\$14.50	\$40,078.00	\$15.40	\$42,565.60
42400800	DETECTABLE WARNINGS	40.00	SQ FT	\$40.00	\$1,600.00	\$40.15	\$1,606.00
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 1 1/2 INCH	2,006.61	SQ YD	\$4.00	\$8,026.44	\$8.25	\$16,554.53
44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3 INCH	4,439.16	SQ YD	\$4.75	\$21,086.01	\$5.35	\$23,749.51
44000200	DRIVEWAY PAVEMENT REMOVAL	185.76	SQ YD	\$20.00	\$3,715.20	\$24.20	\$4,495.39
44000600	SIDEWALK REMOVAL	2,582.50	SQ FT	\$4.50	\$11,621.25	\$6.15	\$15,882.38
44001700	COMB CONCRETE CURB AND GUTTER REM AND REPL	1,786.00	FOOT	\$65.00	\$116,090.00	\$70.95	\$126,716.70
44200970	CLASS B PATCHES, TYPE II, 10 INCH	10.70	SQ YD	\$125.00	\$1,337.50	\$198.00	\$2,118.60
44200974	CLASS B PATCHES, TYPE III, 10 INCH	40.00	SQ YD	\$125.00	\$5,000.00	\$196.90	\$7,876.00
44200976	CLASS B PATCHES, TYPE IV, 10 INCH	26.90	SQ YD	\$125.00	\$3,362.50	\$195.80	\$5,267.02
44201297	DOWEL BARS, 1 INCH	47.00	EACH	\$20.90	\$982.30	\$22.00	\$1,034.00
44201705	CLASS D PATCHES, TYPE II, 5 INCH	49.30	SQ YD	\$85.00	\$4,190.50	\$82.45	\$4,064.79
44201709	CLASS D PATCHES, TYPE III, 5 INCH	130.00	SQ YD	\$85.00	\$11,050.00	\$74.05	\$9,626.50
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	1,839.40	SQ YD	\$85.00	\$156,349.00	\$69.50	\$127,838.30
44213200	SAWCUTS	321.00	FOOT	\$5.50	\$1,765.50	\$8.80	\$2,824.80
44213208	TIE BARS, 1 1/4 NCH	47.00	EACH	\$18.00	\$846.00	\$16.50	\$775.50
60250300	CATCH BASIN TO BE ADJUSTED (SPECIAL)	1.00	EACH	\$5,000.00	\$5,000.00	\$4,180.00	\$4,180.00
60255500	MANHOLES TO BE ADJUSTED	2.00	EACH	\$3,250.00	\$6,500.00	\$605.00	\$1,210.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CL LID	12.00	EACH	\$3,500.00	\$42,000.00	\$3,300.00	\$39,600.00
60300105	FRAME AND GRATES TO BE ADJUSTED	2.00	EACH	\$1,000.00	\$2,000.00	\$935.00	\$1,870.00
60300405	VALVE BOX FRAMES TO BE ADJUSTED	2.00	EACH	\$2,800.00	\$5,600.00	\$385.00	\$770.00
60300410	VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES	12.00	EACH	\$3,000.00	\$36,000.00	\$3,080.00	\$36,960.00
78000100	THERMOPLASTIC MARKING, LETTERS AND SYMBOLS	15.60	SQ FT	\$7.15	\$111.54	\$15.95	\$248.82
78000400	THERMOPLASTIC PAVEMENT MARKING, 6 INCH	8,086.00	FOOT	\$4.10	\$33,152.60	\$3.30	\$26,683.80
X0327678	EXPLORATORY EXCAVATION	7.00	EACH	\$500.00	\$3,500.00	\$550.00	\$3,850.00
X3510140	AGGREGATE BASE COURSE, SPECIAL	789.82	TON	\$45.00	\$35,541.90	\$38.05	\$30,052.65
X5620002	3/4" COPPER SERVICE, OPEN CUT	383.00	FOOT	\$50.00	\$19,150.00	\$63.80	\$24,435.40
X5620010	DISCONNECT WATER SERVICE	1.00	EACH	\$1,457.50	\$1,457.50	\$1,760.00	\$1,760.00
X5650001	CURB STOP AND BOX REMOVE AND REPLACE	7.00	EACH	\$1,677.50	\$11,742.50	\$1,980.00	\$13,860.00
X5650002	CORPORATION STOP REPLACE	1.00	EACH	\$1,155.00	\$1,155.00	\$1,760.00	\$1,760.00
Z0009000	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DED & EXTRA WORK	1.00	LSUM	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
TOTAL BIDS (AS CORRECTED)				\$1,156,771.99		\$1,120,512.71	
Percent Over Under ENGINEER'S ESTIMATE						-3.13%	


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

2/19/2021
 Date

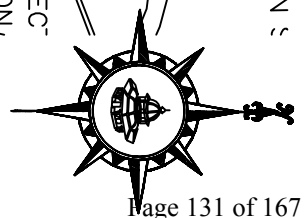


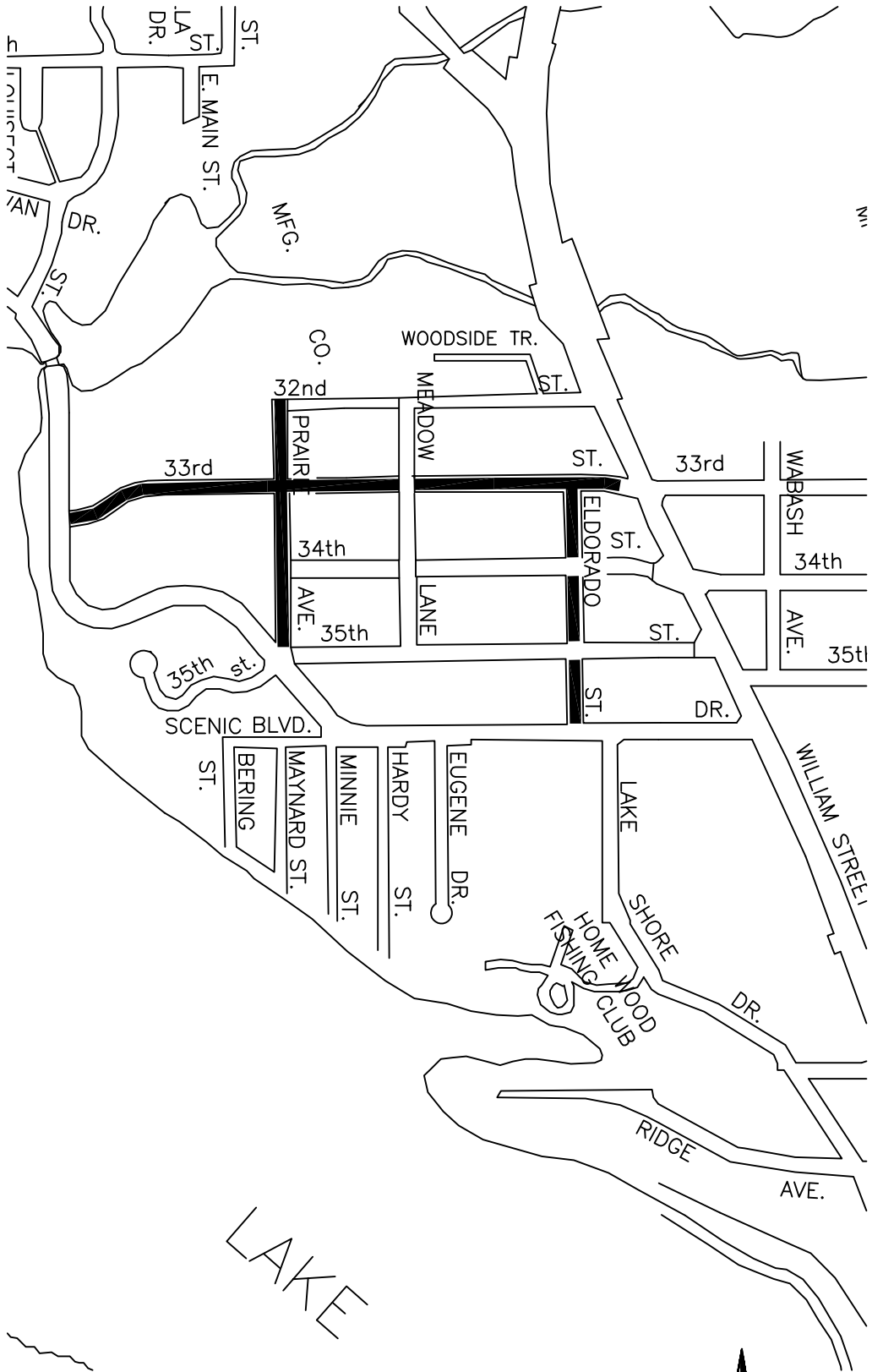
LEGEND

S. NELSON BLVD

FULL DEPTH REMOVAL, SOIL CEMENT RECONSTRUCTION
WITH HMA BINDER & SURFACE HMA MIX C N50

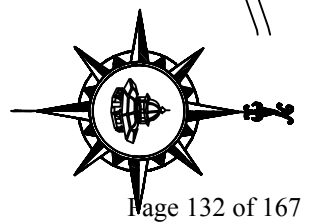
1.5" MILL & OVERLAY WITH SURFACE HMA MIX C M50

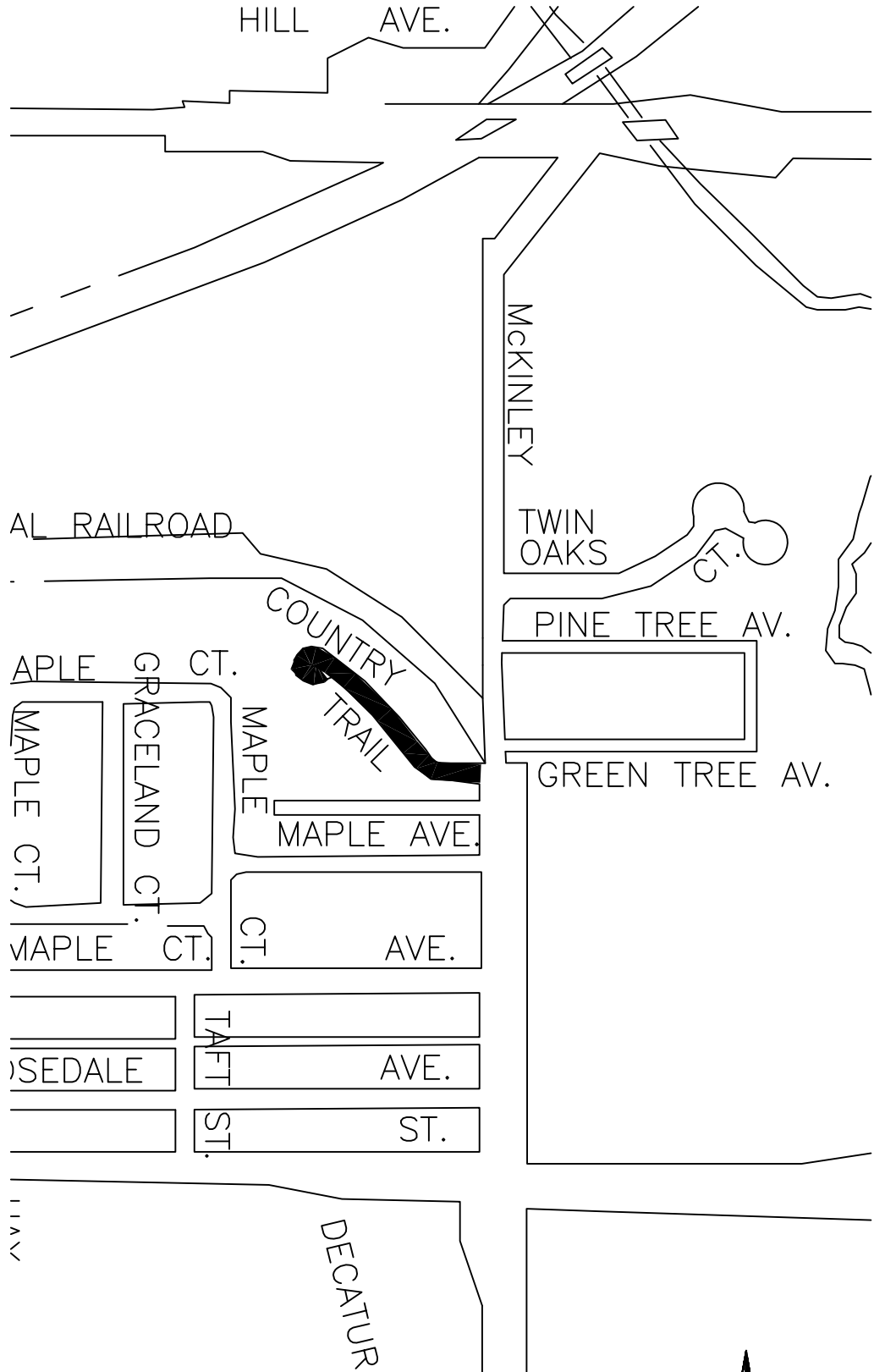




LEGEND

N. 33rd ST, E. ELDERADO ST & E. PRAIRIE AVE
CLASS D PATCHES & HMA SURFACE COURSE OVERLAY

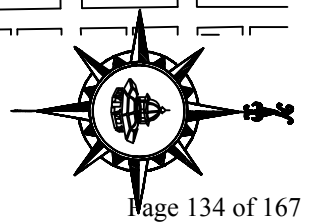
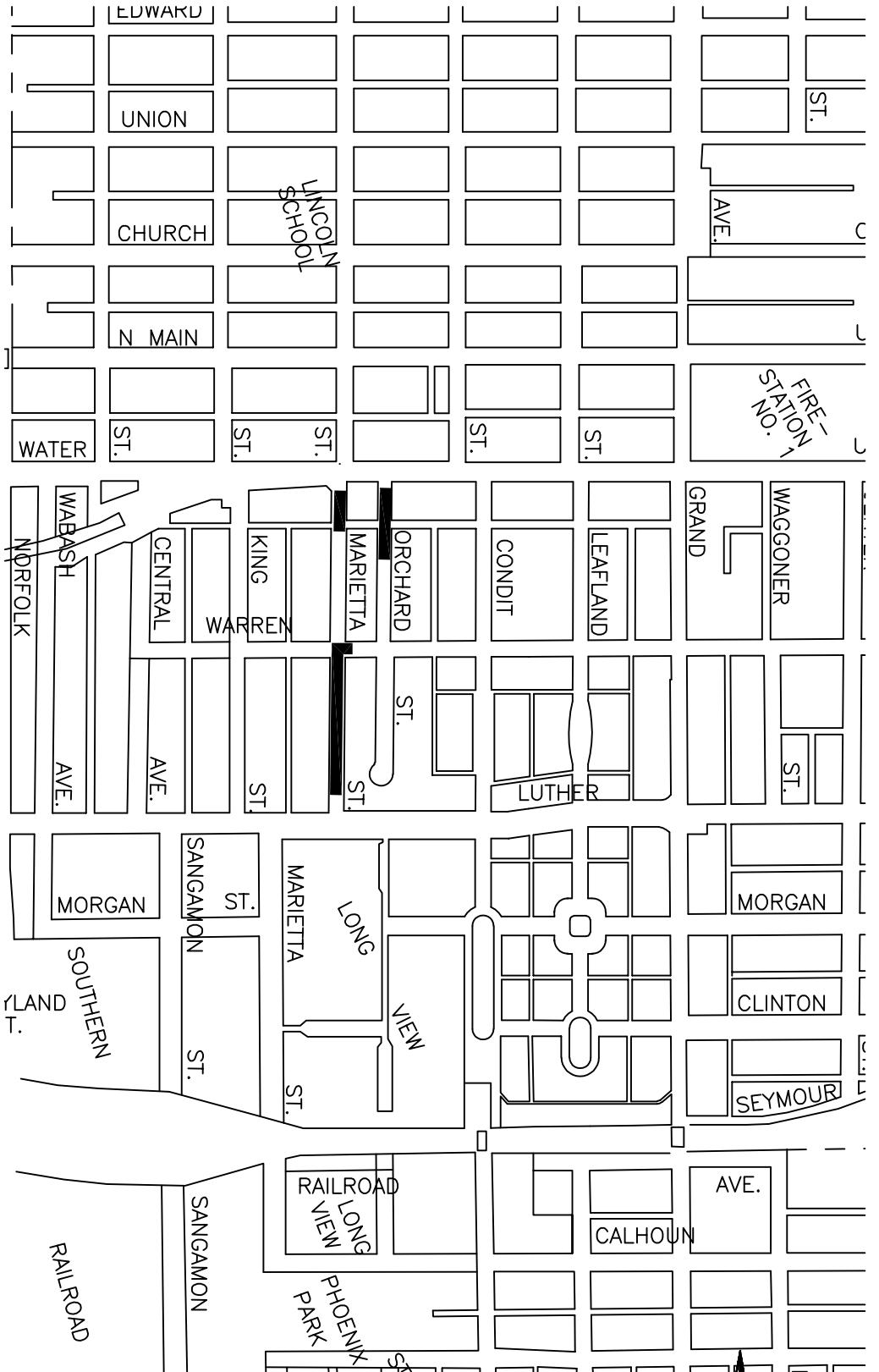




LEGEND

COUNTRY TRAIL - 1 1/2" MILL & HMA SURFACE COURSE





LEGEND

E. ORCHARD ST & E. MARIETTA ST 3" MILL & HMA SURFACE COURSE
CLASS B PATCHES WITH 3" MILL & HMA SURFACE COURSE

Public Works

DATE: 2/10/2021

MEMO: 2021-17

TO: Honorable Mayor Julie Moore Wolf and City Council Members

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

SUBJECT:

Resolution Authorizing an Intergovernmental Agreement for the Sharing of Certain Costs Related to the Pavement Improvement of Nelson Boulevard in Decatur, Illinois, Between the City of Decatur, Illinois and the Decatur Park District

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached resolution authorizing an intergovernmental agreement for the sharing of certain costs related to the improvement of Nelson Boulevard as part of City Project 2021-25.

BACKGROUND:

As part of the City's Annual Local MFT Street Improvement Project, Nelson Boulevard between Powers Boulevard and US 36 will be reconstructed. Nelson Boulevard south of Powers Boulevard is under Park District jurisdiction. The City contacted the Park District to see if they were interested in us extending our project to include a portion of the Park's road. This would extend the project an extra 250 feet to meet with a portion of the Park's road which was improved a few years ago. Currently the Park District wishes to only mill and overlay their portion of Nelson Boulevard and not reconstruct the road.

Under the agreement, the City did all work with adding the Park's portion of the road into the project and provided to the Park District for approval of the plans and specifications. The City will also handle the construction observation. The Park District will reimburse the City for the costs paid to the contractor for their portion. The Park District will also pay the City \$1,818.81 to compensate for overhead and construction supervision costs.

PRIOR COUNCIL ACTION: The City Council has expressed support for intergovernmental projects and joint purchasing like this project. This truly is an example of good governance where two taxing bodies worked together to reduce costs for both parties to the benefit of our shared tax payers. The City will continue to look for more ways to partner and find efficient savings for our taxpayers.

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

INPUT FROM OTHER SOURCES:

Decatur Park District

STAFF REFERENCE: Matt Newell, Public Works Director, 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. This memorandum was prepared by Griffin Enyart, Assistant City Engineer.

BUDGET/TIME IMPLICATIONS:

Budget Impact

Funding for the 2021 Local MFT Street Improvement Project is allocated in the Capital Improvement Plan using Local Motor Fuel Tax funds. The cost of the Park District's portion is estimated at \$20,557.64 but will be based on final as-built quantities.

Staff Impact

Staff time will be allocated to manage the project.

SCHEDULE: City Project 2021-25 has been bid and is currently awaiting approval. Work could start as soon as this month, or as soon as the paving plant opens. Work on Nelson Boulevard has a expected completion date of April 30, 2021 to be complete before the opening of the Amphitheater.

COPY: Secretary for the Board of Park Commissioners

ATTACHMENTS:

Description	Type
Resolution Authorizing an Intergovernmental Agreement for the Sharing of Certain Costs Related to the Pavement Improvement of Nelson Boulevard in Decatur, Illinois, Between the City of Decatur, Illinois and the Decatur Park District	Cover Memo
Nelson Blvd Jurisdiction Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR
THE SHARING OF CERTAIN COSTS RELATED TO THE PAVEMENT
IMPROVEMENT OF NELSON BOULEVARD IN DECATUR, ILLINOIS, BETWEEN
THE CITY OF DECATUR, ILLINOIS AND THE DECATUR PARK DISTRICT**

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

Section 1. That the Intergovernmental Agreement for the sharing of certain costs related to the pavement improvement of Nelson Boulevard in Decatur, IL, between the City of Decatur, Illinois and the Decatur Park District whereby they may share services and expenses, presented to the Council, as Exhibit A, herewith be, and the same is hereby, received, placed on file and approved.

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

PRESENTED and ADOPTED this 1st day of March 2021.

Julie Moore Wolfe, Mayor

ATTEST:

Kim Althoff, City Clerk

EXHIBIT A

Intergovernmental Agreement for the Sharing of Certain Costs Related to the Pavement Improvement of Nelson Boulevard in Decatur, IL, Between the City of Decatur, Illinois and the Decatur Park District.

RESOLUTION NO.

WHEREAS, the Decatur Park District is desirous of pavement improvements to Nelson Boulevard located in Nelson Park; and

WHEREAS, the City of Decatur is desirous of pavement improvements to Nelson Boulevard in the City of Decatur; and

WHEREAS, the City of Decatur is proposing to perform a roadway improvement contract for Nelson Boulevard in the City of Decatur; and

WHEREAS, the Decatur Park District desires to improve the portion of Nelson Boulevard within their jurisdiction; and

WHEREAS, the Decatur Park District is a body politic and corporate in the State of Illinois; and

WHEREAS, the City of Decatur is a body politic and corporate in the State of Illinois; and

WHEREAS, the 1970 Illinois Constitution, Art. VII, Section 10 and 5 ILCS 220/3 provide authority for intergovernmental co-operation;

WHEREAS, the Decatur City Council and Decatur Park Board believe the improvement of Nelson Boulevard will be of benefit to the health, safety and welfare of the residents of the City of Decatur; Illinois, and

NOW THEREFORE, in consideration of the mutual agreement contained in this agreement, the City of Decatur and the Decatur Park District agree as follows, subject to actual construction costs:

1. The Decatur Park District acknowledges that they have reviewed the bid specifications for this project and approved the bid specifications for their portion of the roadway and agrees that the City of Decatur will oversee the bidding process for this project.
2. The City of Decatur agrees to supervise the work performed and pay for the complete and total costs to the contractors for work performed on this project.
3. The Decatur Park District shall pay to the City of Decatur the portion of Nelson Boulevard project within their jurisdiction;
4. The Decatur Park District also shall pay the City of Decatur an additional sum of \$1,818.81 to compensate the City of Decatur for overhead and construction supervision costs.

**Intergovernmental Agreement for the Sharing of
Certain Costs Related to the Pavement Improvement of
Nelson Boulevard in Decatur, IL, Between the City of
Decatur, Illinois and the Decatur Park District.**

5. The City of Decatur will remit monthly invoices to each participant based upon the amount of work performed under the participant's jurisdiction with payment to the City of Decatur within thirty (30) days after receipt of the invoice by the Decatur Park District.
6. Liability Limits
 - a. The Decatur Park District agrees to indemnify, defend, and hold the City of Decatur its officers, agents, and employees harmless from and against any and all claims, suits, causes of action, liabilities, damages, judgments or expenses including, but not limited to, reasonable attorney's fees and litigation costs, for personal injuries (including, but not limited to, death) or property damage arising out of the City of Decatur's obligations, responsibilities and performance under this agreement. This provision shall not require the Decatur Park District, to indemnify the City of Decatur from the City of Decatur's sole gross negligence or willful misconduct.
 - b. During the term of this Agreement, the Decatur Park District, shall at all times procure and maintain insurance and shall name the City of Decatur its officers and employees, as an additional named insured for all insurance. The Decatur Park District shall furnish certificates and endorsements evidencing insurance and named insured prior to commencement of services under this Agreement.
 - c. The City of Decatur shall require the contractor awarded the contract under this agreement to execute contracts indemnifying The City of Decatur and the Decatur Park District for any liability arising out of the contractor's work. The Contractor shall provide certificates of insurance evidencing third party insurance in accordance with the construction contract documents and the City of Decatur its officers and employees and the Decatur Park District its officers and employees shall be named an additional insured on any liability insurance policy pertaining to work under the contract. Contractor's insurance shall be primary.
7. This agreement shall be in full force and effect upon its approval by the City of Decatur and the Decatur Park District Board, and shall inure to the benefit of the City of Decatur, its successors and assigns, and the Decatur Park District Board, until the roadway improvements are completed and all related costs therefore are paid or the project is cancelled.

**Intergovernmental Agreement for the Sharing of
Certain Costs Related to the Pavement Improvement of
Nelson Boulevard in Decatur, IL, Between the City of
Decatur, Illinois and the Decatur Park District.**

BE IT FURTHER RESOLVED, that this resolution shall become effective immediately upon the adoption thereof.

PRESENTED, PASSED, AND APPROVED this day of , 2021.

ATTEST:

By:

Melanie Moore, Secretary for the
Board of Park Commissioners

Stacey Young, President
Board of Park Commissioners

ATTEST:

By:

Kim Althoff, City Clerk
City of Decatur

Julie Moore Wolfe, Mayor
City of Decatur



E HENDRIX ST

E HENDRIX ST

S 23RD PL

S NELSON BLVD

E POWERS BLVD

E POWERS BLVD

City

Park District

Proposed to be Included with City Project

S NELSON BLVD

S NELSON BLVD

E PAVILION DR

Public Works

DATE: 2/24/2021

MEMO: 2021-23

TO: Honorable Mayor Julie Moore Wolfe and City Council Members

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

SUBJECT: Resolution Authorizing the Purchase of Property Owned by Archer Daniels Midland Company for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks,
City Project 2009-33
Section 09-00933-01-BR

SUMMARY RECOMMENDATION:

It is recommended that the City Council approve the attached Resolution authorizing the Mayor, City Manager, or an authorized designee, to sign the documents related to the purchase of property from the Archer Daniels Midland Company for \$368,600 with some identified relocation costs of up to \$30,000 for a total authorized expenditure of \$398,600. It is expected that the City will be reimbursed up to \$318,880 (80%) from the Illinois Competitive Freight Program. The remaining 20% will be paid with State Motor Fuel Tax funds.

BACKGROUND:

On January 21, 2020, the City Council approved Amendment #1 to an agreement with the State of Illinois that allocated Freight Grant funding for the purchase of right of way for the Brush College / Faries Parkway Grade Separation Project.

The City is very close to having the necessary documents signed by ADM and desires to proceed with the purchase immediately upon ADM's approval. The proposed expenditure is for a total of \$398,600 which includes \$318,880 in Federal funds from the \$25 million grant awarded to the City through the Illinois Competitive Freight Program. The balance of the required funds, estimated to be \$79,720, will be paid from the City's allocation of State Motor Fuel Tax funds.

ADM is in agreement with the proposal to purchase all parcels at the appraised value of \$368,600.

It is anticipated that the purchase of Parcel 32f will enable the City to annex the acquired parcel and allow adjacent properties to the immediate west to be contiguous for a likely condemnation request anticipated for the March 15 City Council meeting.

Parcel	Total Compensation
32a	\$27,100
32b	\$163,000
32c	\$600
32d	\$115,500
32e	\$1,700
32f	\$59,900
32g	\$800
Total	\$368,600

PRIOR COUNCIL ACTION:

See Appendix A for prior Council action on this item.

POTENTIAL OBJECTIONS: There are no known objections.

INPUT FROM OTHER SOURCES:

Crawford, Murphy & Tilly, Inc.

LEGAL REVIEW: The agreements are standard IDOT documents.

STAFF REFERENCE: Matt Newell, Public Works Director can be contacted to address any questions you may have, in advance of the meeting. Matt will also attend the City Council meeting to answer any questions on this item.

BUDGET/TIME IMPLICATIONS:

Budget Impact: The resolution authorizes the expenditure of \$398,600 for the purchase of property from ADM with an expected reimbursement of up to \$318,880 from the Illinois Competitive Freight Program and the balance (\$79,720) being paid from the City's allocation of State Motor Fuel Tax Funds.

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

SCHEDULE, DESIGN AND CONSTRUCTION: This purchase will be executed upon approval by the Council and ADM. Construction for the Brush College improvement is planned to begin in 2021.

COPY: Crawford, Murphy & Tilly, Inc.

ATTACHMENTS:

Description	Type
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Resolution Authorizing the Purchase of Property Owned by Archer Daniels Midland Company for the Improvement of Brush College Road over Faries Parkway and the Norfolk Southern Railroad Tracks	Resolution Letter
Appendix A	Backup Material
Location Map	Backup Material

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY OWNED BY
ARCHER DANIELS MIDLAND COMPANY FOR THE IMPROVEMENT OF BRUSH
COLLEGE ROAD OVER FARIES PARKWAY AND THE NORFOLK SOUTHERN
RAILROAD TRACKS
CITY PROJECT 2009-33
SECTION 09-00933-01-BR**

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

Section 1. That the Mayor, City Manager, or their authorized designee, are authorized to execute the documents relating and necessary to acquire the following described property:

Parcel 32a:

Parcel 04-13-08-103-001, 04-13-08-103-002, 04-13-08-103-003 & 04-13-08-103-004

The West 90 feet of Lot Twenty-Six (26) and the West 80 feet of Lots Twenty-Seven (27), Twenty-Eight (28) and Twenty-Nine (29) all of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 0 degrees 03 minutes 53 seconds East 932.77 feet, along the west line of said Section 8, to the intersection of the westerly extension of the south right of way line of East Olive Street, per said Book 335, Page 591, with said west line; thence North 87 degrees 46 minutes 17 seconds East 31.33 feet, along said westerly extension of said south right of way line, to an iron pipe found at the northwest corner of said Lot Twenty-Six (26) and the Point of Beginning; thence continue North 87 degrees 46 minutes 17 seconds East 90.00 feet along the south right of way line of East Olive Street, per said Book 335, Page 591; thence South 0 degrees 12 minutes 45 seconds East 100.00 feet to the south line of said Lot Twenty-Six (26); thence South 87 degrees 46 minutes 17 seconds West 10.00 feet along said south line; thence South 0 degrees 12 minutes 45 seconds East 300.00 feet to the south line of said Lot Twenty-Nine (29); thence South 87 degrees 46 minutes 17 seconds West 80.00 feet, along said south line, to the east right of way line of Brush College Road, per said Book 335, Page 591; thence North 0 degrees 12 minutes 45 seconds West 400.00 feet, along said east right of way line, to the Point of Beginning. Said parcel contains 0.757 acres, more or less.

Parcel 32b:

Parcel 04-13-06-477-001 & 04-13-06-477-003

A part of the Lot Five (5) of Westlake 3rd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 536, Page 66 of the Records in the Recorder's Office of Macon County, Illinois and a part of Lot 6 of the South Half of Section 6, Township 16 North, Range 3 East of the Third Principal Meridian, per Warranty Deed with Plat of Survey recorded in Book 984, Page 175 of the records aforesaid and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the southeast corner of said Section 6 per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 0 degrees 08 minutes 24 seconds West 501.07 feet, along the east line of said Section 6, to the intersection of the easterly extension of the north right of way line of East Harrison Avenue, per said Book 536, Page 66, with said east line; thence South 89 degrees 47 minutes 19 seconds West 440.63 feet, along said easterly extension of said north right of way line and said north right of way line, to the Point of Beginning; thence continue South 89 degrees 47 minutes 19 seconds West 66.00 feet along said north right of way line; thence North 0 degrees 00 minutes 00 seconds East 295.88 feet; thence North 90 degrees 00 minutes 00 seconds East 16.00 feet; thence North 0 degrees 00 minutes 00 seconds East 40.00 feet; thence South 90 degrees 00 minutes 00 seconds West 16.00 feet; thence North 0 degrees 00 minutes 00 seconds East 236.77 feet; thence North 45 degrees 00 minutes 00 seconds East 129.05 feet; thence North 90 degrees 00 minutes 00 seconds East 333.76 feet to the west right of way line of the Illinois Central Railroad, said west right of way line also being the east line of the grantor; thence South 0 degrees 08 minutes 24 seconds East 66.00 feet along said west right of way line; thence South 90 degrees 00 minutes 00 seconds West 212.17 feet; thence southwesterly 230.91 feet along a curve to the left, said curve having a radius of 147.00 feet, the chord of said curve bears South 45 degrees 00 minutes 00 seconds West 207.89 feet; thence South 0 degrees 00 minutes 00 seconds West 450.66 feet to the Point of Beginning. Said parcel contains 1.546 acres, more or less.

Parcel 04-13-06-477-001

Temporary Construction Easement No. 1 needed for Parking Lot
Construction and Grading

A part Lot 6 of the South Half of Section 6, Township 16 North, Range 3 East of the Third Principal Meridian, per Warranty Deed with Plat of Survey recorded in Book 984, Page 175 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the southeast corner of said Section 6 per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 0 degrees 08 minutes 24 seconds West 650.00 feet, along the east line of said Section 6, to the intersection of the easterly extension of the north line of Westlake 3rd Addition of Outlots to the City of Decatur, per Book 536, Page 66 of the records aforesaid, with said east line; thence

South 89 degrees 47 minutes 19 seconds West 80.00 feet, along said easterly extension and said north line, to the west right of way line of the Illinois Central Railroad, said point being the southeast corner of the grantor and the Point of Beginning; thence continue South 89 degrees 47 minutes 19 seconds West 99.14 feet along the south line of the grantor, also being the north line of said Westlake 3rd Addition; thence North 0 degrees 07 minutes 51 seconds West 260.15 feet along the southerly extension of the grantors building foundation and said building foundation; thence North 89 degrees 53 minutes 16 seconds East 50.05 feet along said building foundation; thence North 0 degrees 08 minutes 05 seconds West 80.09 feet along said building foundation; thence North 89 degrees 41 minutes 57 seconds West 130.59 feet along said building foundation; thence North 0 degrees 00 minutes 00 seconds East 106.74 feet; thence North 90 degrees 00 minutes 00 seconds East 179.36 feet to said west right of way line of the Illinois Central Railroad, said west right of way line also being the east line of the grantor; thence South 0 degrees 08 minutes 24 seconds East 447.40 feet, along said west right of way line, to the Point of Beginning. Said parcel contains 1.123 acres, more or less.

Parcel 04-13-06-477-001 & 04-13-06-426-003
Temporary Construction Easement No. 2 needed for Grading

A part Lot 6 of the South Half of Section 6, Township 16 North, Range 3 East of the Third Principal Meridian, per Warranty Deed with Plat of Survey recorded in Book 984, Page 175 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the southeast corner of said Section 6 per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 0 degrees 08 minutes 24 seconds West 1,163.10 feet along the east line of said Section 6; thence South 90 degrees 00 minutes 00 seconds West 80.00 feet to the west right of way line of the Illinois Central Railroad, said west right of way line also being the east line of the grantor and the Point of Beginning; thence continue South 90 degrees 00 minutes 00 seconds West 5.00 feet; thence North 0 degrees 08 minutes 24 seconds West 215.00 feet; thence North 89 degrees 51 minutes 36 seconds East 5.00 feet to said west right of way line; thence South 0 degrees 08 minutes 24 seconds East 215.01 feet, along said west right of way line, to the Point of Beginning. Said parcel contains 0.025 acres (1,075 Square Feet), more or less.

Parcel 04-13-06-477-001
Temporary Construction Easement No. 3 needed for Grading

A part Lot 6 of the South Half of Section 6, Township 16 North, Range 3 East of the Third Principal Meridian, per Warranty Deed with Plat of Survey recorded in Book 984, Page 175 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the southeast corner of said Section 6 per Monument Record recorded as Document 1894076 of the

records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 0 degrees 08 minutes 24 seconds West 501.07 feet, along the east line of said Section 6, to the intersection of the easterly extension of the north right of way line of East Harrison Avenue, per said Book 536, Page 66, with said east line; thence South 89 degrees 47 minutes 19 seconds West 440.63 feet, along said easterly extension of said north right of way line and said north right of way line; thence North 0 degrees 00 minutes 00 seconds East 400.66 feet to the Point of Beginning; thence continue North 0 degrees 00 minutes 00 seconds East 50.00 feet; thence northeasterly 179.89 feet along a curve to the right, said curve having a radius of 147.00 feet, the chord of said curve bears North 35 degrees 03 minutes 27 seconds East 168.87 feet; thence South 0 degrees 00 minutes 00 seconds West 188.24 feet; thence South 90 degrees 00 minutes 00 seconds West 97.00 feet to the Point of Beginning. Said parcel contains 0.336 acres, more or less.

Parcel 04-13-06-477-001

Temporary Construction Easement No. 4 needed for Grading

A part Lot 6 of the South Half of Section 6, Township 16 North, Range 3 East of the Third Principal Meridian, per Warranty Deed with Plat of Survey recorded in Book 984, Page 175 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the southeast corner of said Section 6 per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 0 degrees 08 minutes 24 seconds West 1,163.10 feet along the east line of said Section 6; thence South 90 degrees 00 minutes 00 seconds West 342.01 feet to the Point of Beginning; thence continue South 90 degrees 00 minutes 00 seconds West 71.75 feet; thence South 45 degrees 00 minutes 00 seconds West 129.05 feet; thence North 0 degrees 00 minutes 00 seconds East 221.25 feet; thence North 90 degrees 00 minutes 00 seconds East 163.00 feet; thence South 0 degrees 00 minutes 00 seconds West 130.00 feet to the Point of Beginning. Said parcel contains 0.582 acres, more or less.

Parcel 32c:

Parcel 04-13-07-226-012

Temporary Construction Easement needed for Entrance Construction

A part of Lot 2 of Raceland Plat C in the City of Decatur, Illinois recorded in Book 335, Page 194 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northeast corner of Section 7, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 89 degrees 47 minutes 19 seconds West 376.63 feet, along the north line of the Northeast Quarter of said Section 7; thence South 0

degrees 12 minutes 41 seconds East 72.87 feet to the existing south right of way line of East Faries Parkway per Book 2515, Page 4 of the records aforesaid and the Point of Beginning; thence South 50 degrees 41 minutes 03 seconds West 16.50 feet along the northeasterly extension of the grantors security fencing exterior edge and said security fencing exterior edge; thence South 04 degrees 06 minutes 47 seconds East 8.00 feet along said security fencing exterior edge; thence South 89 degrees 52 minutes 41 seconds West 52.00 feet to said security fencing exterior edge; thence North 04 degrees 03 minutes 53 seconds West 14.50 feet along said security fencing exterior edge; thence North 83 degrees 56 minutes 32 seconds West 8.50 feet along said security fencing exterior edge; thence North 0 degrees 00 minutes 00 seconds West 11.00 feet to said existing south right of way line; thence South 83 degrees 56 minutes 32 seconds East 74.08 feet, along said existing south right of way line, to the Point of Beginning. Said parcel contains 0.031 acres (1,350 square feet), more or less.

Parcel 32d:

Parcel 04-13-08-101-010
Tract 1

A part of the West 224 feet of the East 332.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 980.68 feet, along the north line of the Northwest Quarter of said Section 8; thence South 0 degrees 11 minutes 07 seconds East 12.12 feet to the intersection of the west line of the East 332.9 feet of said Lot One (1) with the north line of said Lot One (1) and the Point of Beginning; thence North 87 degrees 53 minutes 06 seconds East 224.00 feet, along said north line, also being the south right of way line of East Faries Parkway per said Book 335, Page 591, to the east line of the West 224 feet of the East 332.9 feet of said Lot One (1); thence South 0 degrees 11 minutes 07 seconds East 39.38 feet along said east line; thence South 83 degrees 08 minutes 31 seconds West 225.40 feet to the west line of the east 332.9 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 58.03 feet, along said west line, to the Point of Beginning. Said parcel contains 0.250 acres, more or less.

Parcel 04-13-08-101-010
Tract 2

A part of the West 224 feet of the East 332.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian

per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 1204.57 feet, along the north line of the Northwest Quarter of said Section 8, to the intersection of the northerly extension of the east line of the West 224 feet of the East 332.9 feet of said Lot One (1) with said north line; thence South 0 degrees 11 minutes 07 seconds East 362.36 feet, along said northerly extension of said east line and said east line, to the Point of Beginning; thence continue South 0 degrees 11 minutes 07 seconds East 34.92 feet, along said east line, to the southeast corner of said Lot One (1); thence South 87 degrees 53 minutes 21 seconds West 33.86 feet along the south line of said Lot One (1), also being the north right of way line of East Logan Street per said Book 335, Page 591; thence North 42 degrees 59 minutes 54 seconds East 49.44 feet to the Point of Beginning. Said parcel contains 0.014 acres (591 square feet), more or less.

Parcel 04-13-08-101-010

Temporary Construction Easement needed for Entrance Construction

A part of the West 224 feet of the East 332.9 feet of Lot One (1) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 980.68 feet, along the north line of the Northwest Quarter of said Section 8, to the intersection of the northerly extension of the west line of the East 332.9 feet of said Lot One (1) with said north line; thence South 0 degrees 11 minutes 07 seconds East 70.15 feet, along said northerly extension of said west line and said west line, to the Point of Beginning; thence North 83 degrees 08 minutes 31 seconds East 225.40 feet to the east line of the West 224 feet of the East 332.9 feet of said Lot One (1); thence South 0 degrees 11 minutes 07 seconds East 10.07 feet along said east line; thence South 83 degrees 08 minutes 31 seconds West 225.40 feet to the west line of the East 332.9 feet of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds East 10.07 feet, along said west line, to the Point of Beginning. Said parcel contains 0.052 acres (2,254 square feet), more or less.

Parcel 32e:

Parcel 04-13-08-102-003

A part of Lot Six (6) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT the East 81 feet thereof and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid;

thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 0 degrees 03 minutes 53 seconds East 483.04 feet, along the west line of said Section 8, to the intersection of the westerly extension of the south right of way line of East Logan Street, per Book 335, Page 591, with said west line; thence North 87 degrees 53 minutes 21 seconds East 390.15 feet, along said westerly extension of said south right of way line and said south right of way line, to the northwest corner of said Lot Six (6), and the Point of Beginning; thence continue North 87 degrees 53 minutes 21 seconds East 45.00 feet along said south right of way line; thence South 43 degrees 50 minutes 38 seconds West 64.69 feet to the west line of said Lot Six (6); thence North 0 degrees 12 minutes 05 seconds West 45.00 feet, along said west line, to the Point of Beginning. Said parcel contains 0.023 acres (1,012 Square Feet), more or less.

Parcel 04-13-08-102-003

Temporary Easement needed for Entrance Construction

A part of Lot Six (6) of Westlake 2nd Addition of Outlots to the City of Decatur, Illinois, per Plat recorded in Book 335, Page 591 of the Records in the Recorder's Office of Macon County, Illinois, EXCEPT the East 81 feet thereof and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, South 0 degrees 03 minutes 53 seconds East 483.04 feet, along the west line of said Section 8, to the intersection of the westerly extension of the south right of way line of East Logan Street, per Book 335, Page 591, with said west line; thence North 87 degrees 53 minutes 21 seconds East 435.15 feet, along said westerly extension of said south right of way line and said south right of way line, to the Point of Beginning; thence continue North 87 degrees 53 minutes 21 seconds East 54.00 feet, along said south right of way line, to the northeast corner of the grantor; thence South 0 degrees 12 minutes 05 seconds East 10.01 feet along the west line of the east 81 feet of said Lot Six (6); thence South 87 degrees 53 minutes 21 seconds West 64.00 feet; thence North 43 degrees 50 minutes 38 seconds East 14.38 feet to the Point of Beginning. Said parcel contains 0.014 acres (590 Square Feet), more or less.

Parcel 32f:

Parcel 04-13-08-126-001, 04-13-08-126-002 & 04-13-08-126-004

A part of Lot One (1) and the North 300 feet of the West 418 feet of Lot Two (2) all of Clark's Subdivision, as per Plat recorded in Book 300, Page 72 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 1313.41

feet, along the north line of the Northwest Quarter of said Section 8, to the northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 8; thence South 0 degrees 11 minutes 07 seconds East 5.00 feet to the existing south right of way line of East Faries Parkway per Book 501, Page 28 of the records aforesaid and the Point of Beginning; thence North 82 degrees 51 minutes 28 seconds East 127.00 feet along said existing south right of way line; thence the next four (4) calls along the existing south right of way line of East Faries Parkway per Book 2113, Page 344 of the records aforesaid: South 87 degrees 16 minutes 19 seconds East 140.01 feet; South 0 degrees 04 minutes 39 seconds East 27.75 feet; North 88 degrees 51 minutes 23 seconds East 69.96 feet; North 0 degrees 04 minutes 39 seconds West 30.00 feet; thence South 85 degrees 08 minutes 32 seconds East 325.16 feet along the existing south right of way line of East Faries Parkway per said Book 501, Page 28; thence North 89 degrees 06 minutes 39 seconds East 387.67 feet along the south right of way line of East Faries Parkway per said Book 300, Page 72; thence South 0 degrees 32 minutes 07 seconds East 22.33 feet; thence South 89 degrees 11 minutes 55 seconds West 252.81 feet to the east line of said Lot One (1), also being the west line of said Lot Two (2); thence South 0 degrees 02 minutes 59 seconds West 37.00 feet along said east line; thence South 89 degrees 33 minutes 23 seconds West 711.73 feet; thence South 44 degrees 49 minutes 06 seconds West 31.29 feet; thence South 0 degrees 20 minutes 21 seconds West 371.76 feet; thence South 89 degrees 58 minutes 29 seconds West 57.33 feet to the west line of said Lot One (1); thence North 0 degrees 11 minutes 07 seconds West 471.10 feet, along said west line, to the Point of Beginning. Said parcel contains 2.015 acres, more or less.

Parcel 04-13-08-126-001

Permanent Easement needed for Erosion Control

A part of Lot One (1) of Clark's Subdivision as per Plat recorded in Book 300, Page 72 of the Records in the Recorder's Office of Macon County, Illinois and described as follows:

Commencing at an Illinois Department of Transportation Vault found at the northwest corner of Section 8, Township 16 North, Range 3 East of the Third Principal Meridian per Monument Record recorded as Document 1894076 of the records aforesaid; thence, along bearings reference to the Illinois State Plane Coordinate System, NAD83 (2011 Adjustment), East Zone, North 89 degrees 06 minutes 39 seconds East 1313.41 feet, along the north line of the Northwest Quarter of said Section 8, to the northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 8, said point being the intersection of the northerly extension of the west line of said Lot 1 with said north line; thence South 0 degrees 11 minutes 07 seconds East 82.76 feet along said northerly extension and said west line of said Lot 1; thence North 89 degrees 33 minutes 23 seconds East 290.24 feet to the Point of Beginning; thence continue North 89 degrees 33 minutes 23 seconds East 130.00 feet; thence South 0 degrees 26 minutes 37 seconds East 50.00 feet; thence South 89 degrees 33 minutes 23 seconds West 130.00 feet; thence North 0 degrees 26 minutes 37 seconds West 50.00 feet to the Point of Beginning. Said parcel contains 0.149 acres (6500 square feet), more or less.

Parcel 32g:

Parcel 04-13-06-476-003

Temporary Easement needed for Ditch Construction and Grading

A part of Vacated East Garfield Avenue recorded in Book 4163, Page 285, as Ordinance Number 2011-40, of the Records in the Recorder's Office of Macon County, Illinois, described as follows:

The east 60 feet of said Vacated East Garfield Avenue. Said parcel contains 0.083 acres (3600 Square Feet), more or less.

Section 2. That there is hereby authorized the expenditure of \$398,600 of State Motor Fuel Tax funds for the purpose of purchasing said property with an expected \$318,880 reimbursement from the Illinois Competitive Freight Program.

PRESENTED and ADOPTED this 1st day of March, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

KIM ALTHOFF, CITY CLERK

APPENDIX A

PRIOR COUNCIL ACTION:

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

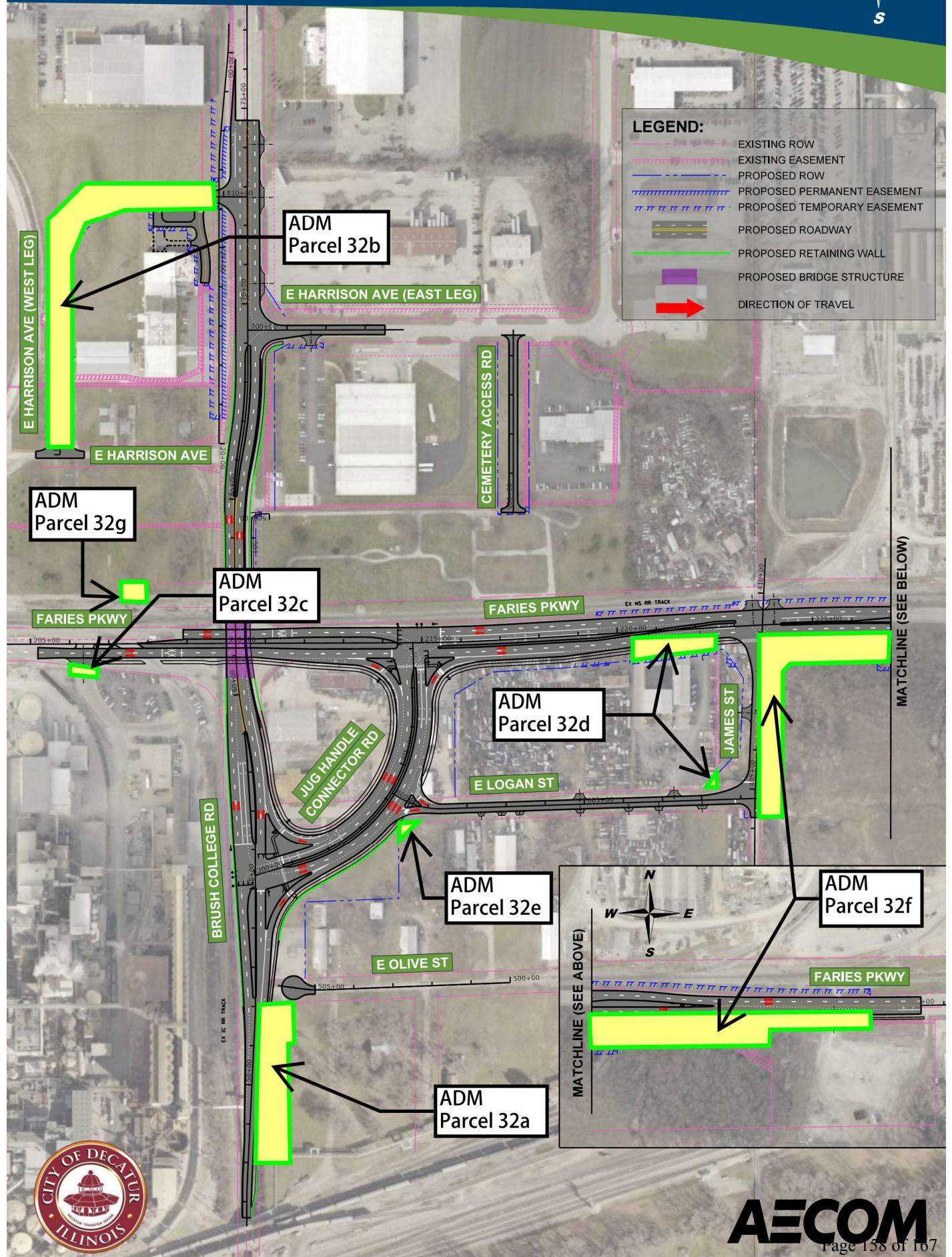
Funds for land acquisition for the Brush College Road Improvement Project utilizing the remainder of the City's Illinois Jobs Now! grant which is \$2,006,014. The agreement amount includes the payment of 100% of the land acquisition services agreement with CMT for \$168,375 and the remainder will be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

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

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

27. **May 4, 2020** – City Council approved Resolution R2020-70 authorizing Amendment #2 to the Local Public Agency Agreement for Federal Participation for the relocation of utilities and the purchase of right of way for the Brush College Road / Faries Parkway railroad grade separation. The Amendment authorizes an additional \$1,390,000 in Grade Crossing Protection Funds.
28. **September 8, 2020** – City Council approved Resolution R2020-119, authorizing Supplement #1 of \$576,078 for a total design fee of \$3,925,745, with \$3,350,000 being reimbursed by the Freight Program, to the professional engineering services agreement between the City of Decatur and AECOM Technical Services, Inc., to perform design services for the Brush College Road/Faries Parkway railroad grade separation project.
29. **September 8, 2020** – City Council approved Resolution R2020-120 authorizing Supplement #1 to the Preliminary Engineering Services Agreement for Federal Participation between the City of Decatur and AECOM Technical Services, Inc.
30. **January 4, 2021**- City Council approved Resolution R2021-01 authorizing the purchase of 2112 N Brush College Road for \$57,100 in State Motor Fuel Tax funds with an expected \$45,680 reimbursement from the Illinois Competitive Freight Program.
31. **February 1, 2021**- City Council approved Resolution R2021-13 authorizing the purchase of property and temporary easements on the Northeast Corner of North Brush College Road and Faries Parkway for \$13,840 in State Motor Fuel Tax funds with an expected \$11,072 reimbursement from the Illinois Competitive Freight Program.

Project Plan



City Clerk

DATE: 2/21/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointment - Decatur Housing Authority

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointment of Kirstin Carr to the Decatur Housing Authority board.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Kristin Carr

Decatur Housing Authority

8/29/2025

DATED this 1st day of March, 2021.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-
RESOLUTION APPROVING APPOINTMENT

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

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

PRESENTED AND ADOPTED this 1st day of March, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of March, 2021.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 2/22/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Reappointment - Decatur Housing Authority

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the reappointment of Jennifer Sykes to the Decatur Housing Authority board.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

Jennifer Sykes

Decatur Housing Authority

8/29/2024

Dated this 1st day of March, 2021.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
RESOLUTION APPROVING REAPPOINTMENT

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

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

PRESENTED AND ADOPTED this 1st day of March, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of March, 2021.

Julie Moore Wolfe, Mayor

City Clerk

DATE: 2/23/2021

MEMO:

TO: Mayor Julie Moore Wolfe
City Council Members

FROM: Scot Wrighton, City Manager
Kim Althoff, City Clerk

SUBJECT: Resolution Approving Appointments - Human Relations Commission

SUMMARY RECOMMENDATION: Council is asked to pass the proposed Resolution approving the appointments of Anay Hunt and Gina Taylor to the Human Relations Commission.

ATTACHMENTS:

Description	Type
Resolution	Resolution Letter

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

Consent of the Council is hereby requested for the appointments by the Mayor of the following named as members of the board or commission set opposite their respective names, to serve a term expiring upon the date set opposite their respective names or until their respective successors are appointed and qualified:

Anay Hunt	Human Relations Commission	8/1/2022
Gina Taylor	Human Relations Commission	8/1/2023

DATED this 1st day of March, 2021.

Julie Moore Wolfe, Mayor

RESOLUTION NO. R2021-_____
RESOLUTION APPROVING APPOINTMENTS

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

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

PRESENTED AND ADOPTED this 1st day of March, 2021.

Julie Moore Wolfe, Mayor

ATTEST:

City Clerk

TO THE COUNCIL OF THE CITY
OF DECATUR, ILLINOIS:

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

DATED this 1st day of March, 2021.

Julie Moore Wolfe, Mayor

SUBJECT: Resolution Designating Representative of the City of Decatur, Illinois for Negotiating Terms and Conditions of a "Defederalization" Agreement Between the City of Decatur and the U.S. Economic Development Administration

ATTACHMENTS:

Description	Type
Memo	Cover Memo
Resolution	Resolution Letter

February 25, 2021

TO: Mayor Julie Moore Wolfe & Members of the Decatur City Council

FROM: Scot Wrighton, City Manager

RE: Revolving Loan Fund Defederalization

For many years the Community Development Corporation of Decatur (CICD) has administered low-interest revolving loan funds (RLFs) to help small businesses and new start-ups. The revolving fund was first created using money from the U.S. Economic Development Administration (EDA), and as a consequence is subject to rules and audits of the Federal Government. The CICD has its own loan review committee and has made numerous loans over the years. Lately the CICD's RLF has not seen as much use of these loan funds because the low interest rate is not worth the cost of compliance with EDA loan rules, so some prospective loan recipients elect to seek project financing from alternative sources.

Recently the EDA elected to permit certain long-standing RLFs to "defederalize", meaning as long as the host local government agrees to certain general requirements,* the Federal Government will end its traditional oversight. Theoretically, this could mean that the RLF's resources are more widely used and accessed in the future.

The city and the CICD are still researching the process for defederalizing the local RLF and how this change could enhance the support provided by the city and the CICD to local small businesses and start-up ventures, and to what extent the city can develop its own rules for issuance of RLF borrowing. Any change will require a formal agreement and resolution of participation between the city and the EDA, which must be subsequently approved by the City Council later in 2021. In the meantime, since the CICD has long served as the administrator of the RLF, I recommend that their executive director be designated as the city's authorized agent for purposes of developing and negotiating a "defederalization" agreement. The EDA requires that this designation be formalized by City Council resolution for this process to continue. The CICD Executive Director is Jim Seaberg.

RESOLUTION NO. 2021-_____

**RESOLUTION DESIGNATING REPRESENTATIVE OF THE CITY OF DECATUR, ILLINOIS FOR
NEGOTIATING TERMS AND CONDITIONS OF A “DEFEDERALIZATION” AGREEMENT BETWEEN
THE CITY OF DECATUR AND THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION**

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

WHEREAS, “defederalization” of the city’s current revolving loan fund will advance the economic development objectives of the city; and

WHEREAS, the City of Decatur wishes to continue using its revolving loan fund to help qualified small and start-up businesses, promote local economic development, and do so in accordance with the general goals and guidelines of the U.S. Economic Development Administration; and

WHEREAS, the Community Development Corporation of Decatur (CICD) has administered the revolving loan program for many years and is expected to continue doing so in the future; and

WHEREAS, James Seaberg currently serves as the President and Executive Director of the Community Development Corporation of Decatur (CICD);

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

Section 1: For purposes of developing a suitable agreement between the City of Decatur and the U.S. Economic Development Administration for “defederalization” of the local revolving loan fund, James Seaberg is authorized and directed to represent the City of Decatur.

Section 2: The City Manager is authorized and directed to execute those documents and make representations to and with the U.S. Economic Development Administration to fully implement this assignment.

PRESENTED AND ADOPTED this 1st day of March, 2021.

JULIE MOORE WOLFE, MAYOR

ATTEST:

CITY CLERK