

**AGENDA**  
**MACON COUNTY BOARD MEETING**  
**THURSDAY, March 13, 2014 - 6:00 P.M.**  
**141 SOUTH MAIN, ROOM 514**

1. **CALL TO ORDER**  
Welcome Macon County 4-H Club Members Present to Job Shadow
2. **ROLL CALL**
3. **OPENING PRAYER**
4. **PLEDGE OF ALLEGIANCE**
5. **PROCLAMATION**  
Recognizing March 2-8, 2014 as Macon County 4-H Week
6. **APPROVAL OF MINUTES OF PRIOR MEETING**
7. **ZONING/SUBDIVISIONS**  
Z-1132-3-14  
**Macon County Board Resolution  
Regarding Case S-01-02-14, A Petition for  
a Special Use Permit Submitted by Darrell  
Hamilton**
8. **CORRESPONDENCE**
9. **CLAIMS**
10. **APPOINTMENTS**  
G-4048-3-14  
**Macon County Board Resolution  
Appointment to the Macon County  
Extension Board – Tim Dudley**  
  
G-4049-3-14  
**Macon County Board Resolution  
Appointment to Regional Planning  
Commission – Tim Dudley**
11. **CONSENT CALENDAR**  
G-4050-3-14  
**Macon County Board Resolution  
to Execute Deeds to Convey Property**

on which Taxes were Delinquent

12. JUSTICE COMMITTEE

G-4051-3-14

**Macon County Board Resolution  
Approving Increase in Appropriations in  
the FY14 Sheriff's Budget for Purchase of  
Weapons**

G-4052-3-14

**Macon County Board Resolution Approving  
A Contract Between the Macon County  
Sheriff's Department and the Decatur Public  
Building Commission**

G-4053-3-14

**Macon County Board Resolution  
Recognizing April 2014 as "National  
Donate Life Month"**

**Recognition & Plaque Presentation for John Hanson**

13. EEHW COMMITTEE

14. OPERATIONS AND PERSONNEL COMMITTEE

15. LEGISLATIVE COMMITTEE

16. FINANCE COMMITTEE

G-4054 -3-14

**Macon County Board Resolution Setting the  
Salary for the Office of Treasurer 2014-2018**

17. NEGOTIATIONS COMMITTEE

18. TRANSPORTATION COMMITTEE

H-1879-3-14

**Macon County Board Resolution  
Appropriating Funds for Right of Way  
Negotiation Expenses for Section 07-00218-00-  
LA, a Bridge on CH 60 (Sefton Road) 2 Miles  
East of Mount Zion**

H-1880-3-14

**Macon County Board Resolution  
Appropriating Funds for Construction  
Expenses for Section 14-00262-00-PV, a Cold  
In-Place Recycling Project on CH 38  
(Washington Street) east of Maroa**

- |                     |  |
|---------------------|--|
| <b>H-1881-3-14</b>  | <b>Macon County Board Resolution Approving an Agreement with the Illinois Department of Transportation on Section 12-00248-00-FL, The Installation of Flashing Lights and Gates on CH59 (Prairie View Road) East of Long Creek</b> |
| <b>H-1882-3-14</b>  | <b>Macon County Board Resolution Approving a Memorandum of Understanding between the Macon County Board and the Village of Mt. Zion</b>  |
| <b>H-1883-3-14</b>  | <b>Macon County Board Resolution Awarding Annual County Sign Bid</b>   |
| <b>H-1884-3-14</b>  | <b>Macon County Board Resolution Awarding Annual County Culvert Bid</b>  |
| <b>H-1885-3-14</b>  | <b>Macon County Board Resolution Awarding the Purchase of a New Mower Deck</b>   |
| <b>H-1886 -3-14</b> | <b>Macon County Board Resolution Awarding the Purchase of Two 2014 Snow Plows</b>  |
19. **EXECUTIVE COMMITTEE**
  20. **SITING, RULES & ORDINANCE SUB-COMMITTEE**  
**G-4055-3-14** **Macon County Board Resolution Approving Macon County, Illinois Code of Ordinances**
  21. **BUILDING SUB-COMMITTEE**
  22. **CITIZENS' REMARKS**  
(Public Comment Limited to Total of 20 Minutes, 5 Minutes Maximum Per Person)
  23. **OFFICEHOLDERS' REMARKS**
  24. **OLD BUSINESS**
  25. **NEW BUSINESS**
  26. **CLOSED SESSION –**  
Personnel Issues/ Pending Litigation / Collective Bargaining Negotiations / Discussion of Real Property
  27. **ADJOURNMENT**

**MACON COUNTY BOARD RESOLUTION  
REGARDING CASE S-01-02-14,  
A PETITION FOR A SPECIAL USE PERMIT  
SUBMITTED BY DARRELL HAMILTON**

**RESOLUTION NO. Z-1132-3-14**

**WHEREAS**, a petition was filed by Darrell Hamilton requesting a renewal of a Special Use Permit to operate a firewood processing business in RE-5 Single Family Estate. The property is legally described as:

*Lot 2 of Gustins 15<sup>th</sup> Subdivision Addition, as per Plat recorded in Book 958,  
Page 6 of the Records in the Recorder's Office of Macon County, Illinois.  
Situated in Macon County, Illinois*

This property is commonly known as 5256 Walmsley Road, Decatur IL 62521 in Mt. Zion Township.

PIN: 12-17-06-326-004.

**WHEREAS**, staff recommended at hearing the petition be granted with the following stipulations:

1. The Petitioners immediate family and one employee shall be the only employees to work on the premises.
2. All firewood shall be delivered. There shall not be any sales or pick up of any product from the processing of splitting of firewood.
3. Any processing of firewood shall be delivered by the immediate family members or by the one employee allowed to work on the premises.
4. In the event the log splitters or chain saws create a noise problem with any of the bordering neighbors, electric saws and splitters shall be used.
5. All trucks, vehicles, machinery, shall be parked in rear as the petitioner stated in part C of the petition which includes the splitting of the firewood.
6. This Renewal Special Use Permit shall be for ten (10) years and will expire on March 13, 2024.

**WHEREAS**, at the required public hearing on February 13, 2014, your Zoning Board of Appeals heard the testimony presented and voted 4-0 in favor of recommending to the County Board the petition be granted subject to the stipulations as set forth above.

**WHEREAS**, on February 20, 2014, your EEHW Committee heard the summary report and hereby recommends by the following 5-0 vote that the County Board approve the subject



petition for a renewal of a Special Use Permit to operate a firewood processing business in RE-5 Single Family Estate subject to the above stipulations recommended by the Zoning Board of Appeals.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board to \_\_\_\_\_ the subject petition for a renewal of a Special Use Permit to operate a firewood processing business in RE-5 Single Family Estate subject to the above stipulations recommended by the Zoning Board of Appeals.

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

**PRESENTED, PASSED, APPROVED** this 13<sup>th</sup> day of March, 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

**MACON COUNTY BOARD RESOLUTION  
APPOINTMENT TO THE MACON COUNTY  
EXTENSION BOARD – Tim Dudley**

**RESOLUTION NO. G-4048-3-14**

**WHEREAS**, it is the desire of the Board Chairman to appoint Tim Dudley to the Macon County Extension Board for the remainder of the unexpired term (left vacant by David Williams) and expiring November 30, 2014.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the appointment of Tim Dudley to the Macon County Extension Board for the remainder of the unexpired term set to expire November 30, 2014.

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

**PRESENTED, PASSED, APPROVED** this 13<sup>th</sup> day of March, 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

**MACON COUNTY BOARD RESOLUTION  
APPOINTMENT TO THE MACON COUNTY  
REGIONAL PLANNING COMMISSION**

**Tim Dudley**

**RESOLUTION NO. G-4049-3-14**

**WHEREAS**, it is the desire of the Macon County Board Chairman to appoint Tim Dudley to the Macon County Regional Planning Commission for the remainder of the unexpired term (left vacant by David Williams) and expiring November 30, 2015:

Tim Dudley  
#2 Fenton Drive  
Decatur, IL 62521  
Term Expires: 11-30-15

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the appointment of Tim Dudley to the Macon County Regional Planning Commission for the remainder of the unexpired term set to expire November 30, 2015.

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

**PRESENTED, PASSED, APPROVED** this 13<sup>th</sup> day of March, 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

**MACON COUNTY BOARD RESOLUTION  
TO EXECUTE DEEDS TO CONVEY PROPERTY  
ON WHICH TAXES WERE DELINQUENT**

**RESOLUTION NO. G-4050-3-14**

**WHEREAS**, the County of Macon has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on same have not been paid pursuant to 35 ILCS 200/21-90; and

**WHEREAS**, pursuant to this program the County of Macon, as Trustee for the taxing districts involved, has acquired an interest in the real estate described in the attachment to this resolution; and

**WHEREAS**, it appears to the Macon County Board that it would be to the best interest of the taxing districts of Macon County to dispose of this interest in said property.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that the Chairman of the Macon County Board is hereby authorized to execute a deed of conveyance of the county's interest, authorization, or the cancellation of the appropriate certificate of purchase as the case may be on the following real estate for the sums shown on the attachment and to be disbursed as shown and according to law.

**BE IT FURTHER RESOLVED** by the Macon County Board that this resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, APPROVED** 13<sup>th</sup> day of March , 2014

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

Macon County Monthly Resolution List - March 2014

RES#	Account	Type	Account Name	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
03-14-001	0913208F	SAL	JIMMIE L. BEASLEY	656.00	0.00	6.00	50.00	350.00	250.00
Totals				\$656.00	\$0.00	\$6.00	\$50.00	\$350.00	\$250.00

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Committee Members

Clerk Fees                    \$0.00  
Recorder/Sec of State Fees    \$50.00  
Total to County                \$300.00

Macon County March 2014  
Monthly Resolution List with Descriptions

RES#	Account	Type	Account Name	Description
03-14-001	0913208F	SAL	JIMMIE L. BEASLEY	503, 505, 511 E. PEORIA AVE. DECATUR, IL  VACANT LOTS

**MACON COUNTY BOARD RESOLUTION  
APPROVING INCREASE IN  
APPROPRIATIONS IN FY 2014 SHERIFF  
BUDGET FOR PURCHASE OF WEAPONS**

**RESOLUTION NO. G-4051-3-14**

**WHEREAS**, The Macon County Board had previously approved this contract with Consolidated Communications Services on or around September 2013 (G-3958-9-13) and has received a monetary funds in the amount of \$20,000.00 from Consolidated Communications Services for the purchase of duty weapons and equipment.

**WHEREAS**, the receipt of these monetary funds need to be recognized in the County's financial statement; and

**WHEREAS**, unforeseen circumstances have arisen which give rise to an emergency situation in that the monetary funds will be lost and additional services will not be offered without the amending of this budget.

**WHEREAS**, the Justice Committee on February 27, 2014 and the Finance Committee on March 3, 2014 agreed to the amending of the Sheriff's budget.

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of Macon County, Illinois assembled in regular session this March 13, 2014 that it hereby approves the amending of the Sheriff's FY 14 Budget by increasing appropriations as follows:

Additional Revenue A001-060-4930      \$20,000.00

Additional Expense A001-060-7115      \$20,000.00

**BE IT FUTHER RESOLVED** that this resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, APPROVED** this March 13, 2014.

YES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County Of Macon, State of Illinois

\_\_\_\_\_  
Jay Dunn, Chairman of the Macon County  
Board

**MACON COUNTY BOARD RESOLUTION  
APPROVING A CONTRACT BETWEEN THE  
MACON COUNTY SHERIFF'S DEPARTMENT AND  
THE DECATUR PUBLIC BUILDING COMMISSION**

**RESOLUTION NO. G-4052-3-14**

**WHEREAS**, the renewal of the contract between the Macon County Sheriff's Department and the Decatur Public Building Commission regarding security personnel in the Macon County Office Building was discussed by the Justice Committee on 2-27-14 and the Finance Committee on 3-3-14; and

**WHEREAS**, both committees recommended approval of the attached contract starting April 6, 2014 and ending April 5, 2015; and

**WHEREAS**, the said cost of Eighteen Thousand Eight Hundred Forty Six Dollars and Fifty Eight Cents (\$18,846.58) will be paid to the County by the Decatur Public Building Commission for services of a Court Security Officer at 141 South Main Street.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the attached contract with the Decatur Public Building Commission and all of its contents.

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

**PRESENTED, PASSED, APPROVED** this 13th day of March 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

CONTRACT FOR  
MACON COUNTY SHERIFF'S POLICE SERVICES  
FOR THE MACON COUNTY OFFICE BUILDING  
DECATUR, MACON COUNTY ILLINOIS

**THIS AGREEMENT**, made between the County of Macon, a Municipal Corporation Of the State of Illinois hereinafter referred to as the County, the Public Building Commission of Decatur, Illinois herein referred to as the Contractees, and the Sheriff of Macon County, Illinois herein referred to as the Sheriff; and

**WHEREAS**, the contractees are desirous of obtaining the services of well-trained and well-equipped law enforcement personnel for the public safety and security of the County Office Building located at 141 South Main Street, Decatur, Illinois; and

**WHEREAS**, the contractees are desirous of a contractual agreement with the County and the Sheriff that will provide a well-trained, uniformed Court Security Officer as to provide security at 141 South Main Street.

**NOW, THEREFORE**, in consideration of the mutual promise and covenants contained herein and other good and valuable considerations, it is agreed by and between the signatory parties of this document as follows:

**ITEM 1**

This agreement shall be good for a period of one year starting on the sixth (6<sup>th</sup>) day of April 2014 and will end the fifth (5<sup>th</sup>) day of April 2015. The Commission shall pay to the County Eighteen Thousand Eight Hundred Forty Six Dollars and Fifty Eight Cents (\$18,846.58) for services of a Court Security Officer at 141 South Main Street.

**ITEM 2**

Such services shall be delivered at the rate of forty (40) hours per week for the period contained in Item 1. For the purpose of this agreement, the Court Security Officer shall be provided with all necessary equipment required to effect the performance of his duties of Court Security Officer.

**ITEM 3**

The Commission shall pay the fees in quarterly installments.



#### ITEM 4

The supervision of the Court Security Officer shall be the direct responsibility of the Sheriff of Macon County through his formal supervision or channels for court security officers. However, the weekly assignment of hours for the court security officer at 141 South Main Street shall be determined in cooperation with the Public Building Commission. In all ways, the Court Security Officer assigned to 141 South Main Street shall be considered a regular court security officer in the employ of the Sheriff of Macon County. The Sheriff of Macon County shall make a good faith effort to keep a court security officer assigned to 141 South Main on a full time basis, but shall have the authority in the event of a bona fide emergency to reassign other duties to the court security officer assigned to 141 South Main Street as dictated by circumstances.

#### ITEM 5

This agreement shall in no way abrogate the lawful authority of the Sheriff or the Commission.

#### ITEM 6

It is mutually understood by all parties of this agreement that the County Board of Macon County will add, in addition to the present number of Court Security Officers, the extra Court Security Officer required by this contract.

#### ITEM 7

This contract for Court Security Officer is subject to the approval of the governing board of the Public Building Commission, the County Board of Macon County, and the Macon County Sheriff.

#### ITEM 8

This contract for the services of a Court Security Officer at 141 South Main Street, Decatur, Macon County, Illinois shall terminate on April fifth (5th) 2015 unless a duly executed agreement to continue such services is entered into by all two (2) parties to this contract prior to April fifth (5th) 2015. This contract may be terminated at any time upon agreement of all two (2) parties to this contract in writing under whatever terms and conditions are negotiated by the parties.

**THE FOREGOING** constitutes the entire agreement between the County and the Commission and the Sheriff, and no verbal statement shall supersede any provisions. This contract for the Court Security Officer's services may be amended by mutual agreement signed and executed with the formality with which this agreement was executed.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this agreement on the day and date indicated.

FOR THE COUNTY OF MACON

BY: \_\_\_\_\_  
Board Chairman

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

FOR THE CONTRACTEES

BY: \_\_\_\_\_  
Public Building Commission

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

FOR THE SHERIFF OF MACON COUNTY

BY: \_\_\_\_\_

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

**MACON COUNTY BOARD RESOLUTION  
RECOGNIZING APRIL 2014 AS  
"NATIONAL DONATE LIFE MONTH"**

**RESOLUTION NO. G-4053-3-14**

**WHEREAS**, April 2014 is set as "National Donate Life Month" to recognize the critical need for donated organs and tissue, and increase the number of Macon County citizens who donate organs, tissue, corneas, bone marrow and blood; and

**WHEREAS**, more than 5,000 people in Illinois are on a waiting list for donated organs, and more than 100,000 people are on the national waiting lists; and

**WHEREAS**, the "Life Goes On" Committee in Macon County is part of a statewide effort to provide education about this important issue, and encourage everyone to join the Secretary of State's Donor Registry; and

**WHEREAS**, the County of Macon acknowledges the efforts of the "Life Goes On" Committee in Macon County, and wishes to show support for this life-saving project; and

**WHEREAS**, this resolution was discussed and recommended for approval by the Justice Committee on 02-27-14.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby declares April 2014 as "National Donate Life Month" in Macon County, Illinois.

**BE IT FURTHER RESOLVED** by the Macon County Board that this resolution shall become effective upon the adoption thereof.

**PRESENTED, PASSED, APPROVED** this 13<sup>th</sup> day of March 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

**MACON COUNTY BOARD RESOLUTION  
SETTING THE SALARY FOR  
THE OFFICE OF TREASURER  
2014-2018**

**RESOLUTION NO. G-4054-3-14**

**WHEREAS**, the Finance Committee met on March 3, 2014 and discussed setting the salary for the Office of the Treasurer elected 2014 – 2018:

	2013 – 2014	<u>2014-2015</u> (7%)	<u>2015-2016</u> (7%)	<u>2016-2017</u> (3%)	<u>2017-2018</u> (3%)
Treasurer	\$72,412.89	\$77,482.86	\$82,906.66	\$85,393.86	\$87,955.68

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board that it hereby approves the salaries listed above for the office of Treasurer elected 2014 – 2018.

**BE IT FURTHER RESOLVED** by the Macon County Board that this resolution shall become effective December 1, 2014.

**PRESENTED, PASSED and APPROVED** this 13<sup>th</sup> day of March, 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

**MACON COUNTY BOARD RESOLUTION APPROPRIATING FUNDS FOR RIGHT OF WAY NEGOTIATION EXPENSES FOR SECTION 07-00218-00-LA, A BRIDGE ON CH 60 (SEFTON ROAD) 2 MILES EAST OF MOUNT ZION**

**RESOLUTION NO. H-1879-3-14**

**WHEREAS**, the funds need to be appropriated for right of way expenses to Bernardin, Lochmueller & Associates, Inc. for a bridge on CH 60 (Sefton Road) 2 miles east of Mt. Zion, *Section 07-00218-00-LA*.

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board as follows:

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Ten Thousand Six Hundred Fifty Dollars and No Cents (\$10,650.00) from County Matching Line Item 031-000-7780 (FY 14) to cover above right of way expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, and are anticipated to be completely disbursed by November 30, 2014, and will be paid 100% by Macon County with no additional reimbursement.

**PRESENTED, PASSED, AND APPROVED** this 13th day of March 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

H-1879-3-14

## BERNARDIN, LOCHMUELLER & ASSOCIATES, INC.

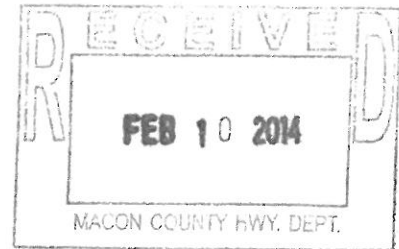
3 Oak Drive • Maryville, Illinois 62062 • www.blainc.com

Phone: 618.288.4665 • Fax: 618.288.4666

ONE SOURCE FOR A WORLD OF SOLUTIONS

February 7, 2014

Mr. Bruce Bird  
County Engineer  
Macon County Highway Department  
2405 North Woodford  
Decatur, IL 62526



RE: Land Acquisition Services  
County Highway 60 (Sefton Road over Big Creek)  
Section 07-00218-00-LA  
Macon County, Illinois

Dear Mr. Bird:

Bernardin, Lochmueller & Associates, Inc. (Bernardin Lochmueller) hereby presents this proposal for Land Acquisition Services for the acquisition of the right-of-way for the Sefton Road bridge reconstruction over Big Creek in Macon County, Illinois. The purpose of our land acquisition services will be to provide the Value Finding Appraisals, Value Finding Appraisal Reviews, and negotiations services for the acquisition of parcels of right of way and temporary easements.

### PROJECT DESCRIPTION

Macon County (County) proposes to reconstruct a bridge on Sefton Road over Big Creek southeast of Decatur, Illinois. This project will require the acquisition of right of way, and/or temporary easements for approximately 3 parcels. The parcel counts referred to in the "Scope of Services" are estimated, and upon receipt of the final plat of highways the actual parcel count and total fees shall be determined.

### SCOPE OF SERVICES

#### Value Finding Appraisals and Value Finding Appraisal Reviews

Bernardin Lochmueller will utilize the services of our licensed real estate appraisers to provide appraisals for those parcels. Bernardin Lochmueller will provide the Value Finding Appraisals at the fee for Value Finding Appraisals as shown below in the Fee and Schedule section.

In accordance with IDOT policies, the value finding appraisals must be reviewed by an approved Review Appraiser. Bernardin Lochmueller will provide the review of the value finding appraisals for those three parcels at the fee for Review of Value Finding Appraisals as shown below in the Fee and Schedule section.

Upon completion of the Value Finding Appraisals and Appraisal Reviews, Bernardin Lochmueller will submit the appraisal documents to the County for review and approval.

#### Negotiations for Right-of-way and Temporary Easements

Bernardin Lochmueller will furnish negotiation services for the acquisition of the three parcels that consist of fee simple title and/or temporary easements. The fee for these services will be at the per parcel

rate for Negotiations as shown in the Fee and Schedule section. Bernardin Lochmueller will obtain all deeds, temporary easements, trust documents and disclosures, partial releases of mortgage, articles of organization for limited liability companies and partnership agreements as required by the Illinois Department of Transportation for certification of the land acquisition process and as necessary to obtain the required property interest. Bernardin Lochmueller will deliver the signed conveyance documents, releases, disclosures, P-Tax forms, and W-9 forms to the County for recording.

Bernardin Lochmueller will make every reasonable effort to acquire the right of way and easements from the owners for the approved appraisal amounts. In the event that Bernardin Lochmueller, after making every reasonable effort (a minimum of three personal contacts and a maximum of six personal contacts) to negotiate with a property owner, is unable to obtain a settlement with the owner for the approved amount, we shall prepare a written summary of the progress of negotiations for the County. The County will then provide instruction to Bernardin Lochmueller as to the next step to be taken to either acquire the property through eminent domain or continue negotiations with the owner in an attempt to reach a settlement. If the County chooses to have Bernardin Lochmueller continue to negotiate with the owner, Bernardin Lochmueller will be compensated for the negotiation services completed for that parcel at the parcel rate for Negotiations and any further negotiations with the owner will be compensated at the hourly rate of \$110 per hour. The County shall provide a Not to Exceed limit and upon reaching that limit, Bernardin Lochmueller will cease negotiations and consult the County for direction on how to proceed with the acquisition of that parcel.

#### FEE AND SCHEDULE

Bernardin Lochmueller will furnish Value Finding Appraisals for approximately three parcels for \$1,500.00 per parcel and Reviews of Value Finding Appraisals for approximately three parcels for \$800.00 per parcel. Bernardin Lochmueller will furnish Negotiations on three parcels for \$1,250.00 per parcel. We recommend establishing a budget of \$10,650.00 based on the rates for Value Finding Appraisals, Reviews of Value Finding Appraisals and Negotiations for the acquisition of right of way and easements as shown below in Table 1.

If during the course of this project, Bernardin Lochmueller has reason to believe the actual fee for services could exceed the estimated cost, we will contact the County for authorization to continue.

Table 1 - Estimated Fees

Task	Fees Per Parcel	Fee (Estimated)
Value Finding Appraisals	\$1,500.00	\$4,500.00
Review of Value Finding Appraisals	\$800.00	\$2,400.00
Negotiations	\$1,250.00	\$3,750.00

The County will provide survey plats that depict the right of way and easements to be acquired, legal descriptions and property ownership information prior to Bernardin Lochmueller beginning work on an individual parcel. We will begin work on preliminary acquisition activities within five days of receiving the signed *Acceptance of Proposal for Professional Services*. These activities include the review of ownership information and compiling property sales for the Value Finding Appraisals. Upon receipt of the authorization from the County, within one month Bernardin Lochmueller will complete the Value Finding Appraisals and Reviews of Value Finding Appraisals and submit them to the County for review and approval. Negotiations with property owners for the acquisition of right of way will begin after the County has approved the Value Finding Appraisals, and all owners will be contacted and offers presented within three weeks of completion of the appraisals.

**ACCEPTANCE**

If the work order outlined herein is acceptable, please provide formal authorization to proceed by signing below and returning a copy for our records. This sheet provides important information regarding report distribution and invoicing. Formal authorization is necessary prior to initiation of the activities outlined herein. Bernardin Lochmueller services will be performed for the signatory of the enclosed form, and their lender (if applicable). Written consent must be provided by Bernardin Lochmueller should anyone other than the client (signatory) wish to excerpt, or rely on, the results of our activities.

If you have any questions or wish to revise the scope of this proposal, please call.

Respectfully,

**Bernardin, Lochmueller & Associates, Inc.**



Todd J. Halfman, P.E.  
Senior Engineer

TJH

PLEASE SIGN BELOW TO INDICATE ACCEPTANCE OF THIS PROPOSAL.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Billing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**MACON COUNTY BOARD RESOLUTION APPROPRIATING FUNDS FOR  
CONSTRUCTION EXPENSES FOR SECTION 14-00262-00-PV, A COLD IN-PLACE  
RECYCLING PROJECT ON CH 38 (WASHINGTON STREET) EAST OF MAROA**

**RESOLUTION NO. H-1880-3-14**

**WHEREAS**, the funds need to be appropriated for construction expenses for a Cold In-Place Recycling Project on CH 38 (Washington Street) east of Maroa, *Section 14-00262-00-PV*.

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board as follows:

- (1) THAT there be appropriated and there is hereby appropriated as much as, but not to exceed Two Hundred Eighty Thousand Dollars and No Cents (\$280,000.00) from County Matching Line Item 031-000-7780 (FY 14) to cover above construction expenses for the County's share of the costs.

The above costs will benefit a highway facility owned by Macon County, and are anticipated to be completely disbursed by November 30, 2014, and will be paid 100% by Macon County with no additional reimbursement.

**PRESENTED, PASSED, AND APPROVED** this 13th day of March 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS


ATTEST:

By:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

H-1880-3-14

 <b>Illinois Department of Transportation</b> <b>Local Agency Agreement for Federal Participation</b>	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	Macon County	X			
	Section	Fund Type		ITEP and/or SRTS Number	
	14-00262-00-PV	STP-R			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

Local Name CH 38 Washington Street CIR Reconstruction Route FAS 548 Length 39,241  
 Termini From Wood Street in Maroa east 7.43 miles to CH 25 (Argenta Road)

Current Jurisdiction Macon County TIP Number \_\_\_\_\_ Existing Structure No \_\_\_\_\_

**Project Description**

The project involves the Cold, In-Place Recycling of the existing pavement on Washington Street with the inclusion of additional rock to improve the structural capacity and cross section slope. The recycled pavement will then be surfaced with a Cape Seal and striped.

**Division of Cost**

Type of Work	STR	%	%	LA	%	Total
Participating Construction	1,120,000	( 80 )	( )	280,000	( 20 )	1,400,000
Non-Participating Construction	( )	( )	( )	( )	( )	( )
Preliminary Engineering	( )	( )	( )	( )	( )	( )
Construction Engineering	( )	( )	( )	( )	( )	( )
Right of Way	( )	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )
Materials	( )	( )	( )	( )	( )	( )
<b>TOTAL</b>	<b>\$ 1,120,000</b>			<b>\$ 280,000</b>		<b>\$ 1,400,000</b>

**NOTE** The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.  
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA)  
 METHOD \_\_\_\_\_ Monthly Payments of \_\_\_\_\_  
 METHOD C---LA's 280,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

## Agreement Provisions

### THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.
- Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.
- The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.
- Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (15) And certifies to the best of its knowledge and belief its officials:
- are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
  - If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
  - The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

- (25) (Single Audit Requirements) That if the LA expends \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that expend less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Finance and Administration, Audit Coordination Section, 2300 South Dirksen Parkway, Springfield, Illinois, 62764), within 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
- (26) That the LA is required to register with the System for Award Management or SAM (formerly Central Contractor Registration (CCR)), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please register at <https://governmentcontractregistration.com/sam-registration.asp>.

**THE STATE AGREES:**

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

**IT IS MUTUALLY AGREED:**

- (1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.
- (2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (3) This Agreement shall be binding upon the parties, their successors and assigns.
- (4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application



**ADDENDA**

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

**APPROVED**

Local Agency

Jay A. Dunn

\_\_\_\_\_  
Name of Official (Print or Type Name)

Macon County Board Chair

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number  
37-6001309 conducting business as a Governmental  
Entity.

DUNS      102-485211

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Ann L. Schneider, Secretary of Transportation

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael A. Forti, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tony Smail, Director of Finance and Administration

\_\_\_\_\_  
Date

**NOTE:** If signature is by an APPOINTED official, a  
authorizing said appointed official to execute this agreement is required.required.

**MACON COUNTY BOARD RESOLUTION APPROVING AN AGREEMENT  
WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION ON  
SECTION 12-00248-00-FL, THE INSTALLATION OF FLASHING LIGHTS AND  
GATES ON CH 59 (PRAIRIE VIEW ROAD) EAST OF LONG CREEK**

**RESOLUTION NO. H-1881-3-14**

**WHEREAS**, in the interest of public safety the Illinois Department of Transportation (IDOT) proposes to improve crossing warning signals at the intersection of Prairie View Road (CH 59) and the CSX Transportation railroad tracks (CSX) in Macon County (County); and

**WHEREAS**, IDOT, CSX and the County mutually agree to accomplish the proposed improvements through the use of Federal and/or State funds which are provided under applicable Federal or State act, law or appropriation; and

**WHEREAS**, the attached agreement details the work to be accomplished and the cost breakdown between the parties which shows no cost to the County for the work.

**NOW THEREFORE**, the Macon County Board hereby approves of the installation of flashing warning lights and gates at the at-grade railroad crossing location detailed above at no cost to the County of Macon.

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

**PRESENTED, PASSED, AND APPROVED** this 13th day of March 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

Prairie View Road  
Macon County  
Section 12-00248-00-FL  
Project RRP-5169(050)  
Job No. C-97-018-13

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
AGREEMENT  
for  
Local Agency Railway-Highway  
Grade Crossing Improvements

THIS AGREEMENT is made and entered into by and between the STATE OF ILLINOIS, acting by and through its Department of Transportation, hereinafter referred to as the "STATE", and Macon County, State of Illinois, acting by and through its County ~~Engineer~~<sup>Board</sup>, hereinafter referred to as the "LA" and CSX Transportation, Inc., hereinafter referred to as the "COMPANY."

WITNESSETH:

WHEREAS, in the interest of public safety the STATE proposes to improve crossing warning signal devices at the location listed on Exhibit A, as shown on the attached location map; and

WHEREAS, the parties mutually agree to accomplish the proposed improvements through the use of Federal and/or State funds which are provided under applicable Federal or State act, law or appropriation.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties hereto agree as follows:

SECTION 1. The project covered under this agreement shall be subject to all applicable Federal laws, rules, regulations, orders and approvals pertaining to all agreements, specifications, award of contracts, acceptance of work and procedure in general. The STATE and the COMPANY shall be governed by the applicable provisions of the Federal-Aid Policy Guide, Part 646, dated December 9, 1991, and any supplements or amendments thereto hereinafter referred to as the "Policy Guide".



SECTION 2. The COMPANY shall prepare the general layout plans (including surveys and other engineering services), and detailed estimates of cost. These general layout plans and estimates shall be submitted to the STATE for their approval.

SECTION 3. The completed crossing warning devices shall conform to Part VIII of the 2009 Edition of the National Manual on Uniform Traffic Control Devices (MUTCD), including any amendments which may be contained in the Illinois Supplement to the MUTCD. Barrier systems, such as guardrail and impact attenuators should not be used at railroad grade crossings except in extraordinary circumstances. Approval for the erection of any roadside barrier by the COMPANY must be obtained in writing in advance from the STATE.

SECTION 4. All required installation work at the grade crossing(s) shall be performed by the COMPANY with its own forces or in accordance with 23 CFR, part 646.216. In the event the COMPANY intends to use forces other than its own under a continuing contract or contracts, the COMPANY shall provide the Department with a list of the items of work to be accomplished under such contract or contracts and a list of the name of each contractor whose services will be used to perform the work. Such contracts shall be in compliance with the Civil Rights Act of 1964 and implementing regulations applicable to Federal-Aid Projects as well as the Illinois Fair Employment Practices Act and implementing rules and regulations.

SECTION 5. The COMPANY will not begin to work without written authorization from the STATE to proceed. The COMPANY shall file a form 1 or form 3 Petition of Illinois Administrative Code 1535 with the Illinois Commerce Commission (ICC) showing details of the automatic warning devices herein required, and shall receive approval thereof by X-Resolution before commencing with the installation. Upon receipt of authorization from the STATE and the ICC, the COMPANY shall promptly begin the work set forth in the agreement and shall notify in writing the AGENCIES listed on EXHIBIT A before commencing work.

SECTION 6. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% share of the cost of materials purchased, delivered and stored on the COMPANY'S property but not yet installed. The materials will

become the property of the STATE and must be designated for exclusive use on the project designated on EXHIBIT A.

In the event of any loss of material after payment, the COMPANY will replace the material at no cost to the STATE. The storage area of such materials shall be available for STATE inspection upon 24-hour notice. The bill shall be accompanied by a voucher from the material supplier indicating payment by the COMPANY. Payment under this paragraph shall not be claimed for any bill totaling less than \$500.

In the event the COMPANY fails to install the stored material within one year of the fully executed agreement date, the State may provide a written notice to the Company, requiring the COMPANY to promptly deliver the stored material to a location indicated in writing by the State. Upon delivery, the STATE shall then take possession of said material for the STATE'S own use. The delivery of the material to the STATE shall in no way serve to terminate this agreement or affect the other provisions of this agreement and in addition shall not affect the COMPANY'S right to claim payment for stockpiled material to replace that taken by the STATE.

SECTION 7. The COMPANY, for performance of its work as herein specified, may bill the STATE monthly (in sets of two) for the STATE'S 100% share of its expense as incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed, plus allowable FHWA approved additives. Reimbursement of labor additives will be limited to only the most current direct labor additives, small tools additives, equipment additive rate, if so developed, and public liability/property damage liability insurance rates as audited and approved by a cognizant State agency and the FHWA. Indirect overhead or general and administrative expenses, or those expenses which may be classified as such under generally accepted accounting principles are not eligible for reimbursement on this project.

The STATE after verifying that the bills are reasonable and proper shall promptly reimburse the COMPANY for 100% of the amount billed. Payment under this paragraph shall not be claimed for any bill totaling less than \$500. Upon completion of the project, the COMPANY shall provide the STATE with a written notification of the date of completion. The COMPANY, upon completion of its work, shall submit a complete and detailed final bill of all incurred costs to the

STATE no later than one year from the date of completion of the project. Otherwise, previous payments to the COMPANY may be considered final, except as agreed to by the STATE and the COMPANY. After the STATE has checked the final statement and agreed with the COMPANY that the costs are reasonable and proper, insofar as they are able to ascertain, the STATE shall then reimburse the COMPANY an amount, less previous payments, if any, equal to 100% of the amount billed. After the STATE has audited the expenses as incurred by the COMPANY and final inspection of the installation has been made, the STATE shall reimburse the COMPANY for any amount still owed to the COMPANY or bill the COMPANY for any overpayments or items of expense found as not being eligible for reimbursement.

The COMPANY shall maintain, for a minimum of 3 years after the date of the final bill, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract, which may be stored on electronic files, shall be available for review and may be audited by the AUDITOR GENERAL. The COMPANY agrees to cooperate fully with any audit conducted by the AUDITOR GENERAL and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

SECTION 8. The crossing warning signal system should be placed in service immediately after the installation is completed. The COMPANY shall notify the STATE in writing of the date of the completed installation. The STATE will perform a final inspection upon receiving the written notification.

SECTION 9. When construction of this project is completed, and so long as State law shall so require, the COMPANY shall maintain at its expense, or by agreement with others, provide for the maintenance of the crossing warning signal devices.

SECTION 10. If at any time subsequent to the completion of this improvement, the tracks in the area of the crossing are eliminated for any reason whatsoever, then the said signal system may be removed, relocated and reinstalled at another grade crossing of the COMPANY mutually designated and agreed to by the parties hereto and subject to the approval of the public authorities having any jurisdiction. The reinstalled signal system shall thereafter be subject to the terms of this agreement.

SECTION 11. In compliance with the Federal-Aid Policy Guide, dated December 9, 1991, Section 646.210, the railroad work as herein contemplated requires no contribution from the COMPANY.

SECTION 12. In the event that delays or difficulties arise in securing necessary federal or state approvals, or in acquiring rights-of way, or in settling damage claims, or for any other cause which in the opinion of the STATE render it impracticable to proceed with the construction of the project, then at any time before construction is started, the STATE may serve formal notice of cancellation upon the COMPANY and this agreement shall thereupon terminate. In the event of cancellation, the STATE shall reimburse the COMPANY for all eligible cost and expense incurred by the COMPANY prior to receipt of notice of cancellation and payment by the STATE.

SECTION 13. The COMPANY, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The COMPANY shall carry out applicable requirements of 49 CFR part 26 in the award and administration of STATE-assisted contracts. Failure by the COMPANY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy as deemed appropriate.

In the event any work at the crossing is performed by other than COMPANY forces, the provisions of "an act regulating wages of laborers, mechanics and other workers employed in public works by the State, County, City or any public body or any political subdivision or by any one under contract for public works" (Illinois Compiled Statutes, 820 ILCS 130/1 et seq.) shall apply.

SECTION 14. This agreement shall be binding upon the parties hereto, their successors or assigns.

SECTION 15. The COMPANY shall complete all work or shall be responsible that all work is completed by other forces within one year of the date of the fully executed agreement. In the event that all work cannot be completed within one year, the COMPANY shall notify the STATE in writing the cause for the delay before the one-year deadline has expired. Otherwise, the STATE will consider petitioning the Illinois Commerce Commission to order the work to be completed.

SECTION 16. At the time this Agreement was executed, there were funds available for the project; however, obligations assumed by the STATE under this Agreement shall cease immediately, without penalty or payment beyond that which the COMPANY has already accumulated, should the Illinois General Assembly or the Federal Highway Administration fail to appropriate or otherwise make available funds for the project.

SECTION 17. The COMPANY is hereby requested by the STATE, to perform preliminary engineering for the project, and authorized to accrue project reimbursable preliminary engineering costs beginning on January 14, 2013. The COMPANY hereby agrees to not invoice the STATE until such time this agreement is fully executed.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their duly authorized officers as of the dates below indicated.

By execution of this agreement and under penalties of perjury, the COMPANY certifies that its correct Federal Taxpayer Identification Number (TIN) is 54-6000720 and the COMPANY is doing business as a corporation.

Executed by the COMPANY this 10<sup>th</sup>  
day of January, 2013<sup>4</sup>

ATTEST:  
Paul R. Hitchcock

**PAUL R. HITCHCOCK**  
CORPORATE SECRETARY

CSX Transportation, Inc.

By: Dale W. Ophardt  
**Dale W. Ophardt**  
Assistant Vice President - Engineering

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Executed by the LOCAL AGENCY this \_\_\_\_\_  
day of \_\_\_\_\_, 2013<sup>4</sup>

ATTEST:  
\_\_\_\_\_

Macon County  
acting by and through its  
County Engineer Board

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED**

State of Illinois, Department of Transportation

\_\_\_\_\_  
Ann L. Schneider, Secretary of Transportation

BY: Aaron A. Weatherholt, Deputy Director of Highways      Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer      Date

Prairie View Road  
Macon County  
Section 12-00248-00-FL  
Project RRP-5169(050)  
Job No. C-97-018-13

EXHIBIT A

CROSSING IDENTIFICATION:

Railroad: CSX Transportation, Inc.

AAR DOT # 154 628U

RR M.P.: 269.93

Road Name: Prairie View Road

Location: Prairie View Road @ the CSX Transportation, Inc. tracks in near *Decatur*

EXISTING CONDITIONS:

One mainline track equipped with flashing light signals.

DESCRIPTION OF WORK TO BE DONE BY RAILROAD FORCE ACCOUNT:

1. Install gates and constant warning time circuitry.
2. Incidental work necessary to complete the items hereinabove specified.
3. CFDA Number: 20.205

DESCRIPTION OF WORK TO BE DONE BY OTHERS:

Local Agency agrees to provide at its expense any necessary advance warning signs and pavement markings as required by the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. When a marked traffic detour is required, the Local Agency at its expense shall furnish, erect, maintain and remove the traffic control devices necessary to detour highway traffic.

ATTACHMENTS:

Location Map

ESTIMATED RAILROAD COST: \$ 180,632.00

100% Federal participation \$ 180,632

AGENCIES TO BE NOTIFIED BEFORE COMMENCING WORK:

Mr. Bruce H Bird, County Engineer, Macon County, 2405 North Woodford Street, Decatur, IL 62526, telephone (217) 424-1404

SUBMIT ALL BILLS FOR THE STATE'S 100% SHARE TO:

James K. Klein, P. E., S.E.  
Acting Engineer of Local Roads and Streets  
Illinois Department of Transportation  
2300 South Dirksen Parkway, Room 205  
Springfield, Illinois 62764

Macon County  
Section 12-00248-00-FL  
Project RRP-5169(050)  
Job No. C-97-018-13  
Prairie View Road @  
CSX Transportation, Inc. Tracks  
AAR DOT #154 628U  
RR Milepost 269 93



OCEAN TRAIL RD

PRAIRIE VIEW RD

FITZGERALD RD

36

FIREHOUSE RD

WALKER RD

POINT PLEASANT RD

LONG CREEK

BENTONVILLE RD

85TH ST

WHISTLEVILLE RD

CAMP WARREN RD

LOCATION MAP  
AAR DOT #154 628U  
MACON COUNTY  
NEAR DECATUR ILLINOIS



**CSX TRANSPORTATION, INC.  
FORCE ACCOUNT ESTIMATE**

ACCT. CODE : 709 - IL0395

<b>ESTIMATE SUBJECT TO REVISION AFTER:</b>	<b>7/1/2014</b>	<b>DOT NO.:</b> 154628u
<b>CITY:</b> Decatur	<b>COUNTY:</b> Macon	<b>STATE:</b> IL
<b>DESCRIPTION:</b> Prairie View Rd. - Installation of Flashing Light Signals & Gates with CWT.		
<b>DIVISION:</b> Nashville	<b>SUB-DIV:</b> Decatur	<b>MILE POST:</b> BD - 269.93
<b>AGENCY PROJECT NUMBER:</b> RRP-5169(050)		

**PRELIMINARY ENGINEERING:**

200 Labor (Non Contract)	\$ -
200 Additive	\$ -
230 Expenses	\$ -
212 Contracted & Administrative Engineering Services	\$ 3,500
<b>Subtotal</b>	\$ 3,500

**CONSTRUCTION ENGINEERING/INSPECTION:**

200 Labor (Non Contract)	\$ -
200 Additive	\$ -
230 Expenses	\$ -
212 Contracted & Administrative Engineering Services	\$ 1,500
<b>Subtotal</b>	\$ 1,500

**FLAGGING SERVICE: (Contract Labor)**

070 Labor (Conductor-Flagman)	\$ -
050 Labor (Foreman/Inspector)	\$ -
070 Additive      117.39%      (Transportation Department)	\$ -
050 Additive      118.86%      (Engineering Department)	\$ -
230 Per Diem      (Engineering Department)	\$ -
230 Expenses	\$ -
<b>Subtotal</b>	\$ -

**SIGNAL & COMMUNICATIONS WORK:**      (Details Attached)      \$      159,211

**TRACK WORK:** (Details Attached)      \$      -

**PROJECT SUBTOTAL**      \$      164,211

900 **CONTINGENCIES:**      10.00%      \$      16,421

**GRAND TOTAL** \*\*\*\*\*      \$      180,632

**DIVISION OF COST:**

Agency	<u>100.00%</u>	\$      180,632
Railroad		\$      -

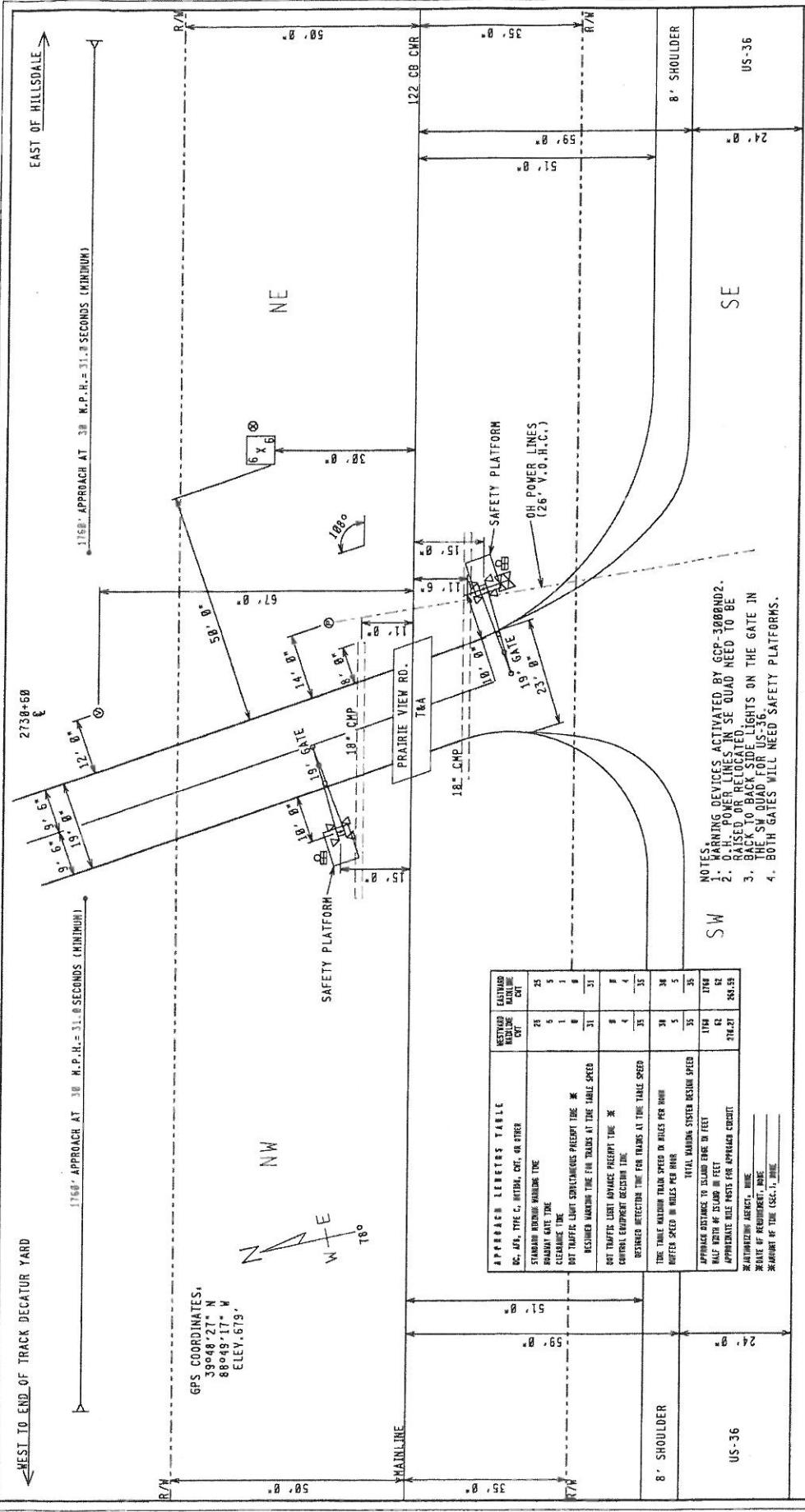
**TOTAL** \*\*\*\*\*      \$      180,632

**NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.**

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida

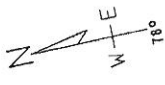
Estimated prepared by:	BSE	Approved by:	AJD	CSXT Public Project Group
DATE:	1/2/2014	REVISED:	DATE:	1/2/2014



1760' APPROACH AT 30 M.P.H. = 31.8 SECONDS (MINIMUM)

1160' APPROACH AT 30 M.P.H. = 31.8 SECONDS (MINIMUM)

GPS COORDINATES:  
 39°48'27" N  
 88°49'17" W  
 ELEV. 679'



APPROACH LETTERS TABLE

NO.	LETTER	TYPE	HEIGHT	WIDTH	SPACING	INSTALLATION
1	A	ALUMINUM	4"	6"	12"	SEE SPEC.
2	B	ALUMINUM	4"	6"	12"	SEE SPEC.
3	C	ALUMINUM	4"	6"	12"	SEE SPEC.
4	D	ALUMINUM	4"	6"	12"	SEE SPEC.
5	E	ALUMINUM	4"	6"	12"	SEE SPEC.
6	F	ALUMINUM	4"	6"	12"	SEE SPEC.
7	G	ALUMINUM	4"	6"	12"	SEE SPEC.
8	H	ALUMINUM	4"	6"	12"	SEE SPEC.
9	I	ALUMINUM	4"	6"	12"	SEE SPEC.
10	J	ALUMINUM	4"	6"	12"	SEE SPEC.
11	K	ALUMINUM	4"	6"	12"	SEE SPEC.
12	L	ALUMINUM	4"	6"	12"	SEE SPEC.
13	M	ALUMINUM	4"	6"	12"	SEE SPEC.
14	N	ALUMINUM	4"	6"	12"	SEE SPEC.
15	O	ALUMINUM	4"	6"	12"	SEE SPEC.
16	P	ALUMINUM	4"	6"	12"	SEE SPEC.
17	Q	ALUMINUM	4"	6"	12"	SEE SPEC.
18	R	ALUMINUM	4"	6"	12"	SEE SPEC.
19	S	ALUMINUM	4"	6"	12"	SEE SPEC.
20	T	ALUMINUM	4"	6"	12"	SEE SPEC.
21	U	ALUMINUM	4"	6"	12"	SEE SPEC.
22	V	ALUMINUM	4"	6"	12"	SEE SPEC.
23	W	ALUMINUM	4"	6"	12"	SEE SPEC.
24	X	ALUMINUM	4"	6"	12"	SEE SPEC.
25	Y	ALUMINUM	4"	6"	12"	SEE SPEC.
26	Z	ALUMINUM	4"	6"	12"	SEE SPEC.
27	0	ALUMINUM	4"	6"	12"	SEE SPEC.
28	1	ALUMINUM	4"	6"	12"	SEE SPEC.
29	2	ALUMINUM	4"	6"	12"	SEE SPEC.
30	3	ALUMINUM	4"	6"	12"	SEE SPEC.
31	4	ALUMINUM	4"	6"	12"	SEE SPEC.
32	5	ALUMINUM	4"	6"	12"	SEE SPEC.
33	6	ALUMINUM	4"	6"	12"	SEE SPEC.
34	7	ALUMINUM	4"	6"	12"	SEE SPEC.
35	8	ALUMINUM	4"	6"	12"	SEE SPEC.
36	9	ALUMINUM	4"	6"	12"	SEE SPEC.

- NOTES:
- WARNING DEVICES ACTIVATED BY GCP-3000RD2.
  - RAISED OR REDUCED SE QUAD NEED TO BE
  - BACK TO BACK SIDE LIGHTS ON THE GATE IN
  - THE SW QUAD FOR US-36.
  - BOTH GATES WILL NEED SAFETY PLATFORMS.

FILE NAME: B026993.HR1	REVISION DATES:	PRODUCED BY:	LEGEND:	GUARD RAIL:	METER SERVICE:	STREET NAME: PRAIRIE VIEW RD.
DATE: 05/04/2013	05-24-2013 GRN	CSX TRANSPORTATION	CSX ROW	G.H. POWER	POLE	CITY & STATE: DECATUR, IL
DRAWN BY: NOVINSKI, GREG		7775 BAYMEADOWS WAY	R/R POLELINE	FENCE	FIRE PLUG	PROJECT #: 112013017
CHECKED BY: WILTISIE, JOE		SUITE 250	GAS	WATER	SEWER CAP	OP #: 110395
BSSC #: JXX023666		JACKSONVILLE, FL 32256	FIBER OPTIC	SEWER	GAS VENT	DOT #: 154628U
						PROPOSED CROSSING LAYOUT
						1"=20'

**MACON COUNTY BOARD RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE MACON COUNTY BOARD AND THE VILLAGE OF MT. ZION**

**RESOLUTION NO. H- 1882-3-14**

**WHEREAS**, the County Board has established a Utility Permit Policy that covers the installation and maintenance of public and private utilities on County Highway Right of Way, and

**WHEREAS**, there are certain permit fees required by the Utility Permit Policy for installing and maintaining public and private utilities on County Highway Right of Way, and

**WHEREAS**, the Utility Permit Policy allows for utilities owned by Local Government Agencies to request the permit fees to be waived for their ongoing work activities, and

**WHEREAS**, the County Board is prepared waive the utility permit fees for the Village of Mt. Zion.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board, in consideration of the County Board waiving the utility permit fees for the Village of Mt. Zion, both the County Board and the Village of Mt. Zion agree with the following:

1. This Memorandum of Understanding is being submitted with the understanding that it will cover all proposed utility permit work for 10 years.
2. This Memorandum does not relieve the Village of Mt. Zion from repairing any damages caused to the County Highway Right of Way as part of their utility work.
3. The Village of Mt. Zion will still be required to submit the permit and utility drawings to the County Highway Department for approval prior to commencement of work to be performed on County Highway Right of Way.

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon the adoption thereof.

**PRESENTED, PASSED, APPROVED** this 13th day of March 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

H-1882-3-14



January 23, 2014

1400 MT. ZION PARKWAY  
MT. ZION, IL 62549

Mr. Bruce Bird, PE  
Macon County  
Superintendent of Highways  
2405 N. Woodford St.

RE: Village of Mt. Zion  
Utility Permit

Dear Bruce:

Whereas, the County Board has established a Utility Permit Policy that covers the installation and maintenance of public and private utilities on County Highway Right of Way, and

Whereas, there are certain permit fees required by the Utility Permit Policy for installing and maintaining public and private utilities on County Highway Right of Way, and

Whereas, the Utility Permit Policy allows for utilities owned by Local Government Agencies to request the permit fees to be waived for their ongoing work activities, and

Whereas, the County Board is prepared waive the utility permit fees for the Village of Mt. Zion.

Therefore, in consideration of the County Board waiving the utility permit fees for the Village of Mt. Zion, both the County Board and the Village of Mt. Zion agree with the following:

1. This Memorandum of Understanding is being submitted with the understanding that it will cover all proposed utility permit work for 10 years.

2. This Memorandum does not relieve the Village of Mt. Zion from repairing any damages caused to the County Highway Right of Way as part of their utility work.

(217) 864-5424  
FAX (217) 864-5935

[www.mtzion.com](http://www.mtzion.com)

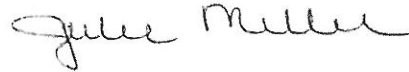
MAYOR  
DONALD R. ROBINSON, JR.

VILLAGE TRUSTEES  
Rick Bright  
Cathy Derby  
Kevin Fritzsche  
Ron Johnson  
Donna Seales  
Mark Wells

ADMINISTRATOR  
Julie A. Miller

3. The Village of Mt. Zion will still be required to submit the permit and utility drawings to the County Highway Department for approval prior to commencement of work to be performed on County Highway Right of Way.

Sincerely,

A handwritten signature in cursive script that reads "Julie Miller".

Julie Miller, Village Administrator

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**MACON COUNTY BOARD RESOLUTION AWARDING  
ANNUAL COUNTY SIGN BID**

**RESOLUTION NO. H-1883-3-14**

**WHEREAS**, the County held a bid opening for signs on January 22, 2014, at the  
Macon County Highway Department; and

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board that they hereby  
approve Stello Products, Inc. as the low bidder for County signs in the amount of Six  
Thousand Two Hundred Forty Nine Dollars and Twenty Five Cents (\$6,249.25).

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon  
the adoption thereof.

**PRESENTED, PASSED, AND APPROVED** this 13th day of March 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

H.1883.3-14



## Macon County Highway Department

2405 North Woodford St., Decatur, IL 62526

(217) 424-1404 FAX (217) 424-2516

[www.co.macon.il.us/highway.php](http://www.co.macon.il.us/highway.php)

January 7, 2014

TO WHOM IT MAY CONCERN:

Please submit a sealed bid for Signs for the Macon County Highway Department.

Complete the enclosed forms and return it in a sealed envelope with the appropriate information stated on the outside of the envelope as to what the bid is for. Please mail it to the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704.

Bids will be accepted until 10:00 A.M. on Wednesday, January 22, 2014. At which time they will be opened and read in the conference room at the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. The Macon County Board reserves the right to reject any and all bids.

Sincerely,

Macon County Highway Department

A handwritten signature in black ink, appearing to read "Bruce H. Bird", is written over the printed name.

Bruce H. Bird, P.E.  
County Engineer

Enclosure

**NOTICE TO BIDDERS**  
**REQUEST FOR SEALED BID**

The Macon County Highway Department will be accepting sealed bids on Signs; detailed specifications may be obtained from the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. Bids will be accepted until 10:00 A.M. on Wednesday, January 22, 2014. At which time they will be opened and read. (The Macon County Highway Department reserves the right to reject any and all proposal.)

Macon County Highway Department



Bruce Bird  
County Engineer



## TERMS & CONDITIONS

001	General Information	028	Bid Award
002	Bid Forms	029	Rejection of Bids
003	Bid Identification	030	Notice to Proceed
004	Bid Signature	031	Contract Renewal
005	Bid Submission	032	Availability of Funds
006	F.O.B. Point	033	Termination of Contract
007	Delivery	034	Packing List Contract Renewal
008	Delivery	035	Payment & Invoices
009	Duration of Agreement	036	Partial Payment
010	Protection Against Price Increases	037	Taxes
011	Quantities	038	Material Safety Data Sheet
012	Variations	039	Fair Employment Practices
013	Bid Contract	040	Licenses & Permits
014	Qualifications of Bidder	041	Samples
015	Warranty	042	Return of Materials
016	Non-Collusion	043	Liquidated Damage Clause
017	Vendor Default	044	Bid Bonds/Deposits
018	Addenda & Changes	045	Performance Bonds
019	Bid Opening	046	Certificate of Insurance
020	Late Bids	047	Hold Harmless Cause
021	Changes, Alterations & Erasures		
022	Mistakes		
023	Bid Errors		
024	Tie Bids		
025	Bid Tabulation		
026	Maintaining Bill Status		
027	Bid Evaluation		

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## 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 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 in an envelope with the bid number and title on the outside and mailed or delivered in person to the Macon County Highway Department on or before the specified time.

For information concerning this bid please contact:

Macon County Highway Department  
2405 N. Woodford St.  
Decatur, IL 62526-4704  
(217) 424-1404

### 002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by Macon County. 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 Macon County Highway Department. 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.

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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 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 is not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotation, which may be faxed.

006 F.O.B. POINT

All prices quoted herein will be on a F.O.B. Destination basis: Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. 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, 7:00 A.M. to 3:00 P.M. excluding Macon County holidays.

008 DELIVERY

Delivery time is of the essence in the award of this invitation to Bid. Delivery shall be no later than 21 days from receipt of purchase order. Bids submitted which fail to meet this requirement shall be cause for cancellation and default of the contract.

009 DURATION OF AGREEMENT

Unless otherwise state, the price and conditions stated in this bid shall be in effect for a period of one year from the date of insurance 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.

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011

QUANTITIES

Macon County specifically reserves the right at any time 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 County, without such change affecting the contract unit price set forth in the proposal form by the bidder. The County reserves the right to purchase additional quantities at the bid price for a period not to exceed 90 days from the notice to proceed. If additional quantities are not acceptable, the proposal sheets must be notes "Bid for specified quantity only". In the case of annual supply contracts, the price bid will be for a period of 12 months.

012

VARIATIONS

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

013

BID CONTRACT

Direct contract with Macon County Departments other than the Macon County Highway Department on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Macon County Engineer or designated representative.

014

QUALIFICATIONS OF BIDDER

Macon County 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 County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and the complete the work contemplated therein. Conditional bids will not be accepted.

015

WARRANTY

The successful bidder shall full warranty all goods and services proposed against defects in materials (parts) and/or workmanship (labor) for the period of one year from date of delivery and acceptance by Macon County Highway Department. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace it at no cost to the County immediately upon notice.

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

All equipment supplied shall contain 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

Macon County Highway Department shall not accept bids from or award contracts to any person, firm, or corporation who is default on any obligation (i.e.: payment of taxes, license, or other monies) to the County.

018 ADDENDA & CHANGES

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

019 BID OPENING

The Macon County Engineer or designated representative opens all formal bids in public, 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 related to the award of the contract will be made at the opening.

020 LATE BIDS

The bid time will be and must be carefully observes. The responsibility of getting the bid to the Macon County Highway Department on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Macon County Highway Department after the time and date specified for opening must be rejected unopened, NO EXCEPTIONS. 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 & ELIMINATIONS

The bidder in ink next to such change, alteration or eliminations must be initialed. All changes, alterations and eliminations made by the bidder prior to submission of the Macon County Highway Department.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extension, 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 Macon County. However, if an error is discovered you must notify the Highway Department.

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, Macon County will exercise its right of collection. If a bid were 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 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 it 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~~ MAINTAINING BID STATUS

To be retained on the active bidder list, bidders MUST respond to the Invitation to Bid. To project you 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.

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The bids are carefully examined by the Highway Department. 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 recommendation.

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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 County to be capable of satisfactorily performing contractual obligations.

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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 County. The County may however reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of the bid. The County may also waive any informalities or irregularities in any bid.

030 NOTICE TO PROCEED

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

031 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 County Board.

032 AVAILABILITY OF FUNDS

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

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

—Macon County Highway Department reserves the right to terminate the contract without showing cause upon giving a 30-day written notice to supplier.

034 PACKING LIST

Packing lists showing the Macon County Highway Department purchase order number must be furnished with each shipment.

035 PAYMENT & INVOICES

Full payment will be made only after the receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. Macon County Highway Department's representative will issue no payments prior to the receipt and acceptance of commodities and services. Invoices should be exact as to the correct quantity, size, grade, description, and unit and total price as stated on the purchase order. All invoices must include the purchase order number.



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Partial payment is 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 Macon County Highway Department. Back orders should be noted on the invoice submitted.

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Macon County does not pay Federal Excise and State Sales tax. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the County for their purchase of goods or services, used in work or goods supplied to the County.

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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.

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Samples of items for the purpose of evaluation must be furnished, If requested, free of expense on or before the bid opening time and date, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturers brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions, which include shipping information and name of carrier and must be received within 30 days after the bid opening date. If instructions are not received within this time the item(s) shall become the property of Macon County.

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Invoices will not be processed for payment until all copy, photos, artwork and other materials supplied by the purchaser is returned. Such a return is a condition of the contract. All materials should be handled carefully and returned to the Macon County Highway Department in good condition.



043 LIQUIDATED DAMAGE CLAUSE

The time required by the contractor to complete this project should be stated in calendar days.  
(  21  ).

Number of Days

In the event that the contractor fails to complete the work required as sated in these specifications, then the amount of \$250 a day will be deducted from the contractor's invoice for every delinquent calendar day. This amount shall be retained by Macon County Highway Department as liquidated damages and not as a penalty. If is NOW BEING AGREED that said sustain due to the contractor's failure to complete the work on schedule.

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If requested bids must be accompanied by a bid bond or deposit amounting to five percent (5%) of the total bid. Bid deposits are in the form of Bank Cashiers Check, Certified Check, or Bid Bond made payable to Macon County Highway Department. Unsuccessful bidders will have their deposits returned within ten (10) days, after either the contract is awarded or the successful bidder accepts the purchase order. If the successful bidder fails to deliver as indicated in the Invitation to Bid, does not enter into the contract or failed to accept the purchase order, Macon County shall be entitled to retain the deposit to rectify the bidders unacceptable performance. In other words the bid deposit will be forfeited to the County.

045 PERFORMANCE BOND

If request, the successful bidder shall furnish an annual performance bond in connection with the contract to protect Macon County from loss due to the bidders inability to complete the agreed upon contract annually. Performance bonds are equal to one hundred percent (100%) of the total amount of the bids for each year of the contract. Performance bonds will be forfeited to Macon County Highway Department should the successful bidder fail to comply with the terms and conditions established in the specifications and the award. Performance bonds will be held until all contractual obligations are met to the satisfaction of Macon County Highway Department.

In a bid where a Bid Bond and a Performance Bond are required. Macon County will return the Bid Bond upon receiving the Performance Bond. Under no circumstances shall the successful bidder start work until he/she supplied Macon County a Performance Bond. If the successful bidder fails to supply a Performance Bond as specified in the bid, the County shall be entitled to retain the bid deposits to remedy the bidder's unacceptable performance.

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046

CERTIFICATE OF INSURANCE

If requested, the contractor, prior to the execution of the contract, shall file with Macon County Highway Department copies of completed certificates of insurance. The Commercial General Liability policy shall include Macon County Highway Department as an additional insured with the following amounts of coverage:

Bodily Injury Liability	\$500,000 each occurrence
Property Damage Liability	\$500,000 each occurrence

The contractor shall maintain automobile liability insurance with Macon County Highway Department additional insured with the minimum amounts of coverage:

Bodily Injury Liability	\$500,000 each occurrence
Property Damage Liability	\$500,000 each occurrence

The lowest responsibility bidder must provide the County with certificates of insurance within five (5) days of the bidding. Failure to provide the certificate will cause the lowest responsible bidder to lose their right to the contract and the contract will be awarded to the next lowest responsible bidder who can provide said certificate within five (5) days of notification. All certificated of insurance shall provide that the insurance company shall give the County thirty (30) days prior written notice of cancellation, no-renewal or any material changes in the policy. The contractor's employees will be covered by Worker's compensation insurance, which is required by law and shall include an all states of universal endorsement.

047

HOLD HARMLESS CLAUSE

The contractor will hold the County 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 persons or property sustained by reason of or-as-a result of the products or services supplied.

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**MACON COUNTY BOARD RESOLUTION AWARDING  
ANNUAL COUNTY CULVERT BID**

**RESOLUTION NO. H-1884-3-14**

**WHEREAS**, the County held a bid opening for culverts on January 22, 2014, at the  
Macon County Highway Department; and

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board that they hereby  
approve Metal Culverts, Inc. as the low bidder for County culverts in the amount of Thirty  
Thousand Two Hundred Forty One Dollars and Eighty One Cents (\$30,241.81).

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon  
the adoption thereof.

**PRESENTED, PASSED, AND APPROVED** this 13th day of March 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

H-1884-3-14



**Macon County Highway Department**  
2405 North Woodford St., Decatur, IL 62526  
(217) 424-1404 FAX (217) 424-2516  
[www.co.macon.il.us/highway.php](http://www.co.macon.il.us/highway.php)

January 7, 2014

Ladies and Gentlemen:

Please submit a sealed bid for Pipe, Bands, and End Section for the Macon County Highway Department.

Complete the enclosed forms and return it in a sealed envelope with the appropriate information stated on the outside of the envelope as to what the bid is for. Please mail it to the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704.

Bids will be accepted until 10:00 A.M. on Wednesday, January 22, 2014. At which time they will be opened and read in the conference room at the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL, 62526-4704. The Macon County Board reserves the right to reject any and all bids.

Sincerely,

Macon County Highway Department

A handwritten signature in black ink, appearing to read "Bruce H. Bird", is written over a horizontal line.

Bruce H. Bird, P.E.  
County Engineer

Enclosure

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*Word: G Drive: Culverts & Pipes  
Culvert & Pipe Bids/2014/  
NOTICE TO BIDDERS 2014 Pipe and Bands*

**NOTICE TO BIDDERS**  
**REQUEST FOR SEALED BID**

The Macon County Highway Department will be accepting sealed bids on Pipes, Bands and End Sections; detailed specifications may be obtained from the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. Bids will be accepted until 10:00 A.M. on Wednesday, January 22, 2014. At which time they will be opened and read. (The Macon County Highway Department reserves the right to reject any and all proposal.)

Macon County Highway Department



Bruce Bird  
County Engineer

## TERMS & CONDITIONS

001	General Information	028	Bid Award
002	Bid Forms	029	Rejection of Bids
003	Bid Identification	030	Notice to Proceed
004	Bid Signature	031	Contract Renewal
005	Bid Submission	032	Availability of Funds
006	F.O.B. Point	033	Termination of Contract
007	Delivery	034	Packing List Contract Renewal
008	Delivery	035	Payment & Invoices
009	Duration of Agreement	036	Partial Payment
010	Protection Against Price Increases	037	Taxes
011	Quantities	038	Material Safety Data Sheet
012	Variations	039	Fair Employment Practices
013	Bid Contract	040	Licenses & Permits
014	Qualifications of Bidder	041	Samples
015	Warranty	042	Return of Materials
016	Non-Collusion	043	Liquidated Damage Clause
017	Vendor Default	044	Bid Bonds/Deposits
018	Addenda & Changes	045	Performance Bonds
019	Bid Opening	046	Certificate of Insurance
020	Late Bids	047	Hold Harmless Cause
021	Changes, Alterations & Erasures		
022	Mistakes		
023	Bid Errors		
024	Tie Bids		
025	Bid Tabulation		
026	Maintaining Bill Status		
027	Bid Evaluation		

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## 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 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 in an envelope with the bid number and title on the outside and mailed or delivered in person to the Macon County Highway Department on or before the specified time.

For information concerning this bid please contact:

Macon County Highway Department  
2405 N. Woodford St.  
Decatur, IL 62526-4704  
(217) 424-1404

### 002 BID FORMS

Bids are to be submitted on the attached Bidder's Proposal Form furnished by Macon County. 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 bidder's responsibility to ensure that bids are sealed prior to delivery to the Macon County Highway Department. 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.

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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 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 shall 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 is not valid and will not be considered. Only written bids in sealed, properly marked envelopes will be accepted.

The exception would be informal quotation, which may be faxed.

006 F.O.B. POINT

All prices quoted herein will be on a F.O.B. Destination basis: Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. 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, 7:00 A.M. to 3:00 P.M. excluding Macon County holidays.

008 DELIVERY

Delivery time is of the essence in the award of this invitation to Bid. Delivery shall be no later than 30 days from receipt of purchase order. Bids submitted which fail to meet this requirement shall be cause for cancellation and default of the contract.

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.

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011 QUANTITIES

Macon County specifically reserves the right at any time 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 County, without such change affecting the contract unit price set forth in the proposal form by the bidder. The County reserves the right to purchase additional quantities at the bid price 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.

012 VARIATIONS

For purposes of bid evaluations, bidders must indicate any variations 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 CONTRACT

Direct contact with Macon County Departments other than the Macon County Highway Department on the subject of this bid is expressly forbidden except with the foreknowledge and permission of the Macon County Engineer or designated representative.

014 QUALIFICATIONS OF BIDDER

Macon County 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 County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and the complete the work contemplated therein. Conditional bids will not be accepted.

015 WARRANTY

The successful bidder shall fully warrant all goods and services proposed against defects in materials (parts) and/or workmanship (labor) for the period of one year from date of delivery and acceptance by Macon County Highway Department. Should any defect occur on parts or labor excepting ordinary wear and tear, the successful bidder shall repair or replace it at no cost to the County immediately upon notice.

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

All equipment supplied shall contain maintenance instructions and parts list.

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016 NON-COLLUSION

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

017 VENDOR DEFAULT

Macon County Highway Department shall not accept bids from or award contracts to any person, firm, or corporation who is default on any obligation (i.e.: payment of taxes, license, or other monies) to the County.

018 ADDENDA & CHANGES

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

019 BID OPENING

The Macon County Engineer or designated representative opens all formal bids in public, 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 related 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 Macon County Highway Department on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Macon County Highway Department after the time and date specified for opening must be rejected unopened, NO EXCEPTIONS. 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 & ELIMINATIONS

The bidder in ink next to such change, alteration or eliminations must be initialed. All changes, alterations and eliminations made by the bidder prior to submission of the Macon County Highway Department.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extension, 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 Macon County. However, if an error is discovered you must notify the Highway Department.

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, Macon County will exercise its right of collection. If a bid were withdrawn in this manner, the award in turn would be awarded to the next lowest and best responsive and responsible bidder.

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The contractor shall maintain automobile liability insurance with Macon County Highway Department additional insured with the minimum amounts of coverage:

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The lowest responsible bidder must provide the County with certificates of insurance within five (5) days of the bidding. Failure to provide the certificate will cause the lowest responsible bidder to lose their right to the contract and the contract will be awarded to the next lowest responsible bidder who can provide said certificate within five (5) days of notification. All certificates of insurance shall provide that the insurance company shall give the County thirty (30) days prior written notice of cancellation, no-renewal or any material changes in the policy. The contractor's employees will be covered by Worker's compensation insurance, which is required by law and shall include an all states of universal endorsement.

047

HOLD HARMLESS CLAUSE

The contractor will hold the County 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 persons or property sustained by reason of or as a result of the products or services supplied.



**MACON COUNTY BOARD RESOLUTION AWARDING  
THE PURCHASE OF A NEW MOWER DECK**

**RESOLUTION NO. H-1885-3-14**

**WHEREAS**, the County held a bid opening for a 72” Rotary Excavator Mower Deck on February 19, 2014, at the Macon County Highway Department; and

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board that they hereby approve Kocnig Body & Equipment, Inc. as the low bidder for a new mower deck in the amount of Thirteen Thousand Seven Hundred Twenty Two Dollars and No Cents (\$13,722.00).

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon the adoption thereof.

**PRESENTED, PASSED, AND APPROVED** this 13th day of March 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board



H-1885-3-14



## Macon County Highway Department

2405 North Woodford St., Decatur, IL 62526

(217) 424-1404 FAX (217) 424-2516

[www.co.macon.il.us/highway.php](http://www.co.macon.il.us/highway.php)

January 28, 2014

Ladies and Gentlemen:

Will you please submit a Sealed Bid for a 72" Rotary Excavator Mower for the Macon County Highway Department.

Please fill out the enclosed forms and return it in a sealed envelope with the appropriate information stated on the outside of the envelope as to what the bid is for. Please mail it to the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704.

Bids will be accepted until 10:00 A.M. on Wednesday, February 19, 2014. At which time they will be opened and read in the conference room at the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. The Macon County Board reserves the right to reject any and all bids.

Sincerely,

Macon County Highway Department

Bruce H. Bird, P.E.  
County Engineer

Enclosure

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*Word: Bids*  
*NOTICE TO BIDDERS 72" Rotary Excavator Mower*

**NOTICE TO BIDDERS**  
**REQUEST FOR SEALED BID**

The Macon County Highway Department will be accepting sealed bids for a 72" Rotary Excavator Mower; detailed specifications may be obtained from the Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. Bids will be accepted until 10:00 A.M. on Wednesday, February 19, 2014. At which time they will be opened and read. (The Macon County Highway Department reserves the right to reject any and all proposal.)

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## TERMS & CONDITIONS

001	General Information	028	Bid Award
002	Bid Forms	029	Rejection of Bids
003	Bid Identification	030	Notice to Proceed
004	Bid Signature	031	Contract Renewal
005	Bid Submission	032	Availability of Funds
006	F.O.B. Point	033	Termination of Contract
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018	Addenda & Changes	045	Performance Bonds
019	Bid Opening	046	Certificate of Insurance
020	Late Bids	047	Hold Harmless Cause
021	Changes, Alterations & Erasures		
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The bid is to be filled out entirely, signed and the entire document in an envelope with the bid number and title on the outside and mailed or delivered in person to the Macon County Highway Department on or before the specified time.

For information concerning this bid please contact:

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2405 N. Woodford St.  
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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.

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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.

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

019 BID OPENING

The Macon County Engineer or designated representative opens all formal bids in public, 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 related 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 Macon County Highway Department on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Macon County Highway Department after the time and date specified for opening must be rejected unopened, NO EXCEPTIONS. 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 & ELIMINATIONS

The bidder in ink next to such change, alteration or eliminations must be initialed. All changes, alterations and eliminations made by the bidder prior to submission of the Macon County Highway Department.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extension, 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 Macon County. However, if an error is discovered you must notify the Highway Department.

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, Macon County will exercise its right of collection. If a bid were 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 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 it 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 MAINTAINING BID STATUS

To be retained on the active bidder 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.

027 BID EVALUATION

The bids are carefully examined by the Highway Department. 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 recommendation

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028 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 County to be capable of satisfactorily performing contractual obligations.



029 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 County. The County may however reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of the bid. The County may also waive any informalities or irregularities in any bid.

030 NOTICE TO PROCEED

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

031 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 County Board.

032 AVAILABILITY OF FUNDS

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

033 TERMINATION OF CONTRACT

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

Macon County Highway Department reserves the right to terminate the contract without showing cause upon giving a 30-day written notice to supplier.

034 PACKING LIST

Packing lists showing the Macon County Highway Department purchase order number must be furnished with each shipment.

035 PAYMENT & INVOICES

Full payment will be made only after the receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. Macon County Highway Department's representative will issue no payments prior to the receipt and acceptance of commodities and services. Invoices should be exact as to the correct quantity, size, grade, description, and unit and total price as stated on the purchase order. All invoices must include the purchase order number.

036 PARTIAL PAYMENT

Partial payment is 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 Macon County Highway Department. Back orders should be noted on the invoice submitted.

037 TAXES

Macon County does not pay Federal Excise and State Sales tax. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the County for their purchase of goods or services, used in work or goods supplied to the County.

038 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiles 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 award of the bid by the County.

039 FAIR EMPLOYEMENT 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.

040 LICENSES & PERMITS

It shall be the responsibility of the successful bidder to obtain at no additional cost to Macon County any and all licenses and permits required to complete this bid. The licenses and permits shall be readily available for review by the Macon County Engineer or designated representative.

041 SAMPLES

Samples of items for the purpose of evaluation must be furnished, **If** requested, free of expense on or before the bid opening time and date, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions, which include shipping information and name of carrier and must be received within 30 days after the bid opening date. If instructions are not received within this time the item(s) shall become the property of Macon County.

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042 RETURN OF MATERIALS

Invoices will not be processed for payment until all copy, photos, artwork and other materials supplied by the purchaser is returned. Such a return is a condition of the contract. All materials should be handled carefully and returned to the Macon County Highway Department in good condition.

043

LIQUIDATED DAMAGE CLAUSE

The time required by the contractor to complete this project should be stated in calendar days.  
( 30 ).

Number of Days

In the event that the contractor fails to complete the work required as sated in these specifications, then the amount of \$250 a day will be deducted from the contractor's invoice for every delinquent calendar day. This amount shall be retained by Macon County Highway Department as liquidated damages and not as a penalty. It is NOW BEING AGREED that said sustain due to the contractor's failure to complete the work on schedule.

044

BID BONDS/DEPOSITS

If requested bids must be accompanied by a bid bond or deposit amounting to five percent (5%) of the total bid. Bid deposits are in the form of Bank Cashiers Check, Certified Check, or Bid Bond made payable to Macon County Highway Department. Unsuccessful bidders will have their deposits returned within ten (10) days, after either the contract is awarded or the successful bidder accepts the purchase order. If the successful bidder fails to deliver as indicated in the Invitation to Bid, does not enter into the contract or failed to accept the purchase order, Macon County shall be entitled to retain the deposit to rectify the bidders unacceptable performance. In other words the bid deposit will be forfeited to the County.

045

PERFORMANCE BOND

If request, the successful bidder shall furnish an annual performance bond in connection with the contract to protect Macon County from loss due to the bidders inability to complete the agreed upon contract annually. Performance bonds are equal to one hundred percent (100%) of the total amount of the bids for each year of the contract. Performance bonds will be forfeited to Macon County Highway Department should the successful bidder fail to comply with the terms and conditions established in the specifications and the award. Performance bonds will be held until all contractual obligations are met to the satisfaction of Macon County Highway Department.

In a bid where a Bid Bond and a Performance Bond are required. Macon County will return the Bid Bond upon receiving the Performance Bond. Under no circumstances shall the successful bidder start work until he/she supplied Macon County a Performance Bond. If the successful bidder fails to supply a Performance Bond as specified in the bid, the County shall be entitled to retain the bid deposits to remedy the bidder's unacceptable performance.

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046

CERTIFICATE OF INSURANCE

If requested, the contractor, prior to the execution of the contract, shall file with Macon County Highway Department copies of completed certificates of insurance. The Commercial General Liability policy shall include Macon County Highway Department as an additional insured with the following amounts of coverage:

Bodily Injury Liability	\$500,000 each occurrence
Property Damage Liability	\$500,000 each occurrence

The contractor shall maintain automobile liability insurance with Macon County Highway Department additional insured with the minimum amounts of coverage:

Bodily Injury Liability	\$500,000 each occurrence
Property Damage Liability	\$500,000 each occurrence

The lowest responsible bidder must provide the County with certificates of insurance within five (5) days of the bidding. Failure to provide the certificate will cause the lowest responsible bidder to lose their right to the contract and the contract will be awarded to the next lowest responsible bidder who can provide said certificate within five (5) days of notification. All certificates of insurance shall provide that the insurance company shall give the County thirty (30) days prior written notice of cancellation, no-renewal or any material changes in the policy. The contractor's employees will be covered by Worker's compensation insurance, which is required by law and shall include an all states of universal endorsement.

047

HOLD HARMLESS CLAUSE

The contractor will hold the County 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 persons or property sustained by reason of or as a result of the products or services supplied.

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**MACON COUNTY BOARD RESOLUTION AWARDING  
THE PURCHASE OF TWO 2014 SNOW PLOWS**

**RESOLUTION NO. H-1886-3-14**

**WHEREAS**, the County held a bid opening for two 2014 Snow Plows on  
February 19, 2014, at the Macon County Highway Department; and

**NOW THEREFORE, BE IT RESOLVED** by the Macon County Board that they hereby  
approve Koenig Body & Equipment, Inc. as the low bidder for two 2014 Snow Plows in the  
amount of Twenty Three Thousand Eight Hundred Forty Eight Dollars and No Cents  
(\$23,848.00).

**BE IT FURTHER RESOLVED** that this Resolution shall become effective immediately upon  
the adoption thereof.

**PRESENTED, PASSED, AND APPROVED** this 13th day of March 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

By:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board

H-1886-3-14



## Macon County Highway Department

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January 28, 2014

Ladies and Gentlemen:

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Sincerely,

Macon County Highway Department

Bruce H. Bird, P.E.  
County Engineer

Enclosure

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*Word: Bids*  
*NOTICE TO BIDDERS (2) 2014 Snow Plows*

**NOTICE TO BIDDERS**  
**REQUEST FOR SEALED BID**

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

019 BID OPENING

The Macon County Engineer or designated representative opens all formal bids in public, 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 related 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 Macon County Highway Department on or before the specified time and date is solely the responsibility of the bidder. Late bids received by the Macon County Highway Department after the time and date specified for opening must be rejected unopened, NO EXCEPTIONS. 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 & ELIMINATIONS

The bidder in ink next to such change, alteration or eliminations must be initialed. All changes, alterations and eliminations made by the bidder prior to submission of the Macon County Highway Department.

022 MISTAKES

Bidders are expected to examine the specifications, delivery schedule, bid prices, extension, 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 Macon County. However, if an error is discovered you must notify the Highway Department.

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, Macon County will exercise its right of collection. If a bid were 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 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 it 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 MAINTAINING BID STATUS

To be retained on the active bidder 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.

027 BID EVALUATION

The bids are carefully examined by the Highway Department. 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 recommendation.

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028 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 County to be capable of satisfactorily performing contractual obligations.

029 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 County. The County may however reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of the bid. The County may also waive any informalities or irregularities in any bid.

030 NOTICE TO PROCEED

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

031 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 County Board.

032 AVAILABILITY OF FUNDS

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

033 TERMINATION OF CONTRACT

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

Macon County Highway Department reserves the right to terminate the contract without showing cause upon giving a 30-day written notice to supplier.

034 PACKING LIST

Packing lists showing the Macon County Highway Department purchase order number must be furnished with each shipment.

035 PAYMENT & INVOICES

Full payment will be made only after the receipt of all items listed on the purchase order. Vendors are requested to submit invoices in duplicate for all billings and mail them to Macon County Highway Department, 2405 N. Woodford St., Decatur, IL 62526-4704. Macon County Highway Department's representative will issue no payments prior to the receipt and acceptance of commodities and services. Invoices should be exact as to the correct quantity, size, grade, description, and unit and total price as stated on the purchase order. All invoices must include the purchase order number.



036 PARTIAL PAYMENT

Partial payment is 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 Macon County Highway Department. Back orders should be noted on the invoice submitted.

037 TAXES

Macon County does not pay Federal Excise and State Sales tax. An exemption certificate will be furnished upon request. However, this exemption does not apply to suppliers of the County for their purchase of goods or services, used in work or goods supplied to the County.

038 MATERIAL SAFETY DATA SHEETS (MSDS)

Under the terms of the Toxic Substances Disclosure to Employees Act (820 ILCS 255/11, Illinois Compiles 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 award of the bid by the County.

039 FAIR EMPLOYEMENT 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.

040 LICENSES & PERMITS

It shall be the responsibility of the successful bidder to obtain at no additional cost to Macon County any and all licenses and permits required to complete this bid. The licenses and permits shall be readily available for review by the Macon County Engineer or designated representative.

041 SAMPLES

Samples of items for the purpose of evaluation must be furnished, If requested, free of expense on or before the bid opening time and date, and if not destroyed, may upon request, be returned at the bidder's expense. Each individual sample must be labeled with bidder's name, manufacturer's brand name and number, bid number and item reference. Request for return of samples shall be accompanied by instructions, which include shipping information and name of carrier and must be received within 30 days after the bid opening date. If instructions are not received within this time the item(s) shall become the property of Macon County.

042 RETURN OF MATERIALS

Invoices will not be processed for payment until all copy, photos, artwork and other materials supplied by the purchaser is returned. Such a return is a condition of the contract. All materials should be handled carefully and returned to the Macon County Highway Department in good condition.

043

LIQUIDATED DAMAGE CLAUSE

The time required by the contractor to complete this project should be stated in calendar days.

(  30 ).

Number of Days

In the event that the contractor fails to complete the work required as sated in these specifications, then the amount of \$250 a day will be deducted from the contractor's invoice for every delinquent calendar day. This amount shall be retained by Macon County Highway Department as liquidated damages and not as a penalty. It is NOW BEING AGREED that said sustain due to the contractor's failure to complete the work on schedule.

044

BID BONDS/DEPOSITS

**If** requested bids must be accompanied by a bid bond or deposit amounting to five percent (5%) of the total bid. Bid deposits are in the form of Bank Cashiers Check, Certified Check, or Bid Bond made payable to Macon County Highway Department. Unsuccessful bidders will have their deposits returned within ten (10) days, after either the contract is awarded or the successful bidder accepts the purchase order. If the successful bidder fails to deliver as indicated in the Invitation to Bid, does not enter into the contract or failed to accept the purchase order, Macon County shall be entitled to retain the deposit to rectify the bidders unacceptable performance. In other words the bid deposit will be forfeited to the County.

045

PERFORMANCE BOND

**If** request, the successful bidder shall furnish an annual performance bond in connection with the contract to protect Macon County from loss due to the bidders inability to complete the agreed upon contract annually. Performance bonds are equal to one hundred percent (100%) of the total amount of the bids for each year of the contract. Performance bonds will be forfeited to Macon County Highway Department should the successful bidder fail to comply with the terms and conditions established in the specifications and the award. Performance bonds will be held until all contractual obligations are met to the satisfaction of Macon County Highway Department.

In a bid where a Bid Bond and a Performance Bond are required, Macon County will return the Bid Bond upon receiving the Performance Bond. Under no circumstances shall the successful bidder start work until he/she supplied Macon County a Performance Bond. If the successful bidder fails to supply a Performance Bond as specified in the bid, the County shall be entitled to retain the bid deposits to remedy the bidder's unacceptable performance.



046

CERTIFICATE OF INSURANCE

If requested, the contractor, prior to the execution of the contract, shall file with Macon County Highway Department copies of completed certificates of insurance. The Commercial General Liability policy shall include Macon County Highway Department as an additional insured with the following amounts of coverage:

Bodily Injury Liability	\$500,000 each occurrence
Property Damage Liability	\$500,000 each occurrence

The contractor shall maintain automobile liability insurance with Macon County Highway Department additional insured with the minimum amounts of coverage:

Bodily Injury Liability	\$500,000 each occurrence
Property Damage Liability	\$500,000 each occurrence

The lowest responsible bidder must provide the County with certificates of insurance within five (5) days of the bidding. Failure to provide the certificate will cause the lowest responsible bidder to lose their right to the contract and the contract will be awarded to the next lowest responsible bidder who can provide said certificate within five (5) days of notification. All certificates of insurance shall provide that the insurance company shall give the County thirty (30) days prior written notice of cancellation, no-renewal or any material changes in the policy. The contractor's employees will be covered by Worker's compensation insurance, which is required by law and shall include an all states of universal endorsement.

047

HOLD HARMLESS CLAUSE

The contractor will hold the County 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 persons or property sustained by reason of or as a result of the products or services supplied.

**MACON COUNTY BOARD RESOLUTION  
APPROVING MACON COUNTY, ILLINOIS  
CODE OF ORDINANCES**

**RESOLUTION NO. G-4055-3-14**

**WHEREAS**, the County Board of Macon County has passed and has presently in existence various ordinances; and

**WHEREAS**, these ordinances are meant to provide for the health, safety and welfare of the citizens of Macon County and to provide for penalties when such ordinances are violated, and many of these ordinances have not been readily available to the public and have not been in an easily accessible format; and

**WHEREAS**, the Siting, Rules & Ordinances (SRO) Sub-Committee of the Macon County Board has determined that a codification of the ordinances as well as publication and posting online would make them more easily available to the public and best serve the citizens of Macon County, and that it would be in the best interests of open government that the County Board minutes be posted and made available online; and

**WHEREAS**, Section 5-29001 of the Counties Code, 55 ILCS 5/5-29001, allows the County Board, by resolution, to authorize the compilation, publication and maintenance of a county code consisting of ordinances and regulations duly adopted by the county board; and

**WHEREAS**, the Macon County Board has contracted with American Legal Publishing Corporation to codify its existing ordinances and to have said Code be published online for easy public consumption as well as to post the minutes of Macon County Board minutes; and

**WHEREAS**, the SRO sub-committee met on March 6, 2014 and reviewed a bound copy of the Macon County Code as compiled by American Legal Publishing Corporation and voted to recommend adoption of the Code to the full County Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Macon County Board, assembled in regular session in Decatur, Illinois, that it hereby approves the Macon Code as compiled by American Legal Publishing Corporation; and

**BE IT FURTHER RESOLVED** that the Macon County Code and the Macon County Board meeting minutes shall be posted to the American Legal Publishing Corporation website; and

**BE IT FURTHER RESOLVED** that the Macon County Code shall become effective upon the adoption of this Resolution, subject to the savings provisions of Section 5-29009 of the Counties Code.

**PRESENTED, PASSED, and APPROVED** this 13th day of March, 2014.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

MACON COUNTY BOARD  
MACON COUNTY, ILLINOIS

ATTEST:

BY:

\_\_\_\_\_  
Stephen M. Bean, Clerk for the  
County of Macon, State of Illinois

\_\_\_\_\_  
Jay A. Dunn, Chairman  
Macon County Board