

# INVITATION TO BID



**CITY OF DECATUR  
PURCHASING DIVISION - 1ST FLOOR  
#1 GARY K. ANDERSON PLAZA  
DECATUR, ILLINOIS 62523  
(217) 424-2762**

**BID NUMBER: #PUR2024-03**

**BID TITLE: DEMOLITION OF PROPERTY  
DURFEE SCHOOL  
1222 E. GRAND AVE.  
and  
COPPENBARGER SCHOOL  
1500 E. Condit**

**BID DATE AND TIME: MARCH 26, 2024  
10:00 A.M.**

**Pre-Bid Meeting  
March 15, 2024  
2:00 P.M.**

## NOTICE TO BIDDERS

The City of Decatur will receive sealed bids for demolition of property for Durfee School, located at 1222 E. Grand Ave. Decatur, IL and Coppenbarger School, located at 1500 E. Condit, Decatur, IL.

Bids will be accepted until 10:00 a.m., Central Time, on March 26, 2024 at the City of Decatur, Purchasing & Internal Services Division, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523 at which time they will be publicly opened and read. Bids shall be submitted to the Purchasing Office on the first floor of the Civic Center.

All bids must be marked in the bottom left-hand corner with the following: "SEALED BID FOR DEMOLITION OF PROPERTY - DURFEE AND COPPENBARGER SCHOOLS, #PUR2024-03." Specifications and proposal forms may be obtained from the Purchasing Office on the first floor of the Civic Center.

A pre-bid meeting for the project will be held at the Economic and Community Development Conference Room- 3rd floor, Civic Center, 1 Gary K Anderson Plaza, Decatur, IL 62523 at 2:00 p.m. on March 15, 2024. In response to questions arising at the meeting, minutes of the meeting will be distributed to the bidders. Attendance at the meeting is strongly recommended but not required.

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 instruction for bidders. The Council further reserves the right to award the contract to the bidder which, in the opinion of Council, will best serve the public interest, and the criteria listed herein shall be subordinate to the discretion of Council with regard thereto. 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.

Illinois Human Rights Act applies.

Questions regarding these specifications should be directed to Kelly Harrison at (217)424-2762.

City of Decatur  
Kelly Harrison  
Procurement Officer  
March 7, 2024

## TERMS & CONDITIONS

### 001 GENERAL INFORMATION

The enclosed specifications constitute the complete set of specification requirements and bid forms. Bidders should thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents. Each bidder by making a bid represents that the bidder has read and understood the bidding documents and has bid in accordance therewith. Failure on the part of the bidder to comply with all of the instructions could result in the bid being disqualified.

The bid is to be filled out entirely, signed and the entire document sealed in an envelope with the bid number and title on the outside and mailed or delivered in person to the Purchasing Division on or before the specified time.

For information concerning this bid please contact:

City of Decatur  
Purchasing & Internal Services Division  
#1 Gary K. Anderson Plaza  
Decatur, Illinois 62523-1196  
(217) 424-2762

### 002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by the City of Decatur. NO OTHER FORMS WILL BE ACCEPTED. Bids not submitted on the attached bid form shall be rejected. Bid proposals or vendor quotation forms will not be accepted. The form should be filled out in ink or typewritten. (Do not include more than one bid per envelope).

Extreme care should be taken in completing the bid form, including proper bid identification as it becomes the actual contract if you are awarded the bid. When necessary this form may contain any trade-in information. This form can also be used to provide an alternate proposal so long as it meets the technical specification. If you fail to name a substitute it will be assumed that you are bidding on the commodities or service identical to the bid standard.

003 BID IDENTIFICATION

Once your bid is completed it should be placed in an envelope and sealed. It is the bidders responsibility to ensure that bids are sealed prior to delivery to the Purchasing Division. The following information must be clearly shown on the outside of the sealed bid envelope: vendor name and address, bid title and/or bid number. If the bid is not properly identified, it will be disqualified since it will have to be opened to determine the proper requisition and opening date.

The exception would be for an informal quotation - the due date and item description should appear on the envelope.

When bids are submitted through a courier service, each bid must be sealed in the envelope with all required information identified above and placed inside the courier envelope.

004 BID SIGNATURE

The bid signature page must be returned with your bid. This page should be filled out entirely and signed in ink by an authorized representative or agent of the company submitting the bid. An unsigned bid could be automatically disqualified, even if the bidder or his representative is present at the bid opening on the day and time specified in the Invitation to Bid.

005 BID SUBMISSION

Formal bids submitted through a facsimile machine or telephone as well as electronically submitted bids such as email, texts, etc. are not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotations which may be faxed or emailed.

006 F.O.B. POINT

All prices quoted herein will be on an F.O.B. Destination basis: Decatur, Illinois. Bid proposals showing other than F.O.B. Destination will not be accepted. Exact delivery location of building will be indicated on the purchase order.

007 DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order in space provided. Delivery shall be Monday thru Friday, 8:00 a.m. to 4:00 p.m. excluding City of Decatur holidays.



008 FREEDOM OF INFORMATION ACT

Effective January 1, 2010: All documents and records in the possession of contractors, sub-contractors, and any other person employed by the contractor or sub-contractor to perform a governmental function on the City's behalf and directly related to the governmental function are subject to the Illinois Freedom of Information Act. The contractor or successful bidder shall agree to cooperate fully with the City to ensure the City's compliance with the Freedom of Information Act and agrees to hold the City harmless and indemnify it for any failure to so comply.

009 DURATION OF AGREEMENT

Unless otherwise stated, the price and conditions stated in this bid shall be in effect for a period of one year from the date of issuance of a notice to proceed, or date of executed contract, whichever is later.

010 PROTECTION AGAINST PRICE INCREASE

The prices quoted shall not be subject to increase at any time during the contract period or any contract extension period.

011 QUANTITIES

The City of Decatur specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder. The City reserves the right to purchase additional quantities at the price bid for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be noted "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months unless otherwise stated.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variances to the specifications, terms and conditions, no matter how slight. If variations are not stated in the proposal, it shall be construed that the bid fully complies with the specifications, terms and conditions.

013 BID CONTACT

Direct contact with City Departments other than Purchasing on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Purchasing Supervisor or designated representative.

014 QUALIFICATIONS OF BIDDER

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City 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.

015 WARRANTY

The successful bidder shall fully warranty all goods and services proposed against defects. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace same at no cost to the City immediately upon notice.

If an extended warranty beyond one year is required, the period of time will be specified.

All equipment supplied shall contain complete maintenance instructions and parts list.

016 NON-COLLUSION

The bidder must completely fill out the non-collusion affidavit attached and have it properly notarized.

017 VENDOR DEFAULT

The City of Decatur shall not accept bids from or award contracts to any person, firm, or corporation who is default on any obligation (ie: payment of taxes, license or other monies) to the City.

018 ADDENDA & CHANGES

Addenda are written documents issued by the City prior to the date for receipt of bids which modify or interpret the bidding documents by addition, deletions, clarification or corrections. During the course of a Invitation to Bid procedure changes may take place affecting the terms and conditions or the specifications of the bid.

If this is the case, a written addendum will be sent certified mail to all vendors who received the Invitation to Bid. The addendum will be on green colored paper.

019 BID OPENING

All formal bids are opened in public by the Purchasing Supervisor or designated representative, at the stated time, date, and place included in the Invitation to Bid. Bidders, interested reporters and the public are allowed and encouraged but not required to attend the formal bid opening. The bidder's name and amount of each bid are read aloud and recorded. No decisions relating to the award of the contract will be made at the opening.

020 LATE BIDS

The bid time will be and must be carefully observed. The responsibility of getting the bid to the City of Decatur Purchasing Division on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Purchasing Division after the time and date specified for opening must be rejected unopened, except in those rare cases where a bid has been misplaced or mishandled after receipt. Late bids will be returned unopened to the bidder along with a letter notifying the bidder the bid was automatically disqualified because of being declared late.

021 CHANGES, ALTERATIONS & ERASURES

All changes, alterations and erasures made by the bidder prior to submission of the bid must be initialed by the bidder in ink next to such change, alteration or erasure.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. In case of mistakes between unit price and the extension, the unit price shall govern.

023 BID ERRORS

Your bid is your firm offer to enter into contract with the City of Decatur. However, if an error is discovered you must notify the Purchasing Supervisor immediately.

Changes & Withdrawals Prior to Bid Opening - If the bidder wants to withdraw the bid, a written request must be submitted prior to the specified bid opening. The written request must be specific as to the errors and under no circumstances will changes in the bid be allowed.

Changes & Withdrawals After Bid Opening - After the bid opening, but before the awarding of a contract, a bidder may request withdrawal of its bid. This must be done in writing within two business days after the bid opening procedures. The bid can be withdrawn only on the grounds an obvious mistake can be documented by such things as vendor work sheets, supplier quotes, etc. If a bid bond was tendered with this bid, the City of Decatur will exercise its right of collection. If a bid is withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

024 TIE BIDS

A tie bid occurs when two or more bids received are for the same unit price and are of equal quality. In the case of a tie bid consideration will be given to past performance of the vendor, locality, delivery time, etc.

025 BID TABULATION

Bidders desiring a copy of the bid tabulation of this Invitation to Bid may request same by enclosing a self-addressed stamped envelope with their bid. Every effort will be made to mail the tabulation in a timely manner. Bid tabulations will not be provided by telephone.

026 POSTING OF TABULATION

Bid tabulations with recommended awards will be posted for review by interested persons at the Purchasing Office prior to the submission through the appropriate approval process to the City Council, for award and will remain posted for a period of 72 hours.

027 MAINTAINING BID STATUS

To be retained on the active bidders list, bidders MUST respond to the Invitation to Bid. To protect your status as an active bidder, please complete and return the bid proposal form indicating a "NO BID" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.



028 BID EVALUATION

The bids are carefully examined by the Purchasing Division as well as the user department(s). The low bid must meet any surety requirements and technical specifications that are required. Bids may be disqualified for failure of the commodity or service offered to meet the specifications in the Invitation to Bid. Unbiased judgment is used when making a recommendation.

029 BID AWARD

The contract will be awarded to the lowest and best responsive and responsible bidder meeting specifications. A responsible bidder is one whose reputation, past performance, business and financial capabilities are judged by the City to be capable of satisfactorily performing contractual obligations.

030 REJECTION OF BIDS

Failure on the part of the bidder to comply with the instructions may result in bid rejection and/or cancellation of orders without liability to the City. The City may however reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of the bid. The City may also waive any informalities or irregularities in any bid.

031 NOTICE TO PROCEED

A signed purchase order will be the Contractor's authorization to proceed.

032 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for an additional 12 months if agreed to in writing by both parties at least thirty days prior to the termination of the last year of the contract. Renewal of this contract shall be subject to appropriation of funds by the City Council.

033 AVAILABILITY OF FUNDS

The contractual obligation of the City under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

034 TERMINATION OF CONTRACT

The City of Decatur may terminate the contract if it is found the supplier failed to perform his services in a manner satisfactory to the City of Decatur as per the specifications. The City will notify the supplier in writing of the intent to terminate the contract.

The City of Decatur reserves the right to terminate the contract without showing cause upon giving a 30 day written notice to supplier.

035 PACKING LIST

Packing lists showing the City of Decatur purchase order number must be furnished with each shipment.

036 PAYMENT & INVOICES

Full payment will be made only after receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to the City of Decatur, Accounts Payable, #1 Gary K. Anderson Plaza, Decatur, Illinois, 62523. No payments will be issued prior to the receipt and acceptance of commodities and services by the City of Decatur's authorized representative. Invoices should be exact as to the correct quantity, size, grade, description, unit and total price as stated on the purchase order. All invoices must include the purchase order number. The City issues payment for invoices on the first business day of each month for all invoices received the previous month.

037 PARTIAL PAYMENT

Partial payments are normally not made. The exception is when a long delay is expected for back orders after the majority of the order is complete. The long delay must be noted in the bid. Partial billing will be accepted only after the approval of the Purchasing Supervisor. Back orders should be noted on the invoice submitted.

038 TAXES

The City of Decatur does not pay Federal Excise and State Sales tax. See exemption number on face of purchase order. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the City for their purchase of goods or services, used in work or goods supplied to the City.

039 PUBLIC RECORD

Once the bid is awarded it will become a public document. The bid documents may be viewed after filling out the required Freedom of Information paperwork. The files may be examined during normal business hours by appointment. If copies of the documents are desired there will be a minimal fee charged to cover the photocopy costs.

040 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiled Statutes), all suppliers of products deemed to be toxic in substance, as published annually in the Illinois Register are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

041 FAIR EMPLOYMENT PRACTICES

The contractor and all sub-contractors hereunder must comply with the provisions of the Illinois Human Rights Commission's Rules and Regulations for public contracts and the Equal Employment Opportunity Clause attached hereto and marked "Exhibit A".

042 LICENSES & PERMITS

It shall be the responsibility of the successful bidder to obtain at no additional cost to the City of Decatur any and all licenses and permits required to complete this bid. These licenses and permits shall be readily available for review by the Purchasing Supervisor or designated representative.

048 CERTIFICATE OF INSURANCE

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

WORKERS COMPENSATION and EMPLOYERS LIABILITY:

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

Employers Liability	
a. Each Accident	\$500,000
b. Disease – policy limit	\$500,000
c. Disease – each employee	\$500,000

COMMERCIAL GENERAL LIABILITY

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

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

COMMERCIAL AUTOMOBILE LIABILITY:

Bodily Injury & Property Damage, Combined Single Limit	\$1,000,000
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The policy shall cover owned, nonowned, and hired vehicles.



#### CERTIFICATE:

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

#### NOTICE:

It shall be an affirmative obligation upon the contractor to advise the City's Purchasing Division at Fax No. (217)-424-2772, or mail to Purchasing, #1 Gary K. Anderson Plaza, Decatur, IL 62523, within two days of the cancellation or substantive change of any insurance policy set out above, and failure to do so shall be construed to be a breach of the contract.

#### 049 HOLD HARMLESS CLAUSE

The contractor will hold the City harmless from all claims, suits, actions, damages or causes of action in any way arising during the term of the agreement, including reasonable attorney's fees for any personal injury, loss of life or damage to person or property sustained by reason of or as a result of the products or services supplied. Contractor's insurance will be primary.

#### 050 PREVAILING WAGE RATES

Public Act 100-1177:

This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage requirements and notice and record keeping duties.

**This is a SAMPLE of the contract you will sign if awarded the demolition of a property in this bid.**

## **AGREEMENT**

THIS AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between \_\_\_\_\_ hereinafter called the Contractor, and THE CITY OF DECATUR, ILLINOIS, hereinafter called the City.

WITNESSETH, that the Contractor and the City for the consideration stated herein mutually agree as follows:

### **1. STATEMENT OF WORK**

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment and services and in an efficient and workmanlike manner perform and complete the work specified in Exhibit C hereto attached and hereby made a part of this agreement; all in strict accordance with the technical specifications contained therein and which form a part of this contract as fully as if they were herein repeated.

### **2. THE CONTRACT PRICE**

The City will pay the Contractor for performance of the contract, in current funds, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_). The City before making payment may require the contractor to furnish releases or receipts from any or all persons performing work and supplying material or services to the Contractor, or any subcontractor, for work under this contract if it is deemed necessary to protect its interests.

### **3. SUBCONTRACTS**

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has received from the City written approval of such agreement or permission other than those subcontracts required under Federal, State and local laws, ordinances, codes and regulations.

### **4. PERMITS AND CODES**

The contractor shall give all notices required by, and shall comply with all applicable Federal, State, and local laws and ordinances, codes, and regulations; and shall obtain a permit for all work described herein for which such a permit is required.

### **5. CARE OF WORK**

The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in the connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance whether or not the same has been covered in whole or in part by payments made by the City.

### **6. IDEMNIFICATION OF THE CITY OF DECATUR**

The Contractor shall indemnify and save harmless, the City of Decatur, Illinois from liability for any injury or damages to persons or property resulting from his prosecution of work under the contract or failure to comply with any of the conditions or provisions of this contract.



**This is a SAMPLE of the contract you will sign if awarded the demolition of a property in this bid.**

**7. INSURANCE**

- a. The Contractor shall carry or require that there be carried Workmen's Compensation for all his employees and those of his subcontractors engaged in work at the various sites in accordance with laws of the State of Illinois.
- b. The Contractor shall carry or require that there be carried Manufacturer's and Contractor's Public Liability Insurance in an amount not less than \$500,000 per occurrence combined single limit for bodily injury and property damage, which insurance shall include contractual liability coverage, to protect the contractor and his subcontractor and the City against claims for injury or death or damage to property due to accidents which may occur or result from operations under this contract. Such insurance shall cover the use of all equipment, hoists and motor vehicles on the site or otherwise engaged in the prosecution of the work required hereunder.

**8. GUARANTEE**

The Contractor shall guarantee the work performed for a period of one year from the date of final acceptance of all the work required by this agreement. Furthermore, the Contractor must furnish the City of Decatur, acting on behalf of the owner, all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the Contract. Any defects that appear within this twelve (12) month period and arise out of defective or improper materials or workmanship shall, upon written direction of the City of Decatur, acting on behalf of the owner, be corrected and made good by the Contractor at the contractor's expense.

**9. INTEREST OF CERTAIN OFFICIALS**

No officer, employee, or member of the governing body of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this contract pertains, shall have any private interest, direct or indirect, in this contract.

**10. EQUAL EMPLOYMENT & BLOCK GRANT PROGRAM PROVISIONS**

During the performance of this contract, the Contractor agrees to comply with the Illinois Human Rights Act attached hereto as Exhibit A. When the total contract exceeds \$2000 Block Grant provisions will apply.

**11. INSPECTION BY CITY**

The City shall have the right to inspect the work at all times and at the completion thereof. City through the representatives designated by it shall determine whether the Contractor has or is complying with the terms hereof and whether the Contractor had completed the work required in accordance with the terms hereof. Decisions of such representatives shall be final.

**12. TIME FOR COMPLETION AND TERMINATION OF CONTRACT**

- a). The work which the Contractor is required to perform under this contract shall commence within fifteen (15) days after the execution of this contract and written authorization to proceed from the City. **NO WORK SHALL BEGIN PRIOR TO RECEIVING WRITTEN AUTHORIZATION TO PROCEED FROM THE CITY.** The work which the Contractor is required to perform under this contract shall be fully completed within ninety (90) consecutive calendar days following execution of this contract and written authorization to proceed from the City. A 1% per day penalty may be assessed for demolition exceeding the ninety (90) days. Such penalty may be set off by the City against any final payment otherwise due and owing under this agreement. City may further delay commencement of

**This is a SAMPLE of the contract you will sign if awarded the demolition of a property in this bid.**

the work by notifying contractor in writing. Thereafter, contractor shall commence work within fifteen (15) days after notice from City canceling the delay.

b). In the alternative, if the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified, or as amended, the City may, by written notice, terminate the Contractor's right to proceed with the work. Upon such termination, the City may take over the work and prosecute same to completion, by contract or otherwise. The Contractor shall be liable to the City for any additional cost incurred by the City in its completion of the work.

### 13. **DEBRIS DISPOSAL**

Contractor will be required to deposit all waste resulting from the demolition in a properly licensed landfill. Proof of asbestos abatement by a qualified abatement firm must be submitted prior to demolition of the structure. (Exceptions limited to those structures deemed structurally unsound where no asbestos survey was conducted prior to bidding or significant decline of the structure after the survey was completed. Written approval by City Official is required prior to demolition.) All documentation required and provided to the City before payment under the terms of this contract.

### 14. **CANCELLATION**

The City reserves the right to terminate this agreement for convenience or any other reason at any time prior to the start of demolition by notifying the contractor in writing without any liability or damages or claim to damages from the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

THE CITY OF DECATUR, ILLINOIS  
Purchasing & Internal Services Division

By: \_\_\_\_\_  
Kelly Harrison  
Procurement Officer

Attachments: Exhibit C



CITY OF DECATUR  
NOTICE TO CONTRACTORS  
PREVAILING WAGE ACT

In submitting your bid or proposal for a public works project for the City of Decatur, which is being paid for wholly or in part out of public funds, or providing services to the City of Decatur, the following shall apply to ensure the City is in compliance with the Illinois Prevailing Wage Act. This contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.* ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor ("the Department") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor and subcontractor has an obligation to check the Department's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Department's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, wage requirements and notice and record keeping duties.

1. The Contractor shall not pay less than the prevailing rate of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works.
2. Any and all contractor's and subcontractors' bonds required by the City of Decatur for your specific project must contain a provision as will guarantee the faithful performance of the Prevailing Wage Act.
3. Any and all contracts or agreements entered into with the contractor or any subcontractor shall also comply with the provisions of the Prevailing Wage Act and contain a stipulation in any bid specifications or contracts requiring compliance with the Act.
4. A copy of the relevant prevailing wage rates shall be posted at a location on the project site that is easily accessible by workers.
5. All contractors and subcontractors must create and keep for a minimum of three (3) years, records of all laborers, mechanics and other workers employed by them on the project. The records shall include:
  - a. Each worker's name, address, telephone number when available, last four digits of social security number, gender, race, ethnicity, veteran status and classification or classifications.
  - b. The number of hours worked each day; and,

This is a SAMPLE of the form you will be asked to sign if you are awarded a demolition location.

c. The starting and ending time of work each day.

6. If the Illinois Department of Labor revises the prevailing rate of hourly wages, the revised rate shall apply.
7. This Notice is not intended to be relied upon by contractors or subcontractors. You should review the Prevailing Wage Act to ensure your compliance and consult with an attorney of your own choosing.

Contractor

Email

Signature

Date

City of Decatur, IL Representative

Date

## REMOVAL OF EXISTING STRUCTURES – EXHIBIT C

### Description of Work

This item shall consist of the removal and satisfactory disposal of existing structures as shown in the plans or as specified herein:

1222 E. GRAND

(Street Address)

Before beginning any work, the contractor shall obtain a Demolition Permit from the City Building Inspections Division and Sewer Capping Permit from the Engineering Division. In addition, the contractor shall notify all utility companies, including the Water Department, of the impending demolition and shall obtain permission from them for disconnecting their services. City reserves the right to delay commencement of, or cancel, the work at the City's sole discretion, by notifying contractor in writing reasonably in advance of Contractor substantially performing any work.

DEMOLISH 3 STORY Brick STRUCTURE

ACCESSORY STRUCTURES (describe if any) Boiler Structure, All Fencing, Entire Parking lot, All concrete walkways on property.

All existing structure items designated for removal shall be removed to at least five (5) feet below the proposed ground surface. Subsurface floors to be left in place shall be broken up to allow drainage. Subsurface floor and foundation walls are the only materials to be left on site as described above.

Remove all trash, debris and surface masonry from the premises. No material shall be burned on site and no material that will decompose or is combustible shall be left or buried on the site.

Remove the following vegetation, trees, stumps or other material:

All Scrub Brush to be removed from entire lot

Fill excavations and finish grade the lot to meet adjacent grade elevations at the adjoining lot lines, not to exceed more than 6" to 8" difference from current elevation. Lot should be built up to have a crest of 4" to 6" at area of lot where building was removed if building was on slab or crawl space, and 6" to 8" if the building has a basement.

Basements and all other voids shall be backfilled to within 36 inches of proposed ground surface with clean clay or porous granular, easily compacted fill compacted in six inch layers in a manner meeting the approval of the City of Decatur Inspections Division. The remaining 36 inches shall be backfilled with a compacted, clean selected topsoil material. No backfilling procedure shall begin until permission to do so has been obtained from the Inspections Division and an inspection has been performed. Upon completion of the backfill, the lot shall be seeded with a mix of 50% Perennial Ryegrass, 25% Red Fescue, and 25% Kentucky Bluegrass at the rate of three (3) pounds per 1000 square feet.

**THIS IS AN ASBESTOS-CONTAINING MATERIALS (ACM) DEMOLITION, DEMO MUST BE COMPLETED FOLLOWING ALL EPA GUIDELINES (SEE ATTACHED EXHIBIT A)**

_____ (Contractor's Name)	Demolition \$ _____
_____ (Street Address)	Plumbing Cost \$ _____
_____ (City & State)	Total \$ _____

Note: Asbestos in building survey completed. All related EPA notices and 10 day notification of demolition required with copies of all to City prior to demolition. Call Mike Snearly with questions, 217- 424-2783.

## **EXHIBIT A**

Perform all demolition work under wet methods.

This building has been deemed unsafe for entry, structurally unsound and in danger of imminent collapse. NESHAP regulations require a complete building inspection for asbestos and removal of all regulated asbestos materials prior to demolition of a building. Since the building has been deemed unsafe for entry, a complete building inspection and subsequent removal of the regulated asbestos materials has not been performed. The debris generated during demolition of the building must be removed from the site and disposed as asbestos-contaminated waste.



February 17, 2024

Michael Snearly  
City of Decatur  
#1 Gary Anderson Plaza  
Decatur, IL 62523

**JOB #:** CG #3291

**SENT VIA EMAIL:** msnearly@decaturil.gov

**SUBJECT:** National Emission Standards for Hazardous Air Pollutants Report

**LOCATION:** 1222 East Grand Avenue - Former Durfee School Building

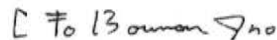
Dear Mr. Snearly:

In accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAP), the structure at *1222 East Grand Avenue in Decatur, Illinois* was visited on December 22, 2023. According to the NESHAP, which is administered by the Illinois Environmental Protection Agency (IEPA), a licensed asbestos inspector must complete an asbestos inspection prior to the renovation or demolition of a public or commercial building in Illinois. Renovation or Demolition is defined as the wrecking of load-supported structures or the systematic dismantling, changing, or the altering of any structural frame-work.

The Main Structure consists of the Original Building, a North Classroom Addition, and a West Classroom Addition. The City of Decatur has condemned the building and it will be demolished; it is unsafe because of failed roofing systems, exposures to animal wastes including rodent and bird droppings, and fall hazards exists throughout the building due to wet floors, torn floor coverings, holes in floors, and missing hand and guard rails. The Structural Engineer's Report in Attachment 5 presupposes a heightened risk to human health and safety upon entry into the building. As the Main Structure could not be inspected, all demolition debris is presumed to be asbestos-contaminated waste and demolition is recommended to proceed as outlined in Attachment 1.

The Power House Structure is a non-contiguous building that supplied the Main Structure with steam and heated water. The Power House was accessible and was inspected for friable and non-friable asbestos-containing materials (ACMs). *Based on CG's assessment, a determination was made that no Suspect-ACM was present in the Powerhouse Structure.*

Sincerely,

A handwritten signature in black ink that reads "Courtice F. Bowman".

Courtice F. Bowman, P.E.

*Illinois Licensed Professional Engineer, License No. 062-054109; Expires 11/30/25*

*Illinois Department of Public Health Licensed Professional, License No. 100-04103; Expires 05/15/25*

*Member, American Society of Safety Professionals, Practice Specialty: Engineering, Expiring 10/31/24*

*attachments*

**City of Decatur**

Asbestos NESHAP Report  
Former Durfee School Building  
1222 East Grand Avenue, Decatur, Illinois 62521

**ATTACHMENT 1: RECOMMENDED ACTION**

<u>Description of ACM</u>	<u>General Location of ACM</u>	<u>Designation</u>
Asbestos-Contaminated Demolition Debris	Original Structure	Presumed
Asbestos-Contaminated Demolition Debris	North Classroom Addition	Presumed
Asbestos-Contaminated Demolition Debris	West Classroom Addition	Presumed

**Asbestos Contaminated Demolition Debris in Main Structure (Presumed)** - The Main Structure consists of the Original Building, a North Classroom Addition, and a West Classroom Addition. The Powerhouse Building is a standalone, non-contiguous structure, that was inspected and a determination was made that no suspect asbestos-containing material was present. With respect to the Main Structure, the City of Decatur has condemned the building and it will be demolished; it is unsafe because of failed roofing systems, exposures to animal wastes including rodent and bird droppings, and fall hazards exists throughout the building due to wet floors, torn floor coverings, holes in floors, and missing hand and guard rails. The Structural Engineer's Report in Attachment 5 presupposes a heightened risk to human health and safety upon entry into the building. As the Main Structure could not be inspected, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations below.

Recommended Action for Demolition

1. Submit the IEPA 14-Calendar Day Notification of Demolition.
2. Attach the City of Decatur Condemnation Letter and the Structural Engineer's Report to Notification.
3. Keep a copy of the Asbestos NESHAP Report on site during demolition.
4. Prepare a Site Safety Plan and a Plan on how to control water runoff and airborne emissions at the site.
5. The above Plan shall be prepared by the Demolition Contractor.
6. An Asbestos Abatement Contractor (AAC) Supervisor shall be present during demolition.
7. The AAC shall determine if a laborer and remediation equipment is needed on site for Response Action Work.
8. An Air Sampling Professional shall perform monitoring to check effectiveness of plan submitted in 4 above.
9. Perform all demolition work under wet methods and keep all debris covered while in transit to landfill.
10. Retain trip tickets, landfill disposal receipts, and manifests showing proper disposal of presume ACM debris.
11. Ensure exposure monitoring is performed on Equipment Operators and the Demolition Contractor's forces.
12. The exposure monitoring in 11 above may be suspended if a Negative Exposure Assessment is cited.
13. At completion of site work take a representative number of clearance soil samples to document site closure.
14. A final report documenting site activities and monitoring shall be prepared and be submitted to the City.
15. Include manifests and regulatory submittals in 14 above so it can be used in case of a FOIA Request.





**FORMER DURFEE SCHOOL BUILDING  
1222 EAST GRAND AVENUE  
DECATUR, IL 62521**

**A - ORIGINAL STRUCTURE**

**B - NORTH CLASSROOM ADDITION**

**C - WEST CLASSROOM ADDITION**

**D - POWER HOUSE BUILDING**

<b>PROJECT:</b>	Building Inspection 1222 East Grand, Decatur, Macon County, Illinois 62521	<b>PROJECT NO.</b>	418663
		<b>DATE OF INSPECTION:</b>	January 17, 2024
<b>CLIENT:</b>	City of Decatur #1 Gary K Anderson Plaza, Decatur, Illinois 62523	<b>REPORT NO.</b>	418663.01
<b>CC:</b>	Jon Kindseth	<b>PAGE NO.</b>	1 of 2

**ITEMS INSPECTED:**

SKS was asked to perform an inspection of a building at 1222 East Grand, Decatur, Illinois. The building is identified in the attached aerial photograph.

**BACKGROUND INFORMATION:**

The building is three stories tall and comprised of masonry walls with floor and stair systems with various types of structural members. Photographs and inspection summaries conducted by the City of Decatur were provided. A copy of some of the photographs are attached for reference. It had been determined the building requires asbestos remediation and a contractor was asked to conduct a walkthrough. After the walkthrough, the contractor was concerned the building may be structurally unsafe in some areas. The purpose of this inspection is to assess the structural condition of the building.

**OBSERVATIONS:**

The building was examined thoroughly from the exterior at ground level and on the interior in a limited capacity. Access to the building's interior was limited because of the condition of the building and a lack of means to enter the building.

Degradation of the masonry walls was observed consistently around the exterior. Complete mortar degradation, cracking, and a collapsed wall near the boiler room were specifically observed. Major soil loss and undermining of the asphalt surface on the north side of the building has led to failure of the asphalt surface.

Structural damage on the interior was also observed in several areas and seemed to line up with the observations described by the City and contractor during their walkthroughs. Significant damage and





Building Inspection, 1222 East Grand,  
Decatur, Illinois

Page 2 of 2  
SKS Report No. 418663.01

deterioration was observed. Specifically, observations included collapse of the roof/floor and stairwells in several areas throughout the building.

#### **CONCLUSIONS AND RECOMMENDATIONS:**

In our opinion, the building is currently in a poor structural condition and extensive repair efforts are needed to restore the building. These structural repairs are necessary in order to access all areas of the building. The reported presence of asbestos renders this even more complicated. Structural repairs would need to be completed prior to or in conjunction with asbestos removal. Given these conditions, we are concerned that attempting to repair the structure imposes a heightened risk. In lieu of repairing and remediating the building, it may be more practical to demolish it. Please be aware that our recommendations are solely from a structural perspective. We recommend consulting an environmental engineer regarding the asbestos remediation on this manner.

If you have any questions, please let us know.

Respectfully Submitted:  
SKS ENGINEERS, LLC

  
Jonathan M. Scherer, P.E., S.E.



p:\2024\418663 1222 e grand\report\418663.decatu.r.il.1222e.grand.inspection.report.body.docx

## REMOVAL OF EXISTING STRUCTURES – EXHIBIT C

### Description of Work

This item shall consist of the removal and satisfactory disposal of existing structures as shown in the plans or as specified herein:

1500 E. Condit

(Street Address)

Before beginning any work, the contractor shall obtain a Demolition Permit from the City Building Inspections Division and Sewer Capping Permit from the Engineering Division. In addition, the contractor shall notify all utility companies, including the Water Department, of the impending demolition and shall obtain permission from them for disconnecting their services. City reserves the right to delay commencement of, or cancel, the work at the City's sole discretion, by notifying contractor in writing reasonably in advance of Contractor substantially performing any work.

DEMOLISH 3 STORY Brick STRUCTURE

ACCESSORY STRUCTURES (describe if any) Boiler Structure, Entire Parking Lot, Concrete Walkways/Sidewalks on property.

All existing structure items designated for removal shall be removed to at least five (5) feet below the proposed ground surface. Subsurface floors to be left in place shall be broken up to allow drainage. Subsurface floor and foundation walls are the only materials to be left on site as described above.

Remove all trash, debris and surface masonry from the premises. No material shall be burned on site and no material that will decompose or is combustible shall be left or buried on the site.

Remove the following vegetation, trees, stumps or other material:

All Scrub Brush to be removed from entire lot

Fill excavations and finish grade the lot to meet adjacent grade elevations at the adjoining lot lines, not to exceed more than 6" to 8" difference from current elevation. Lot should be built up to have a crest of 4" to 6" at area of lot where building was removed if building was on slab or crawl space, and 6" to 8" if the building has a basement.

Basements and all other voids shall be backfilled to within 36 inches of proposed ground surface with clean clay or porous granular, easily compacted fill compacted in six inch layers in a manner meeting the approval of the City of Decatur Inspections Division. The remaining 36 inches shall be backfilled with a compacted, clean selected topsoil material. No backfilling procedure shall begin until permission to do so has been obtained from the Inspections Division and an inspection has been performed. Upon completion of the backfill, the lot shall be seeded with a mix of 50% Perennial Ryegrass, 25% Red Fescue, and 25% Kentucky Bluegrass at the rate of three (3) pounds per 1000 square feet.

**THIS IS AN ASBESTOS-CONTAINING MATERIALS (ACM) DEMOLITION, DEMO MUST BE COMPLETED FOLLOWING ALL EPA GUIDELINES (SEE ATTACHED EXHIBIT A)**

(Contractor's Name)

Demolition \$

(Street Address)

Plumbing Cost \$

(City & State)

Total \$

Note: Asbestos in building survey completed. All related EPA notices and 10 day notification of demolition required with copies of all to City prior to demolition. Call Mike Snearly with questions, 217- 424-2783.

## **EXHIBIT A**

Perform all demolition work under wet methods.

This building has been deemed unsafe for entry, structurally unsound and in danger of imminent collapse. NESHAP regulations require a complete building inspection for asbestos and removal of all regulated asbestos materials prior to demolition of a building. Since the building has been deemed unsafe for entry, a complete building inspection and subsequent removal of the regulated asbestos materials has not been performed. The debris generated during demolition of the building must be removed from the site and disposed as asbestos-contaminated waste.



February 2, 2024

Michael Snearly  
City of Decatur  
#1 Gary Anderson Plaza  
Decatur, IL 62523

**JOB #:** CG #3275

**SENT VIA EMAIL:** msnearly@decaturil.gov

**SUBJECT:** National Emission Standards for Hazardous Air Pollutants Report

**LOCATION:** 1500 East Condit Street - Former Coppenbarger School Building

Dear Mr. Snearly:

In accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAP), the structure at *1500 East Condit Street in Decatur, Illinois* was visited on November 8, 2023 and December 20, 2023. According to the NESHAP, which is administered by the Illinois Environmental Protection Agency (IEPA), a licensed asbestos inspector must complete an asbestos inspection prior to the renovation or demolition of a public or commercial building in Illinois. Renovation or Demolition is defined as the wrecking of load-supported structures or the systematic dismantling, changing, or the altering of any structural frame-work.

The Main Structure, visited on November 8, 2023, consists of the Original Building, a 2-Story Gymnasium Addition, and a 3-Story Classroom Addition. The City of Decatur has condemned the building and it will be demolished; it is unsafe because of failed roofing systems, exposures to animal wastes including rodent and bird droppings, and fall hazards exists throughout the building due to wet floors, torn floor coverings, holes in floors, and missing hand and guard rails. The Structural Engineer's Report in Attachment 5 presupposes a heightened risk to human health and safety upon entry into the building. As the Main Structure could not be inspected, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations in Attachment 1.

The Power House Structure, visited on December 20, 2023, is a noncontiguous building that supplied the Main Structure with steam and heated water. The Power House was inspected for friable and nonfriable asbestos-containing materials (ACMs). *Based on the walk-through, the ACM that was identified was labeled and consisted of pipe insulation, cementitious insulated elbows and fittings, and thermal systems insulation on a vertical heat exchanger.* The Power House is accessible, but in light of Structural Engineer's Report the OSHA Competent Person (OCP) for the Abatement Contractor shall determine if areas are safe to work in; if deemed unsafe by the OCP, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations in Attachment 1.

Sincerely,

*C F Bowman*

Courtice F. Bowman, P.E.

*Illinois Licensed Professional Engineer, License No. 062-054109; Expires 11/30/25*

*Illinois Department of Public Health Licensed Professional, License No. 100-04103; Expires 05/15/25*

*Member, American Society of Safety Professionals, Practice Specialty: Engineering, Expiring 10/31/24*

*attachments*



## City of Decatur

Asbestos NESHAP Report

Former Coppenbarger School Building

1500 East Condit Street; Decatur, Illinois 62521

### ATTACHMENT 1: RECOMMENDED ACTION

<u>Description of ACM</u>	<u>General Location of ACM</u>	<u>Designation</u>
Insulation on 12" Diameter Pipe Fittings	Power House {Coal Chute}	TJA
Insulation on 12" to 24" Elbows 24' AFF	Power House {Boiler Room}	TJA
Aircell Pipe Insulation 12' Above Finished Floor	Power House {Southwest Wall of Boiler Room}	TPA
Heat Exchanger Insulation on Vertical Tank	Power House {Middle of West Wall in Boiler Room}	TBA
Asbestos-Contaminated Demolition Debris	Gymnasium Addition	Presumed
Asbestos-Contaminated Demolition Debris	North 3-Story Classroom Addition	Presumed
Asbestos-Contaminated Demolition Debris	Original Structure	Presumed
Asbestos-Contaminated Demolition Debris	Power House if Deemed Unsafe by OCP	Confirmed

**TJA** (Pipe Fitting Insulation in Power House) - This is a *Thermal Insulating Material (TSI)* located on abandoned steam supply and return plumbing systems inside the Power House. The Power House is a noncontiguous building that supplied the Main Structure with steam and heated water. The Power House was inspected for friable and nonfriable asbestos-containing materials (ACMs). *Based on the walk-through, the fitting insulation that was identified was labeled and therefore is a confirmed ACM.* There are about four 12 inch elbows in the coal chute and about twenty-six 12 to 24 inch elbows in the boiler room; however users of this report shall rely on their own measurements for actionable work. The fittings in the boiler room are elevated about 24 feet above the basement floor. The Power House is accessible, but in light of Structural Engineer's Report the OSHA Competent Person (OCP) for the Abatement Contractor shall determine if areas are safe to work in; if deemed unsafe by the OCP, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations of this Attachment. If the OCP deems the Power House safe to work in then removal should be performed by Illinois Licensed Asbestos Workers in conformance with the training requirements of ASHARA and IDPH.

**TPA** (Pipe Insulation in Power House) - This material is aircell, a *Thermal Insulating Material (TSI)* located on abandoned steam supply and return plumbing systems inside the Power House. The Power House is a noncontiguous building that supplied the Main Structure with steam and heated water. The Power House was inspected for friable and nonfriable asbestos-containing materials (ACMs). *Based on the walk-through, the pipe insulation that was identified was labeled and therefore is a confirmed ACM.* About 60 feet of insulation was identified; however users of this report shall rely on their own measurements for actionable work. The aircell is on piping elevated about 12 feet above the basement floor. The Power House is accessible, but in light of Structural Engineer's Report the OSHA Competent Person (OCP) for the Abatement Contractor shall determine if areas are safe to work in; if deemed unsafe by the OCP, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations of this Attachment. If the OCP deems the Power House safe to work in then removal should be performed by Illinois Licensed Asbestos Workers in conformance with the training requirements of ASHARA and IDPH.

## City of Decatur

Asbestos NESHAP Report

Former Coppenbarger School Building

1500 East Condit Street, Decatur, Illinois 62521

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### ATTACHMENT 1: RECOMMENDED ACTION

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**TBA** (Heat Exchanger Tank Insulation) - This material is mag-block on a wire mesh, a *Thermal Insulating Material (TSI)* located on a vertical heat exchanger on the west side of the boiler room in the Power House. The Power House is a noncontiguous building that supplied the Main Structure with steam and heated water. The Power House was inspected for friable and nonfriable asbestos-containing materials (ACMs). *Based on the walk-through, the tank insulation that was identified was labeled and therefore is a confirmed ACM.* About 125 square feet of insulation was identified; however users of this report shall rely on their own measurements for actionable work. The mag-block is on a vertical tank that reaches approximately 8 feet in height. The Power House is accessible, but in light of Structural Engineer's Report the OSHA Competent Person (OCP) for the Abatement Contractor shall determine if areas are safe to work in; if deemed unsafe by the OCP, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations of this Attachment. If the OCP deems the Power House safe to work in then removal should be performed by Illinois Licensed Asbestos Workers in conformance with the training requirements of ASHARA and IDPH.

**Asbestos Contaminated Demolition Debris in Main Structure** (Presumed) - The Main Structure consists of the Original Building, a 2-Story Gymnasium Addition, and a 3-Story Classroom Addition. The City of Decatur has condemned the building and it will be demolished; it is unsafe because of failed roofing systems, exposures to animal wastes including rodent and bird droppings, and fall hazards exists throughout the building due to wet floors, torn floor coverings, holes in floors, and missing hand and guard rails. The Structural Engineer's Report in Attachment 5 presupposes a heightened risk to human health and safety upon entry into the building. As the Main Structure could not be inspected, all demolition debris is presumed to be asbestos-contaminated waste and demolition must proceed per the recommendations below. These recommendations extend to the Power House if the OCP deems that it is unsafe for asbestos abatement work.

#### Recommended Action for Demolition

1. Submit the IEPA 14-Calendar Day Notification of Demolition.
2. Attach the City of Decatur Condemnation Letter and the Structural Engineer's Report to Notification.
3. Keep a copy of the Asbestos NESHAP Report on site during demolition.
4. Prepare a Site Safety Plan and a Plan on how to control water runoff and airborne emissions at the site.
5. The above Plan shall be prepared by the Demolition Contractor.
6. An Asbestos Abatement Contractor (AAC) Supervisor shall be present during demolition.
7. The AAC shall also have a laborer and equipment on site for Response Action Work when needed.
8. An Air Sampling Professional shall perform monitoring to check effectiveness of plan submitted in 4 above.
9. Perform all demolition work under wet methods and keep all debris covered while in transit to landfill.
10. Retain trip tickets, landfill disposal receipts, and manifests showing proper disposal of presume ACM debris.
11. Ensure exposure monitoring is performed on Equipment Operators and the Demolition Contractor's forces.
12. The exposure monitoring in 11 above may be suspended if a Negative Exposure Assessment is cited.
13. At completion of site work take a representative number of clearance soil samples to document site closure.
14. A final report documenting site activities and monitoring shall be prepared and be submitted to the City.
15. Include manifests and regulatory submittals in 14 above so it can be used in case of a FOIA Request.





FORMER COPPENBARGER SCHOOL BUILDING  
1500 EAST CONDIT STREET  
DECATUR, IL

A - ORIGINAL STRUCTURE

B - TWO STORY GYMNASIUM ADDITION

C - THREE STORY NORTH CLASSROOM ADDITION

D - NONCONTIGUOUS POWER HOUSE BUILDING

<b>PROJECT:</b>	Building Inspection 1500 East Condit, Decatur, Macon County, Illinois 62521	<b>PROJECT NO.</b>	418664
		<b>DATE OF INSPECTION:</b>	January 17, 2024
<b>CLIENT:</b>	City of Decatur #1 Gary K Anderson Plaza, Decatur, Illinois 62523	<b>REPORT NO.</b>	418664.01
<b>CC:</b>	Jon Kindseth	<b>PAGE NO.</b>	1 of 2

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**ITEMS INSPECTED:**

SKS was asked to perform an inspection of a building at 1500 East Condit, Decatur, Illinois. The building is identified in the attached aerial photograph.

**BACKGROUND INFORMATION:**

The building is three stories tall and comprised of masonry walls with floor and stair systems with various types of structural members. Photographs and inspection summaries conducted by the City of Decatur were provided. A copy of some of the photographs are attached for reference. It had been determined the building requires asbestos remediation and a contractor was asked to conduct a walkthrough. After the walkthrough, the contractor was concerned the building may be structurally unsafe in some areas. The purpose of this inspection is to assess the structural condition of the building.

**OBSERVATIONS:**

The building was examined thoroughly from the exterior at ground level and on the interior in a limited capacity. Access to the building's interior was limited because of the condition of the building and a lack of means to enter the building.

Degradation of the masonry walls was observed consistently around the exterior. Complete mortar degradation, cracking, and a collapsed wall near the gymnasium were specifically observed.

Structural damage on the interior was also observed in several areas and seemed to line up with the observations described by the City and contractor during their walkthroughs. Significant damage and deterioration was observed. Specifically, observations included collapse of the roof/floor in the gymnasium and in several classrooms and hallways throughout the building. Structural failures in stairwells were also observed.





Building Inspection, 1500 East Condit,  
Decatur, Illinois


Page 2 of 2  
SKS Report No. 418664.01

### **CONCLUSIONS AND RECOMMENDATIONS:**

In our opinion, the building is currently in a poor structural condition and extensive repair efforts are needed to restore the building. These structural repairs are necessary in order to access all areas of the building. The reported presence of asbestos renders this even more complicated. Structural repairs would need to be completed prior to or in conjunction with asbestos removal. Given these conditions, we are concerned that attempting to repair the structure imposes a heightened risk. In lieu of repairing and remediating the building, it may be more practical to demolish it. Please be aware that our recommendations are solely from a structural perspective. We recommend consulting an environmental engineer regarding the asbestos remediation on this manner.

If you have any questions, please let us know.

Respectfully Submitted:  
**SKS ENGINEERS, LLC**

  
Jonathan M. Scherer, P.E., S.E.

p:\2024\418664 1500 e condit\report\418664.decatu.ill.1500econdit.inspection.report.body.docx

## Please note:

The City of Decatur is requesting bids to demolish the former Durfee & Coppenbarger schools, located at 1222 E. Grand Ave. and 1500 E. Condit. You may bid on each location separately and as a combined reduced bid for the award of both properties.

## DEMOLITION OF EXISTING STRUCTURES – COMBINED

### Description of Work

This item shall consist of the removal and satisfactory disposal of existing structures as shown in the plans or as specified herein:

#### **1222 E. Grand – 1500 E. Condit**

Before beginning any work, the contractor shall obtain a Demolition Permit from the City Building Inspections Division and Sewer Capping Permit from the Engineering Division. In addition, the contractor shall notify all utility companies, including the Water Department, of the impending demolition and shall obtain permission from them for disconnecting their services. City reserves the right to delay commencement of, or cancel, the work at the City's sole discretion, by notifying contractor in writing reasonably in advance of Contractor substantially performing any work.

All existing structure items designated for removal shall be removed to at least five (5) feet below the proposed ground surface. Subsurface floors to be left in place shall be broken up to allow drainage. Subsurface floor and foundation walls are the only materials to be left on site as described above.

Remove all trash, debris and surface masonry from the premises. No material shall be burned on site and no material that will decompose or is combustible shall be left or buried on the site.

Fill excavations and finish grade the lot to meet adjacent grade elevations at the adjoining lot lines, not to exceed more than 6" to 8" difference from current elevation. Lot should be built up to have a crest of 4" to 6" at area of lot where building was removed if building was on slab or crawl space, and 6" to 8" if the building has a basement.

Basements and all other voids shall be backfilled to within 36 inches of proposed ground surface with clean clay or porous granular, easily compacted fill compacted in six inch layers in a manner meeting the approval of the City of Decatur Inspections Division. The remaining 36 inches shall be backfilled with a compacted, clean selected topsoil material. No backfilling procedure shall begin until permission to do so has been obtained from the Inspections Division and an inspection has been performed. Upon completion of the backfill, the lot shall be seeded with a mix of 50% Perennial Ryegrass, 25% Red Fescue, and 25% Kentucky Bluegrass at the rate of three (3) pounds per 1000 square feet.

**The above existing structures are to be bid individually for the demolition, with the option of a combined bid reduction for the award of both bids. REMOVAL OF EXISTING STRUCTURES – EXHIBIT C (Attached) has individual specs for each structure to be demolished.**

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City & State)

Combined Demolition Total \$\_\_\_\_\_

Note: Asbestos in building survey completed. All related EPA notices and 10 day notification of demolition required with copies of all to City prior to demolition. Call Mike Snearly with questions, 217- 424-2783.

## Water/Sewer Cap Information

### **1222 E. Grand – Former Durfee School**

Water Service: 3” cast, needs to be cut and capped at curb stop.

Sewer: No measured locations, several connections to a  
15” that bisects the property.

### **1500 E. Condit – Former Coppenbarger School**

Water Service: Needs to be cut and capped at the tap.

Sewer: 8” Sewer to West side of building.



## **WATER SERVICE DISCONNECT**

Records for this address have been checked at the Water Service Department.

These records indicate that the water service should either be (circle one):

Severed and capped at the water main.

Severed and capped at the curb box.

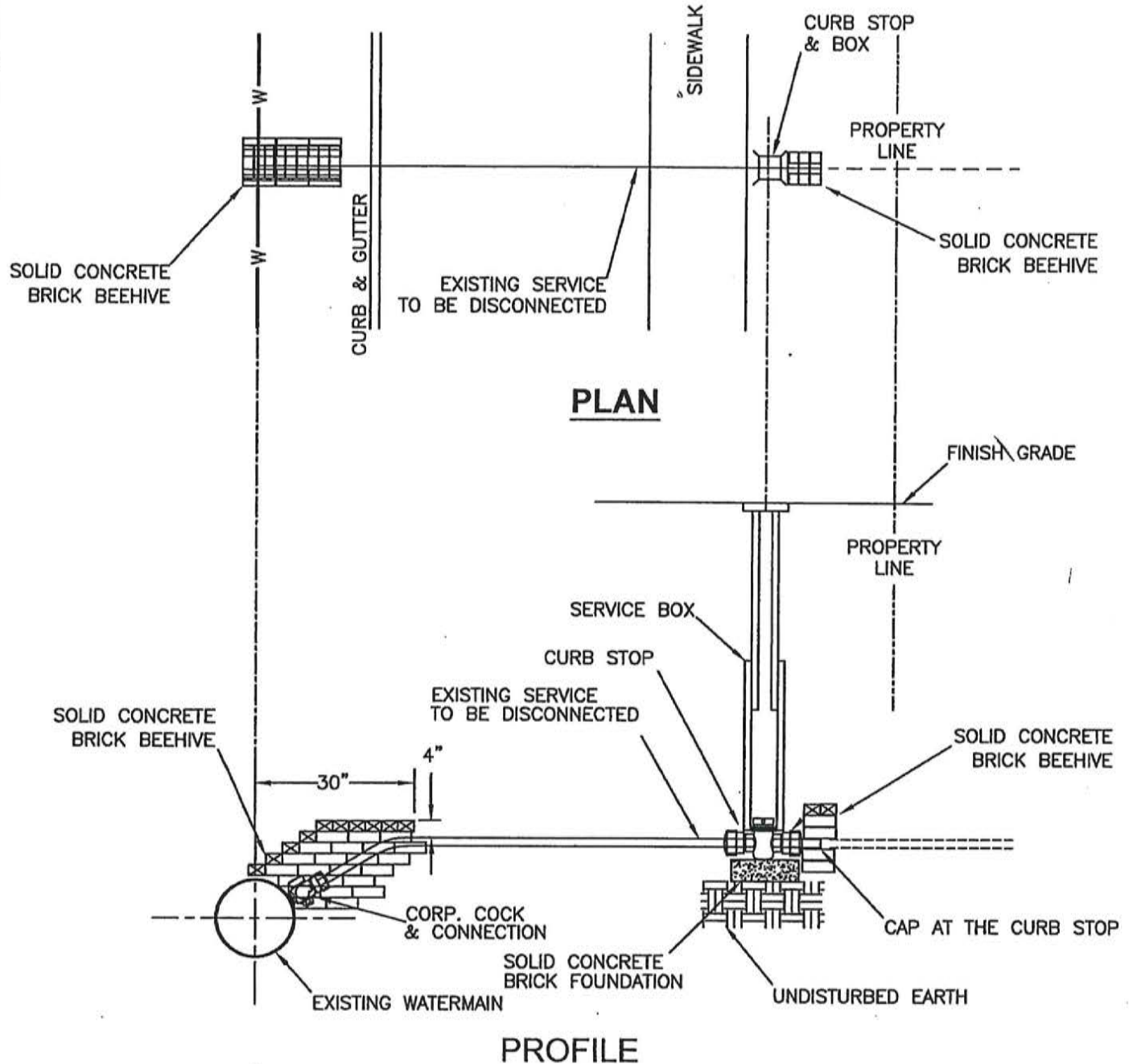
**THE WATER SERVICE MUST BE CAPPED, NO CRIMPING ALLOWED.**

Please refer to the updated 'STANDARD DESIGN WATER SERVICE DISCONNECT' sheets attached to this bid packet for further instruction.

The water service should be severed and capped PRIOR to the demolition of the structures. The excavations at the curb box and the water main shall not be backfilled until after the inspections are completed.

If you have questions, please feel free to contact the Engineering Division at 217-424-2747.

# STANDARD DESIGN WATER SERVICE DISCONNECT TYPICAL COPPER WATER SERVICE



## NOTES:

1. BRICK BEE-HIVE SHALL BE TWO ROWS ABOVE SEVERED SERVICE AND TWO ROWS BELOW SERVICE AND SHALL COVER 6" OF LINE.
2. THE EXISTING WATER SERVICE LINE SHALL BE SEVERED BY A METHOD WHICH WILL NOT DAMAGE THE REMAINDER OF THE WATER SERVICE. ANY DAMAGE WILL BE REPAIRED BY THE CONTRACTOR AT CONTRACTOR'S OWN COST.
3. WATER SERVICE DISCONNECT AT WATER MAIN SHALL HAVE CAP INSTALLED AT CORP. COCK CONNECTION IN PLACE OF PREVIOUS SERVICE LINE.

CITY OF DECATUR, ILLINOIS  
WATER MANAGEMENT  
DEPARTMENT

ADOPTED JANUARY 6, 2023

*[Signature]*  
DIRECTOR OF PUBLIC WORKS

ISSUED: 10/31/23

REVISIONS	DATE
BY	
KSG	1/1/2003
KEZ	10/31/23

STANDARD# 4070  
SHEET #1 OF 2

# STANDARD DESIGN

## COPPER WATER SERVICE DISCONNECT

### TYPICAL DOMESTIC & NON-DOMESTIC WATER SERVICE

PRIOR TO STARTING THE DEMOLITION OF A BUILDING WITH AN EXISTING WATER SERVICE, THE CONTRACTOR SHALL OBTAIN A WATER CAPPING INSPECTION AND EXCAVATION PERMIT FROM CITY ENGINEERING.

#### DISCONNECTION REQUIREMENTS:

##### 1. COPPER SERVICE:

- a. AFTER THE CURB STOP HAS BEEN CLOSED, THE CONTRACTOR SHALL HAVE A LICENSED AND BONDED PLUMBER EXPOSE, SEVER, CAP, AND BEEHIVE THE SERVICE LINE AS PER CITY STANDARDS. CRIMPING IS NOT ALLOWED. THE CONTRACTOR SHALL LEAVE THE SERVICE LINE EXPOSED SO THAT CITY ENGINEERING CAN INSPECT THE CAP, BEEHIVE, AND BEDDING. THE SERVICE CAN BE COVERED ONLY AFTER CITY ENGINEERING HAS INSPECTED AND APPROVED THE WORK.
- b. IF THE CURB STOP DOES NOT FUNCTION, THE CONTRACTOR SHALL HAVE A LICENSED AND BONDED EXCAVATOR EXPOSE THE CURB STOP AND A LICENSED AND BONDED PLUMBER SHALL REPAIR OR REPLACE AS NEEDED, TERMINATE THE SERVICE THEN CAP THE CURB STOP AND INSTALL THE CURB BOX. THE CONTRACTOR SHALL LEAVE THE SERVICE LINE EXPOSED SO THAT CITY ENGINEERING CAN INSPECT THE CURB STOP, CAP, BOX, AND BEDDING. THE SERVICE CAN BE COVERED ONLY AFTER CITY ENGINEERING HAS INSPECTED AND APPROVED THE WORK.
- c. IF THERE IS NO FUTURE USE, A LICENSED AND BONDED EXCAVATOR SHALL EXCAVATE THE CORPORATION STOP AT THE MAIN, AND A LICENSED AND BONDED PLUMBER SHALL EXPOSE THE CORPORATION STOP, SEVER THE SERVICE, CAP THE CORPORATION, BEEHIVE THE CORPORATION STOP AND BED ALL WORK. THE CAP, BEEHIVE, AND BEDDING SHALL ALL BE COVERED ONLY AFTER CITY ENGINEERING HAS INSPECTED AND APPROVED THE WORK.

##### 2. LEAD OR IRON (GALVANIZED) SERVICE:

THE CONTRACTOR SHALL HAVE A LICENSED AND BONDED EXCAVATOR EXPOSE THE CORPORATION STOP AT THE WATER MAIN AND A LICENSED AND BONDED PLUMBER SHALL EXPOSE THE CORPORATION STOP, SEVER THE SERVICE, CAP THE CORPORATION STOP, BEEHIVE THE CORPORATION STOP AND BED ALL WORK. THE CAP, BEEHIVE, AND BEDDING SHALL ALL BE COVERED ONLY AFTER CITY ENGINEERING HAS INSPECTED AND APPROVED THE WORK.

##### 3. CAST OR DUCTILE IRON NON-DOMESTIC SERVICE WITH POTENTIAL FOR FUTURE USE:

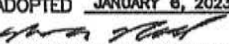
AFTER THE CONTROL VALVE HAS BEEN CLOSED, THE CONTRACTOR SHALL EXPOSE THE LINE. THE CONTRACTOR SHALL HAVE A LICENSED AND BONDED PLUMBER EXPOSE, SEVER, CAP, AND RESTRAIN THE SERVICE LINE WITHIN THREE FEET OF THE PROPERTY LINE AS REQUIRED. THE CAP, RESTRAINT, AND BEDDING SHALL BE COVERED ONLY AFTER CITY ENGINEERING HAS INSPECTED AND APPROVED THE WORK.

##### 4. CAST OR DUCTILE IRON NON-DOMESTIC SERVICE WITH NO POTENTIAL FOR FUTURE USE:

AFTER THE CONTROL VALVE HAS BEEN CLOSED THE CONTRACTOR SHALL HAVE A LICENSED AND BONDED EXCAVATOR EXPOSE THE VALVE AT THE WATER MAIN AND HAVE A LICENSED AND BONDED PLUMBER EXPOSE THE VALVE, SEVER THE LINE, CAP OR PLUG THE VALVE, PLUG THE SERVICE AND RESTRAIN THE VALVE. THE CAP, RESTRAINT, AND BEDDING SHALL BE COVERED ONLY AFTER CITY ENGINEERING HAS INSPECTED AND APPROVED THE WORK.

CITY OF DECATUR, ILLINOIS  
WATER MANAGEMENT  
DEPARTMENT

ADOPTED JANUARY 6, 2023

  
DIRECTOR OF PUBLIC WORKS

ISSUED: 10/31/23

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BY	DATE
KSG	1/2003
KEZ	10/31/23

STANDARD #4070  
SHEET #2 OF 2





STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

FINAL WAIVER OF LIEN

Gty # \_\_\_\_\_

Escrow # \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by \_\_\_\_\_  
to furnish \_\_\_\_\_  
for the premises known as \_\_\_\_\_  
of which \_\_\_\_\_ is the owner.

THE undersigned, for and in consideration of \_\_\_\_\_  
(\$ \_\_\_\_\_) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)  
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics'  
liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or  
machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor,  
services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the  
undersigned for the above-described premises, INCLUDING EXTRAS.\*

DATE \_\_\_\_\_ COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_

SIGNATURE AND TITLE \_\_\_\_\_

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF \_\_\_\_\_

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) \_\_\_\_\_ BEING DULY SWORN, DEPOSES  
AND SAYS THAT HE OR SHE IS (POSITION) \_\_\_\_\_ OF  
(COMPANY NAME) \_\_\_\_\_ WHO IS THE  
CONTRACTOR FURNISHING \_\_\_\_\_ WORK ON THE BUILDING  
LOCATED AT \_\_\_\_\_  
OWNED BY \_\_\_\_\_

That the total amount of the contract including extras\* is \$ \_\_\_\_\_ on which he or she has received payment of  
\$ \_\_\_\_\_ prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that  
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all  
parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific  
portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the  
items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLD EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.					

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material,  
labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,

\*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE  
ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

\_\_\_\_\_  
NOTARY PUBLIC



BID SIGNATURE PAGE

If a Corporation

Corporate Name

By Registered Agent:

Business Address:

Signature (please sign in ink)

Print Name

Street

City

State

Zip

Area Code

Telephone Number

Name of Officers:

President

Address

Vice President

Address

Secretary

Address

Treasurer

Address

Sole Proprietor

Firm Name

Signature of Bidder:

Business Address:

Signature (please sign in ink)

Print Name

Street

City

State

Zip

Area Code

Telephone Number

If a Partnership

Firm Name

By:

Business Address:

Signature (please sign in ink)

Print Name

Street

City

State

Zip

Area Code

Telephone Number

Name of all  
Members of Firm

Name

Address

Name

Address

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, BEING FIRST DULY  
SWORN, says that:

1) He is (Owner, Partner, Officer, Representative, or Agent) of  
\_\_\_\_\_, the Bidder that has submitted the  
attached bid;

2) He is fully informed respecting the preparation and contents of the attached bid and  
of all pertinent circumstances respecting such bid;

3) Such bid is genuine and is not a collusive or sham bid;

4) Neither the said bidder nor any of its officers, partners, owners, agents,  
representatives, employees or parties in interest, including this affiant, has in any way colluded,  
conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to  
submit a collusive or sham bid in connection with the contract for which the attached bid has  
been submitted or to refrain from bidding in connection with such contract, or has in any manner,  
directly or indirectly, sought by agreement, or collusion or communication or conference with  
any other bidder, firm or person to fix the price or prices in the attached bid or of any other  
bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other  
bidder, or to secure through a collusion, conspiracy, connivance or unlawful agreement any  
advantage against the City of Decatur, Illinois, or any person interested in the proposed contract;  
and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted  
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any  
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

Title

My Commission expires \_\_\_\_\_.

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

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

(Effective February 9, 1981)