

# INVITATION TO BID



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

**BID NUMBER: #PUR2024-08**

**BID TITLE: DEMOLITION OF PROPERTY  
436 N. Main St.  
Decatur, IL 62523**

**BID DATE AND TIME: July 19, 2024  
10:00 A.M.**

**Pre-Bid Meeting  
July 9, 2024  
9:00 A.M.**

## NOTICE TO BIDDERS

The City of Decatur will receive sealed bids for demolition of property at 436 N. Main St. Decatur, IL.

Bids will be accepted until 10:00 a.m., Central Time, on July 19, 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 - 436 N. MAIN ST. #PUR2024-08." 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 property, 436 N. Main St., Decatur, IL 62523 at 9:00 a.m. on July 9, 2024. In response to questions arising at the meeting, the 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 the 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)424-2763.

City of Decatur  
Kelly Harrison  
Procurement Officer  
June 28, 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 in 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.

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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 or through email. 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.

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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*, all 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 contractors' 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,

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

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Email

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Signature

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Date

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City of Decatur, IL Representative

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Date

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## **ADDITIONAL INFORMATION**

Requests for partial payment may be submitted in writing by the Contractor to the Neighborhood Inspections Manager, no more than monthly. The requests for partial payments may only be for actual costs incurred by Contractor in the removal and disposal of demolition materials at an approved landfill or licensed disposal facility. Copies of the invoices or other documents evidencing costs paid by the Contractor, for which payment is requested by the Contractor, shall be included in the request.

Payments by the City will be equal to the approved partial payment amount, less retainage in the amount of ten percent (10%). Retainage will be released to the Contractor upon satisfactory completion of work and shall be used for necessary adjustments to the pay schedule which may result from irregularities, substitutions, or changes.

The failure to fulfil any requirement, obligation, or term of the contract by the contractor shall be reason for withholding any progress payments until the Neighborhood Inspections Manager determines that compliance has been achieved. Progress payments may also be reduced by liens filed pursuant to the Illinois Mechanics Lien Act.

**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:

436 N Main St  
(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, and Brick Natatorium STRUCTURE

ACCESSORY STRUCTURE (Describe if any) Short Fence in alleyway

All existing structure items designated for removal shall be removed to at least one (1) foot 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. Lot should be built up to have a crest of 6" to 8" if the building has a basement.

Basements and all other voids shall be backfilled to within twelve 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 final twelve 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.

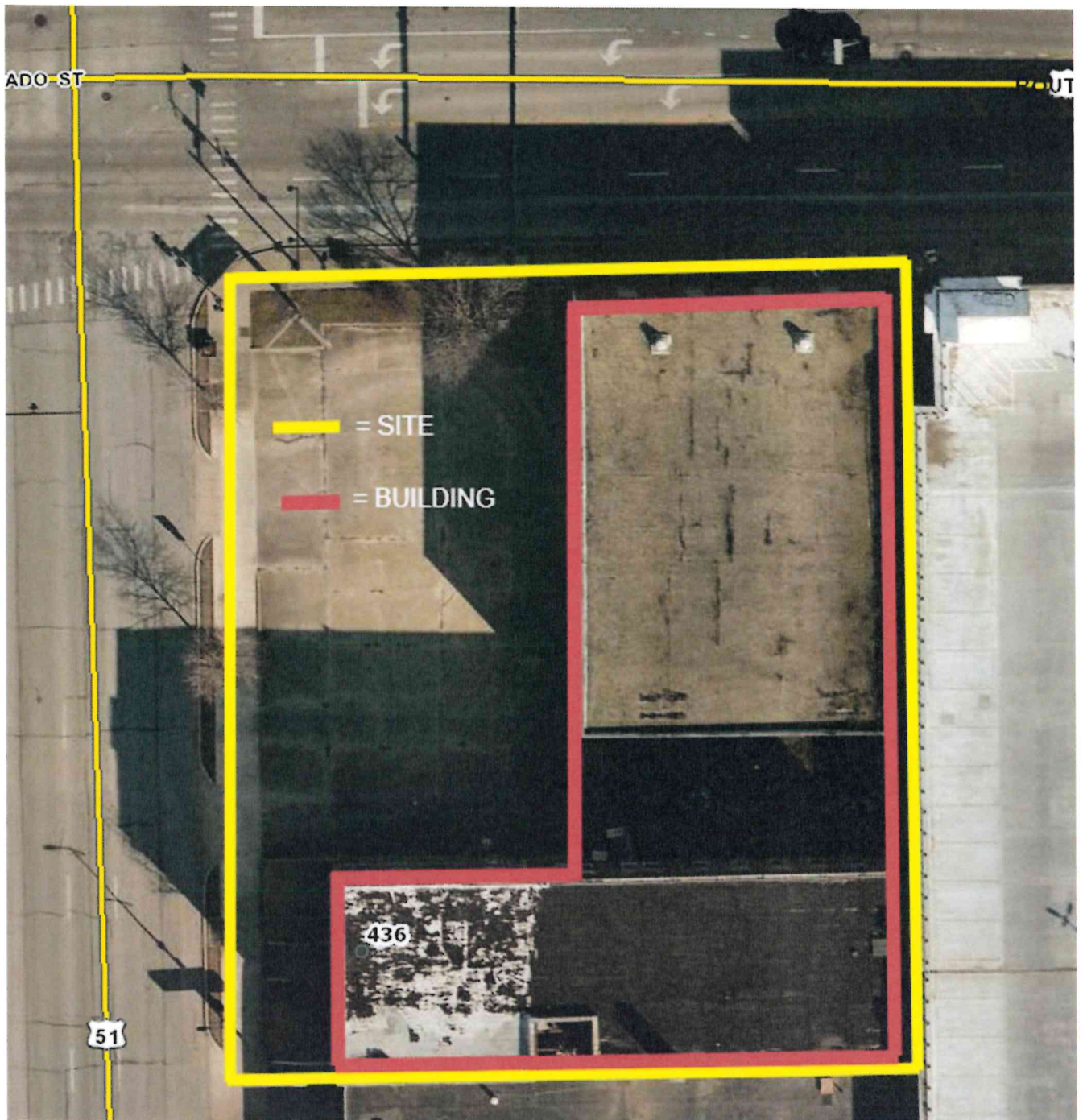
See following attachments for demolition

**ASBESTOS SURVEY, AND ABATEMENT HAVE BEEN COMPLETED PRIOR TO DEMOLITION BID.**

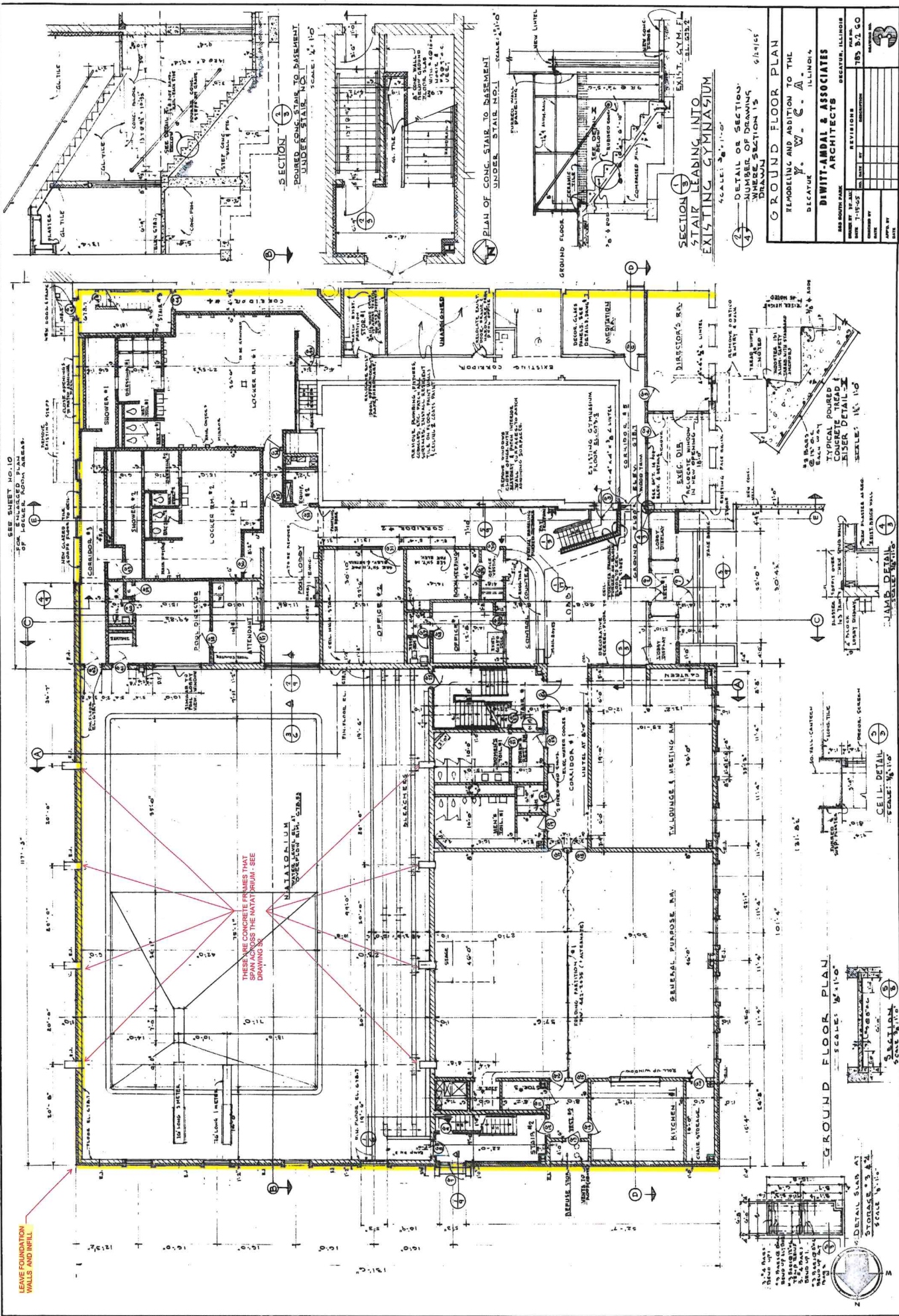
_____	Demolition	\$ _____
(Contractor's Name)		
_____	Plumbing Cost	\$ _____
(Street Address)	Total	\$ _____
_____		
(City & State)		

Note: All related EPA notices and 10 day notification of demolition required with copies of all to City prior to demolition. City contact with questions: Mike Snearly, 424-2783.

Entire site marked in yellow, Buildings to be demolished marked in red.



Please review following two pages of the Natatorium plans. All foundation marked in highlighted yellow must remain. There are four concrete frames that span the Natatorium from east to west. The east side of the frames need removed at the construction joint, then field access removal of remaining column.



SEE SHEET NO. 10 FOR ENLARGED PLAN OF LOCKER ROOM AREAS.

THESE ARE CONCRETE FRAMES THAT DRAWING 30.

LEAVE FOUNDATION WALLS AND REIN.

SECTION 3  
BOARDS CONCRETE TO BASEMENT UNDER STAIR, N.O.1  
SCALE: 1/4" = 1'-0"

PLAN OF CONG. STAIR, N.O.1  
SCALE: 1/4" = 1'-0"

SECTION 4  
DETAIL OF SECTION NUMBER OF DRAWING WHERE SECTION IS DRAWN  
SCALE: 3/4" = 1'-0"

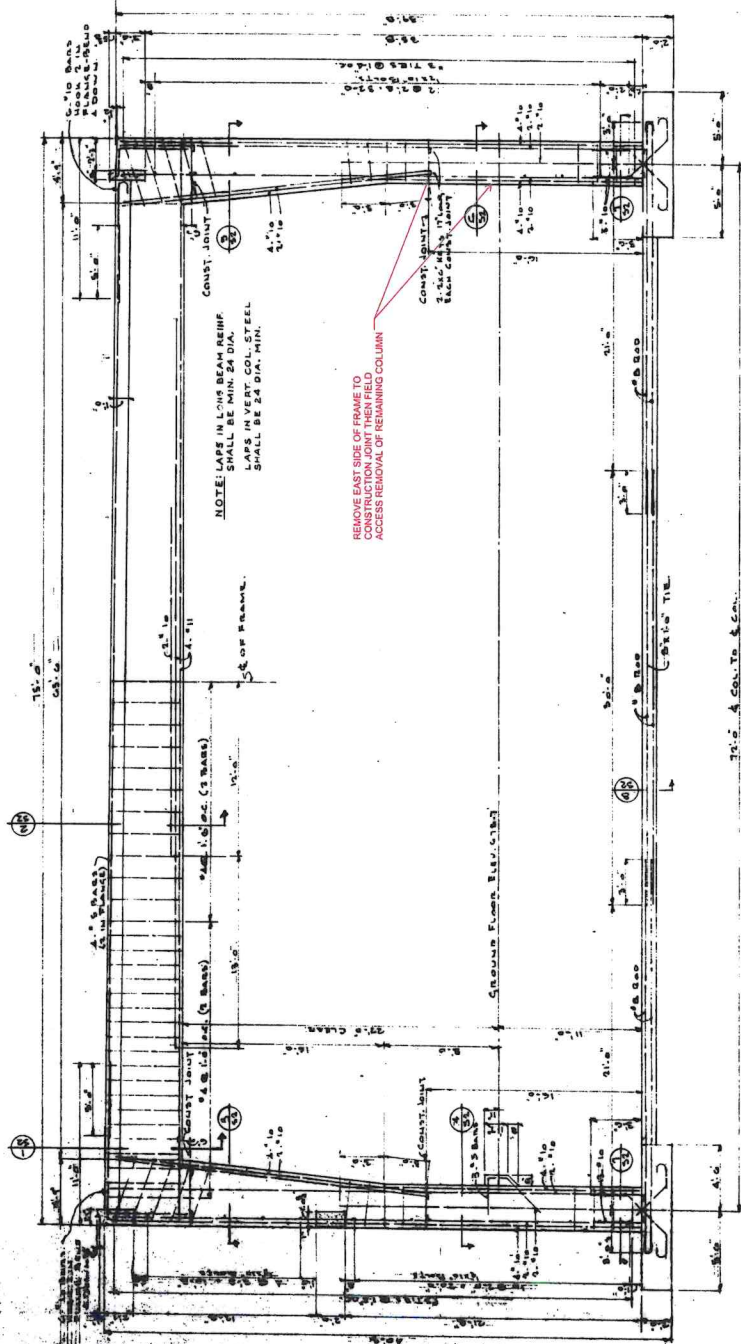
GROUND FLOOR PLAN	
REMODELING AND ADDITION TO THE EXISTING GYMNASIUM	
DESIGNER	W. W. C. A.
Dewitt-Andal & Associates ARCHITECTS DECATUR, ILLINOIS	
DATE	1952
BY	W. W. C. A.
CHECKED BY	
APPROVED BY	
DATE	

GROUND FLOOR PLAN  
SCALE: 1/4" = 1'-0"

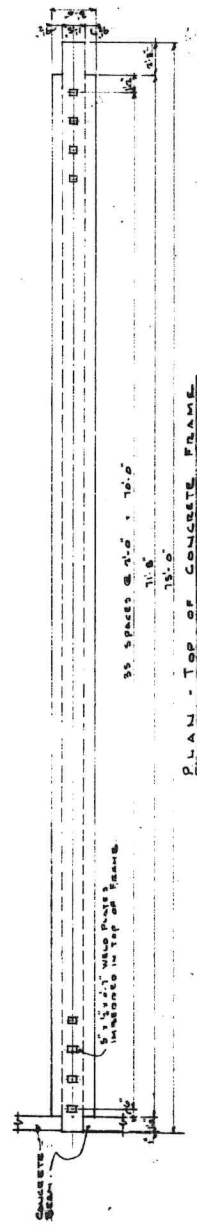
SECTION 5  
SCALE: 1/4" = 1'-0"

DETAIL SLAB AT STORAGE  
SCALE: 1/4" = 1'-0"

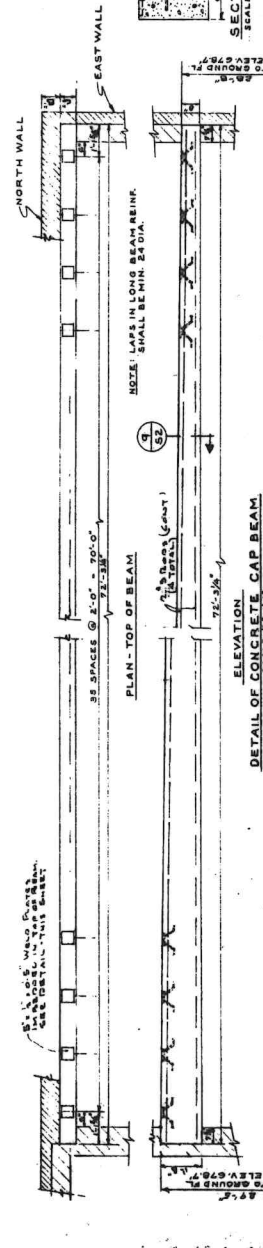




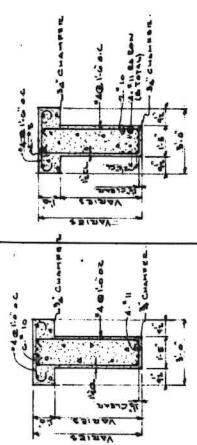
ELEVATION - CONCRETE FRAME OVER NATATORIUM  
SCALE 1/4" = 1'-0"



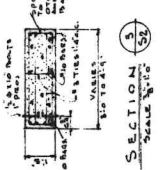
PLAN - TOP OF CONCRETE FRAME  
SCALE 1/4" = 1'-0"



ELEVATION - DETAIL OF CONCRETE CAP BEAM  
(BEAM AT NORTH WALL OF NATATORIUM SHOWN - SOUTH WALL BEAM SIMILAR)



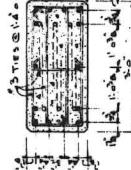
SECTION 1  
SCALE 3/4" = 1'-0"



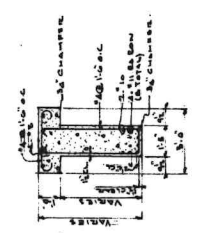
SECTION 2  
SCALE 3/4" = 1'-0"



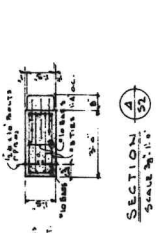
SECTION 3  
SCALE 3/4" = 1'-0"



SECTION 4  
SCALE 3/4" = 1'-0"



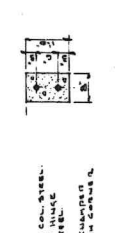
SECTION 5  
SCALE 3/4" = 1'-0"



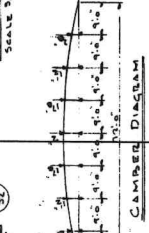
SECTION 6  
SCALE 3/4" = 1'-0"



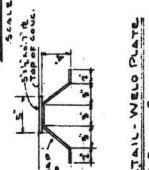
SECTION 7  
SCALE 3/4" = 1'-0"



SECTION 8  
SCALE 3/4" = 1'-0"



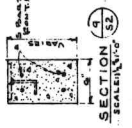
CAMBER DIAGRAM



DETAIL - WELD PLATE FOR FRAME  
SCALE 1/2" = 1'-0"



DETAIL - WELD PLATE FOR CAP BEAM  
SCALE 1/2" = 1'-0"



SECTION 9  
SCALE 3/4" = 1'-0"

CONCRETE FRAME & DETAILS	
REVISIONS AND ADDITIONS TO THE	
DRAWING BY W. G. A.	
DESIGNED BY W. G. A.	
DRAWN BY	
CHECKED BY	
DATE	
SCALE	
PROJECT NO.	
SHEET NO.	
TOTAL SHEETS	
DATE	
DRAWN BY	
CHECKED BY	
DATE	
SCALE	
PROJECT NO.	
SHEET NO.	
TOTAL SHEETS	
DATE	

SMITH-ANDAL & ASSOCIATES  
ARCHITECTS  
CHICAGO, ILLINOIS  
183 ST. GO





# **WATER SERVICE DISCONNECT/SEWER CAP**

**Water service for this address has been capped at the  
main by City of Decatur.**

**Sewer cap is east of property towards parking garage.**

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

BID SIGNATURE PAGE

If a Corporation

Corporate Name \_\_\_\_\_

By Registered Agent: \_\_\_\_\_  
Signature (please sign in ink)      Print Name

Business Address: \_\_\_\_\_  
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: \_\_\_\_\_  
Signature (please sign in ink)      Print Name

Business Address: \_\_\_\_\_  
Street

City                      State                      Zip

Area Code      Telephone Number

If a Partnership

Firm Name \_\_\_\_\_

By: \_\_\_\_\_  
Signature (please sign in ink)      Print Name

Business Address: \_\_\_\_\_  
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.