

RESOLUTION NO. _____

**RESOLUTION ACCEPTING THE BID AND AUTHORIZING THE EXECUTION
OF A CONTRACT WITH LOURASH AND MAHANNAH EXCAVATION, LLC,
FOR THE OAKLEY SEDIMENT BASIN DRAINAGE IMPROVEMENTS,
PROJECT NO. 2022-04**

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

Section 1. That the tabulation of bids received for City Project 2022-04, Oakley Sediment Basin Drainage Improvements, and presented to the Council herewith be received and placed on file.

Section 2. That the bid of Lourash and Mahannah Excavation, LLC, in the amount of \$364,140.00 be, and it is hereby accepted, and a contract awarded, accordingly.

Section 3. That the Mayor and City Clerk be, and they are hereby authorized and directed to execute a contract between the City of Decatur, Illinois, and Lourash and Mahannah Excavation, LLC, attached hereto as Exhibit A and made a part hereof, for said work, in the amount of \$364,140.00.

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

PRESENTED and ADOPTED this 1st day of April 2024.

Julie Moore Wolfe, Mayor

ATTEST:

Kim L. Althoff, City Clerk

Exhibit A

CONTRACT

THIS CONTRACT, made and entered into this ___ day of _____, _____, by and between the City of Decatur, Illinois, hereinafter called "Owner", and _____ hereinafter called the "Contractor".

WITNESSETH:

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

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with "**OAKLEY SEDIMENT BASIN 2024 DRAINAGE IMPROVEMENTS, City Project 2022-04**", 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. **The Completion Date for this project is NOVEMBER 30, 2024.** The Contractor shall complete all work subject to the date on or before the specified date.
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

Special Provisions
Project Drawings
Standard Drawings
Special Conditions
General Conditions
Supplemental Specifications
Standard Specifications
Appendices

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. Contract
3. Addenda
4. Special Provisions
5. Project Drawings
6. Standard Drawings
7. Appendices to the Project Manual
8. Special Conditions
9. General Conditions
10. Supplemental Specifications
11. Standard Specifications

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

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

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

ATTEST:

CITY OF DECATUR, ILLINOIS

CITY CLERK

By _____
MAYOR

CONTRACTOR

SECRETARY (Corporate Seal)

By _____
PRESIDENT

RETURN WITH BID

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

for
**OAKLEY SEDIMENT BASIN 2024 DRAINAGE IMPROVEMENTS
CITY PROJECT 2022-04**

Bidder will complete the Work in accordance with the Contract Documents for the following bid prices:

BASE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
1	21400100 GRADING AND SHAPING DITCH	LF	20415	# 11. ⁰⁰	# 224,565. ⁰⁰
2	X5030015 OUTLET STRUCTURE	EA	3	# 14,500. ⁰⁰	# 43,500. ⁰⁰
3	28000315 AGGREGATE DITCH CHECK	EA	7	# 4,900. ⁰⁰	# 34,300. ⁰⁰
4	X4023000, ACCESS RAMP	EA	2	# 2,500. ⁰⁰	# 5,000. ⁰⁰
5	X5420636, PIPE CULVERT INSTALLATION, CLASS C, TYPE 2, 36" SALVAGED PVC	LF	100	# 10. ⁰⁰	# 1,000. ⁰⁰
6	25000314, SEEDING, TYPE 4B	AC	16.5	\$ 350. ⁰⁰	\$ 5,775. ⁰⁰
7	ALTERATIONS, CANCELLATIONS, EXTENSIONS, DEDUCTIONS AND EXTRA WORK	EACH	1	\$ 30,000. ⁰⁰	\$ 30,000. ⁰⁰
TOTAL BASE BID					# 344,140. ⁰⁰

TOTAL BASE BID IN WORDS

THREE HUNDRED FORTY FOUR THOUSAND ONE HUNDRED FORTY AND NO/100

RETURN WITH BID

The BIDDER agrees to accept as full payment for the work proposed as an additive or deductive alternate under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of quantities and costs and the following Alternate Bid Item Price. The BIDDER agrees that the alternate bid item price represents a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Additive or Deductive Alternate Bid prices are not to be included in the Total Lump Sum Bid Amount. The Owner may or may not accept any or all of the Additive or Deductive alternate bid items, with the base bid work at the owner's sole discretion.

ALTERNATE BID

WORK ITEM	DESCRIPTION	PAY UNIT	QTY	UNIT PRICE	EXTENSION
A.1	X0426200, DEWATERING	DAY	5	\$ 4,000.00	\$ 20,000.00
TOTAL ALTERNATE BID					\$ 20,000.00

TOTAL ALTERNATE BID IN WORDS Twenty Thousand AND NO/100 _____