

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>PRIMIER 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 #:

37-0901663

Business Address &
E-mail Address

(If a Co-Partnership)
Firm Name

(SEAL)

By:

Business Address &
E-mail Addresses

Names of All Members of
Firm

(If a Corporation)
Corporate Name

DUNN COMPANY, A
DIVISION OF TYROLT, INC.

(SEAL)

By:

David W. Tyrolt
DAVID W. TYROLT Vice-President

Business Address &
E-mail Addresses

124 N. MERCER STREET
DECATUR, IL 62522

Names of Officers

david.tyrolt@dunnco.com

DAVID W. TYROLT
President

ROBERT E. DUNN
Secretary

DAVID 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>\$ 847.20</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.

<input type="checkbox"/>	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)
<input type="checkbox"/>	No subcontracting or purchase of goods, materials or equipment opportunities exist. (Attach explanation)
<input type="checkbox"/>	The award of subcontract(s) or purchase of goods, materials or equipment is impracticable. (Attach explanation)
<input checked="" type="checkbox"/>	Other – (State reason and attach explanation) PLEASE SEE ATTACHED LETTER.
<input type="checkbox"/>	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

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DISAPPROVED
-----------------------------------	--------------------------------------

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

<input type="checkbox"/>	The project is essential for City operations.
<input type="checkbox"/>	Emergency circumstances require a waiver.
<input type="checkbox"/>	Evidence of a good faith effort by the contractor.
<input type="checkbox"/>	The contractor will self-perform all work and will not subcontract any portion of the project.
<input type="checkbox"/>	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:	<input type="checkbox"/> MBE	<input type="checkbox"/> Non-MBE	Status: <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE
		Contract Amount:	
Will the scope of work change?	<input type="checkbox"/> Yes	<input type="checkbox"/> 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:	<input checked="" type="checkbox"/> 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: ☒ Armar Washington - SMOODIES TRUCKING, INC.

Address: ☒ 849 E Decatur Decatur IL 62521

Phone: ☒ 217 521 4486

Contact Person: ☒ Armar Washington

Email: ☒ ArmarWashington@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. TYHOLT
Title	Date
PRESIDENT	02-18-2021

Minority Business Enterprise Signature	Print
<input checked="" type="checkbox"/> Smoodie's trucking armar Washington	<input checked="" type="checkbox"/> Armar Washington
Title	Date
<input checked="" type="checkbox"/> Owner operator	<input checked="" type="checkbox"/> 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.

<input type="checkbox"/>	MBE Goal of 10% <u>has been</u> reached
<input type="checkbox"/>	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
<input type="checkbox"/>	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)
<input type="checkbox"/>	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
<input type="checkbox"/>	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

NON-COLLUSION AFFIDAVIT

RETURN WITH BID

STATE OF ILLINOIS

COUNTY OF MAZON

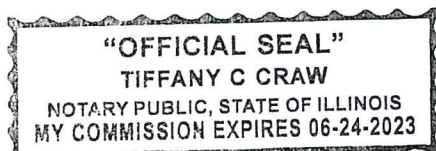
DAVID W. TYROLT, being first duly sworn, deposes and says that they are PRESIDENT (sole owner, partner, president, secretary, etc.) of DUNN COMPANY, A DIVISION OF TYROLT, INC. the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, 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**

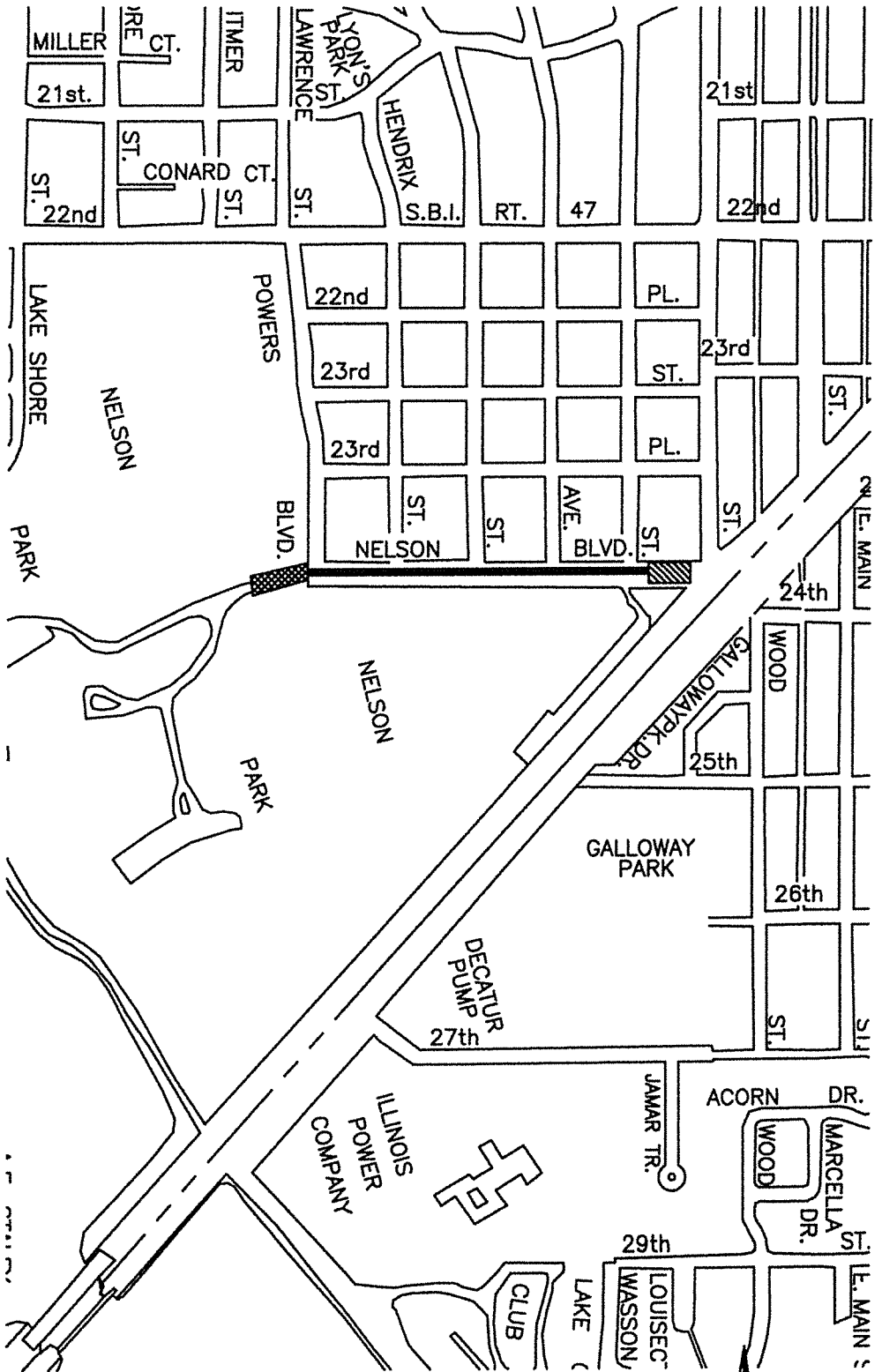
Page No	Description
1	Cover Sheet
2	Index of Sheets
3	Project Locations
4	Summary of Quantities
5-8	Project Location Maps
9-19	Schedules of Quantities
20-23	Typical Sections
24	Curb Ramp Typical G
25-32	Nelson Blvd Cross Sections

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

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Length (Ft)</u>	<u>Design Mix</u>
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)	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)
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

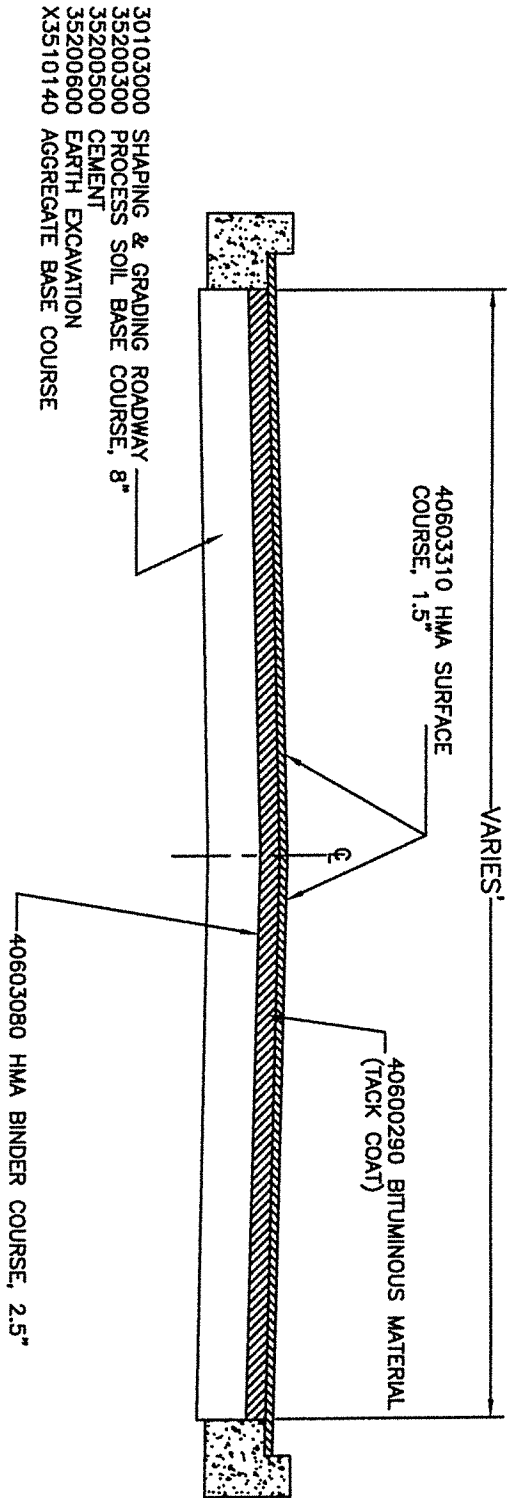
60255500 MANHOLES TO BE ADJUSTED

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

60300105 FRAMES AND GRATES TO BE ADJUSTED

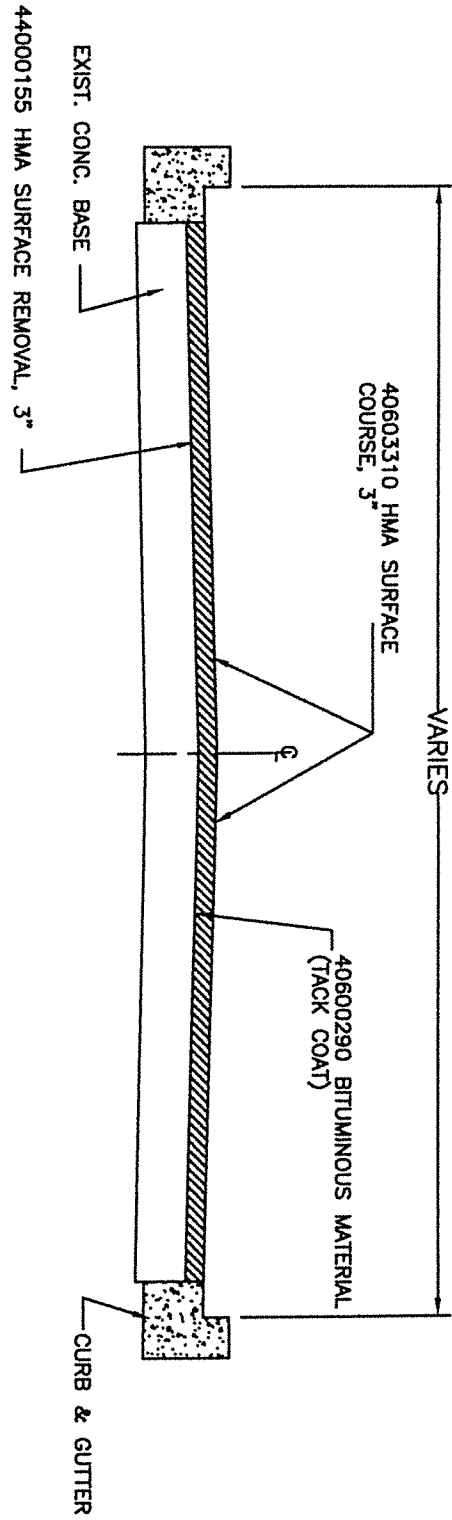
60300410 VALVE BOX FRAMES TO BE ADJUSTED WITH NEW FRAMES

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

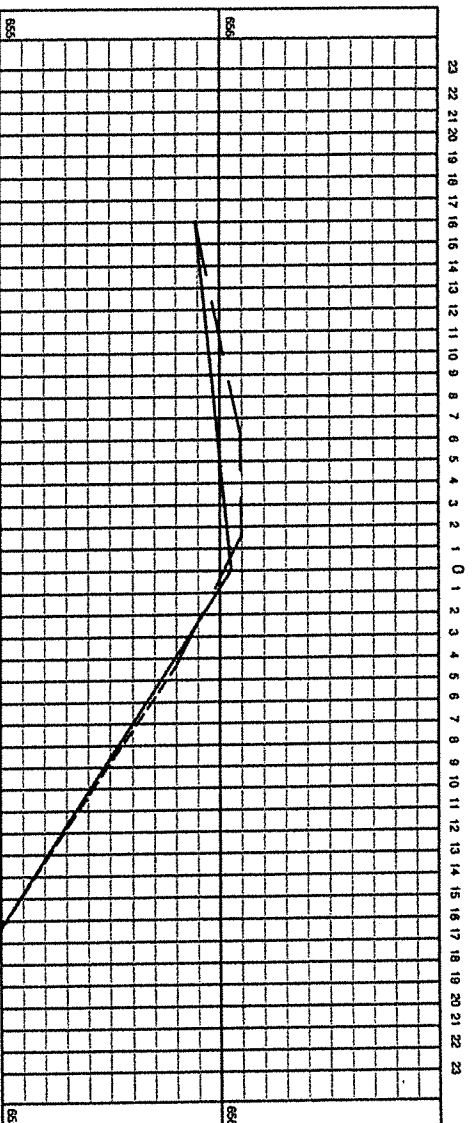


STREET	FROM	TO	LENGTH (FT)	WIDTH (FT)	RETURNS (SY)	AREA (SY)
E. Marietta St	Water St (Sta 40+15)	PCC Pavement (Sta 41+74)	159.00	28.00	11.11	505.78
E. Marietta St	Warren St (Sta 50+00)	MLK JR Dr (Sta 56+40)	640.00	30.00	104.72	2,238.05
E. Orchard St	Water St (Sta 60+15)	PCC Pavement (Sta 62+88)	273.00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



c:\curs\cours\mon-intro\AUTOCAD\STANDARD\standards 2003\Std304.dwg\Wed, 30 Apr 2003 - 10:47am



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

STANDARD #3044

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.

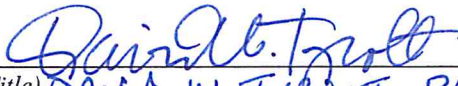
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

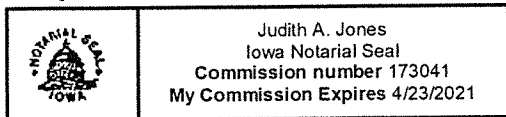
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

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



DUNNCOM-01

MMASSEY

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	NAIC #
	INSURER A : West Bend Mutual Insurance Company	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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		A210838	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> 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	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	A210843	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	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)
By: _____
(Signature & Title)
Attest: _____
(Signature & Title)

(Company Name)
By: _____
(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 Clerk

City Council
City of Decatur, Illinois

Julie Moore Wolfe, Mayor