

DECATUR PUBLIC SCHOOL DISTRICT #61
BOARD OF EDUCATION
AGENDA

Special Open Meeting & Work Session
Keil Administration Building
101 W. Cerro Gordo Street

February 17, 2021
5:00 PM Special Open Meeting & Work Session
Virtual Meeting: 1st Floor Board Room
Closed Executive Session Immediately Following

Legend: AI = Action Item DI = Discussion Item IO = Information Only

Strategic Plan Mission:

The mission of Decatur Public Schools, the destination district of our community, is to unlock students' unique and limitless potential to achieve their personal aspirations as fully prepared, contributing citizens in a global society through learning experiences distinguished by:

- *commitment to the whole person resulting in student growth and confidence*
- *relevant, innovative, personalized academic pathways that promote passion and pride*
- *a learning environment that fosters curiosity and the thirst for achievement and discovery*
- *a culture of diversity, adaptability, and resilience*
- *meaningful and lasting relationships*
- *extraordinary school and community connections*

The Board of Education Parameters that Guide Our Work:

- We will make decisions in the best interest of all students.
- We will treat all people with dignity and respect.
- We will seek input and collaboration throughout our diverse community.
- We will practice responsible stewardship of all our resources.

IO 1.0 CALL TO ORDER
Roll Call

AI 2.0 APPROVAL OF AGENDA, FEBRUARY 17, 2021

IO 3.0 PUBLIC PARTICIPATION

- Identify oneself and be brief.
- Any public comments received will be read during this time.
- Comments should be limited to 3 minutes.

AI 4.0 CONSENT ITEM

- A. Ratification of the 2020-21 Alltown Bus Transportation Amendment Agreement (**S1**)
- B. Asbestos Abatement for Muffley Elementary School and American Dreamer STEM Academy (**S2**)

DI 5.0 BOARD WORK SESSION

- A. Building Recommendations for the 2021-2022 School Year (**S2**)
- B. Boundary Recommendations for the 2021-2022 School Year (**S2**)

IO 6.0 IMPORTANT DATES

NEXT MEETING

The public portion of the next regular meeting of the Board of Education will be at 6:30 PM, Tuesday, February 23, 2021, at the Keil Administration Building.

AI 7.0 CLOSED EXECUTIVE SESSION

The Board of Education will meet in Closed Executive Session to discuss the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body.



Board of Education Decatur Public School District #61

Date: February 17, 2021	Subject: 2020-21 Alltown Bus Transportation Amendment Agreement
Initiated By: Henry Walker, Director of Operations	Attachments: Alltown Amendment Agreement for 2020-21 School Year
Reviewed By: Dr. Paul Fregeau, Superintendent and Dr. Todd Covault, Chief Financial Officer	

BACKGROUND INFORMATION:

For reasons relating to the Covid -19 Pandemic, Decatur Public Schools 61 has not been transporting students regularly during the 2020-21 term. As a result, the parties desire to amend their existing transportation agreement for the 2020-21 school year through this Agreement to help provide support for activating, retaining, and recruiting school bus drivers during this contractual term. Irregular transportation due to the Covid-19 pandemic materially altered the expectations and performance of the parties anticipated by the 2020-21 transportation agreement between the parties.

The purpose of this Agreement and the focus of this Amendment is to prevent the diminution of employee wages and/or benefits for any of the Contractor's employees employed to service the 2020-21 transportation agreement between the parties for the period February 10, 2021 until the end of the school term.

Providing students transportation is essential to Teaching and Learning.

CURRENT CONSIDERATIONS:

On days that the school is in operation, the District shall pay 100% of the actual routes plus the additional associated hours. Bus attendants shall be paid in full as well as any additional charters. On days when school is in remote learning only, the District shall pay 100% of the actual routes for days in attendance including extra associated hours, 100% of the normal bus attendant charges, and any actual charters that are operated on said days. For calculation purposes, the number of routes shall be the greater of 75 or the number of actual routes. For calculation purposes, the daily hours to be paid for attendants and excess route hours will be the greater of the actual hours or the average for each for the 126 days operated in SY 2019-2020 until the Covid-19 closure. Those averages are 154.17 attendant hours per day, 116.97 AM/PM excess route hours per day and 59.13 noon/pre-k/work study excess hours per day.

The Contractor shall not diminish the wages or benefits of any employee, nor layoff any employee who was scheduled to be in service to the Contractor on February 9, 2021 and who would have performed services pursuant to the 2020-21 transportation agreement between the parties had there not been a COVID-19 crisis and above referenced to the District closing schools.

The Contractor shall not negotiate nor enter into any agreement or arrangement contrary to the terms of this Agreement or which affect the Contractor's performance under this Agreement without the prior written consent of the District. In the event approval is granted, no agreement may, in any respect, limit or interfere with any right or interest of the District under this Agreement or restrict the Contractor's ability to perform the Agreement.

The ratification of this agreement is from the motion that was approved during the February 09, 2021 Board of Education Meeting.

FINANCIAL CONSIDERATIONS:

Funding for this expenditure would be paid from the FY 2021 transportation fund budget.

STAFF RECOMMENDATION:

The Administration respectfully requests that the Board of Education approve the Amended 2020-21 Alltown Transportation Agreement as presented.

RECOMMENDED ACTION:

- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

Amendment to School Bus Transportation Agreement
(2020-21 School Year)

THIS AGREEMENT, an amendment to an existing transportation agreement for the 2020-21 school term between the parties, is made February 10, 2021, between ALLTOWN BUS COMPANY, LLC. ("the Contractor"), and DECATUR PUBLIC SCHOOL DISTRICT NO. 61 ("the District"), wherein it is mutually agreed as follows:

1. For reasons relating to the Covid -19 Pandemic, Decatur Public Schools 61 has not been transporting students regularly during the 2020-21 term. As a result, the parties desire to amend their existing transportation agreement for the 2020-21 school year through this Agreement to help provide support for activating, retaining, and recruiting school bus drivers during this contractual term. Irregular transportation due to the Covid-19 pandemic materially altered the expectations and performance of the parties anticipated by the 2020-21 transportation agreement between the parties.
2. The Contractor shall for the remainder of the school year beginning February 10, 2021 through the end of 2020-21, furnish as many buses as the District requires to satisfy its pupil and related transportation requirements and pay all drivers' salaries and benefits, all vehicle maintenance, repair and replacement expenses, and all other expenses incidental thereto.
3. On days that the school is in operation, the District shall pay 100% of the actual routes plus the additional associated hours. Bus attendants shall be paid in full as well as any additional charters. On days when school is in remote learning only, the District shall pay 100% of the actual routes for days in attendance including extra associated hours, 100% of the normal bus attendant charges, and any actual charters that are operated on said days. For calculation purposes, the number of routes shall be the greater of 75 or the number of actual routes. For calculation purposes, the daily hours to be paid for attendants and excess route hours will be the greater of the actual hours or the average for each for the 126 days operated in SY 2019-2020 until the Covid-19 closure. Those averages are 154.17 attendant hours per day, 116.97 AM/PM excess route hours per day and 59.13 noon/pre-k/work study excess hours per day.
4. The purpose of this Agreement and the focus of this Amendment is to prevent the diminution of employee wages and/or benefits for any of the Contractor's employees employed to service the 2020-21 transportation agreement between the parties for the period February 10, 2021 until the end of the school term. The Contractor shall not diminish the wages or benefits of any employee, nor layoff any employee who was scheduled to be in service to the Contractor on February 9, 2021 and who would have performed services pursuant to the 2020-21 transportation agreement between the parties had there not been a COVID-19 crisis and above referenced to the District closing schools. The Contractor shall not negotiate nor enter into any agreement or arrangement contrary to the terms of this Agreement or which affect the Contractor's performance under this Agreement without the prior written consent of the District. In the event approval is granted, no agreement may, in any respect, limit or interfere with any right or interest of the District under this Agreement or restrict the Contractor's ability to perform the Agreement.
5. The Contractor is responsible for the daily cleaning of buses between routes in accordance to the CDC guidelines.
6. The Contractor shall continue to employ all its bus drivers, bus monitors, office staff, mechanics and helpers during the period of this Agreement, all of whom shall be required at all times to exercise the highest degree of care and observe and comply with all laws, ordinances, rules, and

events or needs. The Contractor will meet all such requests.

7. The Contractor shall at all times during the term of this Agreement keep all buses assigned or used in performing this Agreement stored and maintained on premises within the District at such location or locations as may from time to time be approved by the District. All such buses shall be subject to taxation by all political subdivisions having authority to levy and collect taxes in the area where the District is located.
8. No funds shall be sought nor received by the Contractor from the State of Illinois or through any Federal Relief/Care Acts reimbursement program which might otherwise be available to the Contractor that conflicts with the time period noted in Section 4 of this agreement. If any such relief shall be received by the Contractor, the District shall be entitled to seek proportional reimbursement from the Contractor in the amount of such sum as shall be deemed appropriate to offset any amount the District paid to the Contractor pursuant to this Agreement.
9. In the event of Acts of God, fire, picketing or labor disputes, the District shall excuse the Contractor from performance hereunder. If the Contractor receives notice of intent to strike from its employees, the Contractor shall immediately make the District aware of said notice.
10. This Agreement sets forth the entire agreement between the District and the Contractor concerning the subject matter hereof. There are no representations, either oral or written, between the District and the Contractor other than those contained in this Agreement.
11. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.
12. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Illinois, the validity of remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
13. This Agreement has been executed in the State of Illinois, and shall be governed in accordance with the laws of the State of Illinois in every respect.
14. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements, and communications between the parties, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ALLTOWN BUS COMPANY LLC
Contractor

By _____

DECATUR PUBLIC SCHOOL DISTRICT NO. 61

By: _____
President of the Board of Education

Attest: _____
Secretary of the Board of Education



Board of Education Decatur Public School District #61

Date: February 17, 2021	Subject: Asbestos Abatement Muffley Elementary School and American Dreamer
Initiated By: Steve Kline, Director of Buildings and Grounds	Attachments: Asbestos Projects - Bid Tabulation
Reviewed By: Dr. Fregeau, Superintendent and Dr. Todd Covault, Treasurer	

BACKGROUND INFORMATION:

American Dreamer and Muffley Elementary School each have asbestos in the ceiling and flooring that must be abated (removed) before the respective building renovation and remodeling can be performed.

This supports Teaching and Learning by addressing the learning environment.

CURRENT CONSIDERATIONS:

The projects were bid and the tabulations are included. The low bid for Muffley Elementary School is from Midwest Service Group with a total of \$174,745. The low bid for American Dreamer is from Celtic Environmental with a total of \$17,200.

FINANCIAL CONSIDERATIONS: The total for both projects is \$191,945 and would be paid from the Capital Projects Fund 60.

STAFF RECOMMENDATION:

The Administration respectfully requests the Board of Education to award the abatement contract for Muffley Elementary School to Midwest Service Group in the amount of \$174,745 and the contract for American Dreamer to Celtic Environmental in the amount of \$17,200 as presented.

RECOMMENDED ACTION:

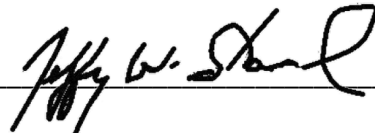
- ☒ Approval
- ☐ Information
- ☐ Discussion

BOARD ACTION: _____

MUFFLEY ELEMENTARY SCHOOL AND AMERICAN DREAM ACADEMY ASBESTOS ABATEMENT BID TABULATIONS

CONTRACTOR	A-1 BASE MUFFLEY	A-1 ALT.-1 CLG TILE	A-1 ALT.-2 SEC ENT	CASH ALLOWANCE	TOTAL BID	A-2 BASE AMER DRM	CASH ALLOWANCE	TOTAL BID	BOND	ACKNOWLEDGE ADDENDUM #1	UNIT PRICE ACM TSI/LF
MIDWEST SERVICE GROUP	\$164,945	\$2,900	\$2,900	\$4,000	\$174,745	\$16,650	\$1,000	\$17,750	YES	YES	\$4.00 /LF
THORNBURGH ABATEMENT	\$244,667	\$30,300	\$69,690	\$4,000	\$348,657	\$24,660	\$1,000	\$25,660	YES	YES	\$35.00/LF
M&O	\$224,000	\$16,250	\$21,650	\$4,000	\$265,900	\$21,650	\$1,000	\$22,650	YES	YES	\$8.00/LF
VALOR TECH	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
CELTIC ENV.	\$129,600	\$16,200	\$37,800	\$4,000	\$187,600	\$16,200	\$1,000	\$17,200	YES	YES	\$4.00/LF
TRIPLE A	\$165,000	\$20,000	\$15,000	\$4,000	\$204,000	\$20,000	\$1,000	\$21,000	YES	YES	\$15.00/LF
DEM	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID

Prepared by Alliance Illinois:



Date: 2/20/2021

BID SUBMITTAL FORM

PROJECT: DECATUR PUBLIC SCHOOLS DISTRICT #61: MUFFLEY ELEMENTARY SCHOOL AND AMERICAN DREAMER ACADEMY

CONTRACT A-1: MUFFLEY ELEMENTARY SCHOOL ASBESTOS ABATEMENT

BASE BID: \$ 129,600.00 (IN NUMBERS)

BASE BID: ONE HUNDRED TWENTY NINE THOUSAND SIX HUNDRED DOLLARS 110/00 (IN WORDS)

CONTRACT A-1 ALTERNATE 1: ASBESTOS ABATEMENT – 1ST FLOOR CLASSROOMS

ALTERNATE BID 1: \$ 16,200.00 (IN NUMBERS)

ALTERNATE BID 1: SIXTEEN THOUSAND TWO HUNDRED 100/00 (IN WORDS)

CONTRACT A-1 ALTERNATE 2: ASBESTOS ABATEMENT –FRONT FOYERS AND OFFICE AREA

ALTERNATE BID 2: \$ 37,800.00 (IN NUMBERS)

ALTERNATE BID 2: THIRTY SEVEN THOUSAND EIGH HUNDRED 100/00 (IN WORDS)

CASH ALLOWANCE: \$4,000.00

TOTAL BID: (BASE BID+ ALT.1 + ALT 2 + CASH ALLOWANCE) \$ 187,600.00 (IN NUMBERS)

TOTAL BID: ONE HUNDRED EIGHTY SEVEN THOUSAND SIX HUNDRED 100/00 (IN WORDS)

UNIT PRICING FOR ACM TSI REMOVAL ABOVE CEILINGS, MAY BE USED FOR ADDITIVE OR DEDUCTIVE PURPOSES:

ACM TSI GROSS REMOVAL IN FULL CONTAINMENT PER LINEAL FOOT: \$4.00 / LINEAL FOOT

INCLUDE 600 LF OF REMOVAL IN BASE BID
INCLUDE 100 LF OF REMOVAL IN ALTERNATE 1
INCLUDE 200 LF OF REMOVAL IN ALTERNATE 2

CONTRACT A-2: AMERICAN DREAMER ACADEMY ASBESTOS ABATEMENT

BASE BID: \$ 16,200.00

(IN NUMBERS)

BASE BID: SIXTEEN THOUSAND TWO HUNDRED 100/00

(IN WORDS)

CASH ALLOWANCE: \$1,000.00

TOTAL BID: (BASE BID+ CASH ALLOWANCE) \$ 17,200.00

(IN NUMBERS)

TOTAL BID: SEVENTEEN THOUSAND TWO HUNDRED 100/00

(IN WORDS)

RECEIPT OF ADDENDUM: NO. ONE (1) DATED: 2/4/21

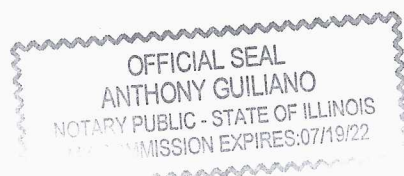
RECEIPT OF ADDENDUM: NO. DATED:

CELTIC Environmental Company
6640 W. 99TH PLACE
CHICAGO RIDGE IL



RUBEN LARA, PM

Anthony Guiliano



CORNERSTONE NATIONAL BANK & TRUST COMPANY
PALATINE, IL 60067

1577

70-2615/

CHECK A
TRADE FACT

CELTIC ENVIRONMENTAL INC
6640 W 99TH PLACE
CHICAGO RIDGE, IL 60415

CERTIFIED

2/9/2021

PAY TO THE
ORDER OF

DECATUR PUBLIC SCHOOLS #61

\$**20,400.00

Twenty Thousand Four Hundred and 00/100*****

DOLLAR

DECATUR PUBLIC SCHOOLS #61

MEMO


AUTHORIZED SIGNATURE

⑈001577⑈ ⑈071926155⑈

⑈01603307⑈

BID SUBMITTAL FORM

PROJECT: DECATUR PUBLIC SCHOOLS DISTRICT #61: MUFFLEY ELEMENTARY SCHOOL AND AMERICAN DREAMER ACADEMY

CONTRACT A-1: MUFFLEY ELEMENTARY SCHOOL ASBESTOS ABATEMENT

BASE BID: \$ 224,000.00 (IN NUMBERS)

BASE BID: Two Hundred Twenty-Four Thousand and No/100 (IN WORDS)

CONTRACT A-1 ALTERNATE 1: ASBESTOS ABATEMENT – 1ST FLOOR CLASSROOMS

ALTERNATE BID 1: \$ 16,250.00 (IN NUMBERS)

ALTERNATE BID 1: Sixteen Thousand Two Hundred Fifty & No/100 (IN WORDS)

CONTRACT A-1 ALTERNATE 2: ASBESTOS ABATEMENT – FRONT FOYERS AND OFFICE AREA

ALTERNATE BID 2: \$ 21,650.00 (IN NUMBERS)

ALTERNATE BID 2: Twenty-One Thousand Six Hundred (IN WORDS)

CASH ALLOWANCE: \$4,000.00

TOTAL BID: (BASE BID+ ALT.1 + ALT 2 + CASH ALLOWANCE) \$ 265,900.00 (IN NUMBERS)

TOTAL BID: Two Hundred Sixty-Five Thousand Nine Hundred & No/100 (IN WORDS)

UNIT PRICING FOR ACM TSI REMOVAL ABOVE CEILINGS, MAY BE USED FOR ADDITIVE OR DEDUCTIVE PURPOSES:

ACM TSI GROSS REMOVAL IN FULL CONTAINMENT PER LINEAL FOOT: \$8.00

**INCLUDE 600 LF OF REMOVAL IN BASE BID
INCLUDE 100 LF OF REMOVAL IN ALTERNATE 1
INCLUDE 200 LF OF REMOVAL IN ALTERNATE 2**

CONTRACT A-2: AMERICAN DREAMER ACADEMY ASBESTOS ABATEMENT

BASE BID: \$ 21,650.00 (IN NUMBERS)

BASE BID: Twenty-One Thousand Six Hundred Fifty & No/100 (IN WORDS)

CASH ALLOWANCE: \$1,000.00

TOTAL BID: (BASE BID+ CASH ALLOWANCE) \$ 22,650.00 (IN NUMBERS)

TOTAL BID: Twenty-Two Thousand Six Hundred Fifty & No/100 (IN WORDS)

RECEIPT OF ADDENDUM: NO. 1 DATED: 2-4-21

RECEIPT OF ADDENDUM: NO. DATED:

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

M & O Environmental Company
1625 W. Altorfer Drive
Peoria, IL 61615

OWNER:

(Name, legal status and address)

Decatur Community Unit School District #61
400 E. Cerro Gordo Street
Decatur, IL 62521

SURETY:

(Name, legal status and principal place of business)

Harco National Insurance Company
702 Oberlin Road
Raleigh, NC 27605-0800
Mailing Address for Notices
Same as above

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Asbestos Abatement for the Muffley Elementary School & American Dreamer Academy

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of February, 2021.

(Witness)

April C. Arnold

(Witness) April Arnold

M & O Environmental Company

(Principal)

(Seal)

By:

(Title)

Harco National Insurance Company

(Surety)

(Seal)

By:

(Title) Kristen Schmidt, Attorney-in-Fact



**POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY**

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

Bond # Bid Bond

Principal M & O Environmental Company

Obligee Decatur Community Unit School District #61

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Kristen Schmidt

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th of December, 2018

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 10th day of February, 2021



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 10th day of February, 2021, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10th day of February, 2021

Irene Martins, Assistant Secretary

BID SUBMITTAL FORM

PROJECT: DECATUR PUBLIC SCHOOLS DISTRICT #61: MUFFLEY ELEMENTARY SCHOOL AND AMERICAN DREAMER ACADEMY

CONTRACT A-1: MUFFLEY ELEMENTARY SCHOOL ASBESTOS ABATEMENT

BASE BID: \$ 164,945.00 (IN NUMBERS)

BASE BID: One hundred sixty four thousand, nine hundred forty five Dollars (IN WORDS)

CONTRACT A-1 ALTERNATE 1: ASBESTOS ABATEMENT – 1ST FLOOR CLASSROOMS

ALTERNATE BID 1: \$ 2,900.00 (IN NUMBERS)

ALTERNATE BID 1: Two thousand Nine hundred Dollars (IN WORDS)

CONTRACT A-1 ALTERNATE 2: ASBESTOS ABATEMENT –FRONT FOYERS AND OFFICE AREA

ALTERNATE BID 2: \$ 2,900.00 (IN NUMBERS)

ALTERNATE BID 2: Two Thousand Nine Hundred Dollars (IN WORDS)

CASH ALLOWANCE: \$4,000.00

TOTAL BID: (BASE BID+ ALT.1 + ALT 2 + CASH ALLOWANCE) \$ 174,745.00 (IN NUMBERS)

TOTAL BID: One hundred seventy four thousand seven thousand forty five dollars (IN WORDS)

UNIT PRICING FOR ACM TSI REMOVAL ABOVE CEILINGS, MAY BE USED FOR ADDITIVE OR DEDUCTIVE PURPOSES:

ACM TSI GROSS REMOVAL IN FULL CONTAINMENT PER LINEAL FOOT: \$4.00

INCLUDE 600 LF OF REMOVAL IN BASE BID
INCLUDE 100 LF OF REMOVAL IN ALTERNATE 1
INCLUDE 200 LF OF REMOVAL IN ALTERNATE 2

CONTRACT A-2: AMERICAN DREAMER ACADEMY ASBESTOS ABATEMENT

BASE BID: \$ 16,650.00----- (IN NUMBERS)

BASE BID: Sixteen thousand six hundred fifty dollars----- (IN WORDS)

CASH ALLOWANCE: \$1,000.00-----

TOTAL BID: (BASE BID+ CASH ALLOWANCE) \$ 17,650.00----- (IN NUMBERS)

TOTAL BID: Seventeen thousand six hundred fifty dollars----- (IN WORDS)

RECEIPT OF ADDENDUM: NO. _____ DATED: _____

RECEIPT OF ADDENDUM: NO. _____ DATED: _____



MIDWEST SERVICE GROUP

769 Madison Suite C
Crown Point, IN. 46307

February 8, 2021

Re: Decatur School District Asbestos Bids

Midwest Service Group affirms in our bid that we have not directly or indirectly entered into a combination, undertaking, collusion, or agreement with any other person, or with any officer or members of the governing board of the Owner which tends to or does lessen or destroy free competition in the letting of contracts sought for by this Request for Bid.

Thank you,

Brian Hughes
Branch Manager

AIA Document A310™ – 2010

Bid Bond #871663

CONTRACTOR:

(Name, legal status and address)

Midwest Asbestos Abatement Corporation of business)

dba Midwest Service Group

560 Turner Blvd., St Peters, MO 63376

SURETY:

(Name, legal status and principal place

Evergreen National Indemnity Company

6140 Parkland Blvd., Ste #321

Mayfield Hts., OH 44124

OWNER:

(Name, legal status and address)

Decatur Public School #61

101 West Cerro Gordo St.

Decatur, IL

BOND AMOUNT:

Ten Percent of Total Amount Bid (10% TAB)

PROJECT:

(Name, location or address, and Project number, if any)

Project #100-10511, Removal of Asbestos Plaster, Floor Tile/Mastic, Lay-In Ceilings and TSI at the Muffy Elementary and American Dreamer Academy

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th

day of February, 2021

(Witness)


(Witness) Kathleen P Price, Witness

Midwest Asbestos Abatement Corporation dba Midwest Service

(Principal)

(Seal)

Group

(Title)

Evergreen National Indemnity Company

(Surety)

(Seal)

(Title)

Julie K Bowers, Attorney in Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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BID SUBMITTAL FORM

PROJECT: DECATUR PUBLIC SCHOOLS DISTRICT #61: MUFFLEY ELEMENTARY SCHOOL AND AMERICAN DREAMER ACADEMY

CONTRACT A-1: **MUFFLEY ELEMENTARY SCHOOL ASBESTOS ABATEMENT**

BASE BID: \$ 244,667.00 _____
(IN NUMBERS)

BASE BID: Two hundred forty four thousand six hundred sixty seven dollars and zero cents. _____
(IN WORDS)

CONTRACT A-1 ALTERNATE 1: **ASBESTOS ABATEMENT – 1ST FLOOR CLASSROOMS**

ALTERNATE BID 1: \$ 30,300.00 _____
(IN NUMBERS)

ALTERNATE BID 1: Thirty thousand three hundred dollars and zero cents. _____
(IN WORDS)

CONTRACT A-1 ALTERNATE 2: **ASBESTOS ABATEMENT –FRONT FOYERS AND OFFICE AREA**

ALTERNATE BID 2: \$ 69,690.00 _____
(IN NUMBERS)

ALTERNATE BID 2: Sixty nine thousand six hundred ninety dollars and zero cents. _____
(IN WORDS)

CASH ALLOWANCE: \$4,000.00 _____

TOTAL BID: (BASE BID+ ALT.1 + ALT 2 + CASH ALLOWANCE) \$ 348,657.00 _____
(IN NUMBERS)

TOTAL BID: Three hundred forty eight thousand six hundred fifty seven dollars and zero cents. _____
(IN WORDS)

UNIT PRICING FOR ACM TSI REMOVAL ABOVE CEILINGS, MAY BE USED FOR ADDITIVE OR DEDUCTIVE PURPOSES:

ACM TSI GROSS REMOVAL IN FULL CONTAINMENT PER LINEAL FOOT: \$35.00 per LF _____

~~INCLUDE 600 LF OF REMOVAL IN BASE BID~~
~~INCLUDE 100 LF OF REMOVAL IN ALTERNATE 1~~
~~INCLUDE 200 LF OF REMOVAL IN ALTERNATE 2~~

CONTRACT A-2: AMERICAN DREAMER ACADEMY ASBESTOS ABATEMENT

BASE BID: \$ 24,660.00

(IN NUMBERS)

BASE BID: Twenty four thousand six hundred sixty dollars and zero cents.

(IN WORDS)

CASH ALLOWANCE: \$1,000.00

TOTAL BID: (BASE BID+ CASH ALLOWANCE) \$ 25,660.00

(IN NUMBERS)

TOTAL BID: Twenty five thousand six hundred sixty dollars and zero cents.

(IN WORDS)

RECEIPT OF ADDENDUM: NO. 1 DATED: 02/04/2021

RECEIPT OF ADDENDUM: NO. DATED:

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # THORN2-10-21

KNOW ALL MEN BY THESE PRESENTS, that we

THORNBURGH ABATEMENT, INC.

6280 Knox Industrial Drive Saint Louis, MO 63139

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

Fidelity And Deposit Company Of Maryland

1299 Zurich Way Schaumburg, IL 60196

a corporation duly organized under the laws of the State of MD as Surety, hereinafter called the Surety, are held and firmly bound unto

Decatur Public School District

400 East Cerro Gordo Decatur, IL 62523

(Here insert full name, address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Ten Percent of Amount Bid**-----Dollars 10.00%%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Muffley Elementary School and American Dreamer Academy Asbestos Abatement

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

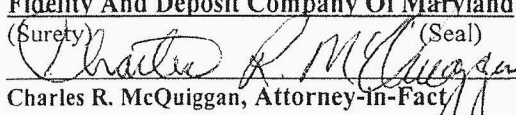
Signed and sealed this 10th day of February, 2021


(Witness)

THORNBURGH ABATEMENT, INC.
(Principal) (Seal)

(Title)


(Witness)

Fidelity And Deposit Company Of Maryland
(Surety) (Seal)

Charles R. McQuiggan, Attorney-in-Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles R. MCQUIGGAN, Ralph L. MCQUIGGAN, Steve G. MCQUIGGAN, and Holly V. JOHNSON, all of Edwardsville, Illinois**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of February, A.D. 2020.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 13th day of February, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



Triple A Asbestos Services, Inc.

February 10, 2021

Decatur School District #61

RE: Bid submittal Muffley Elementary School and American Dreamer Academy Asbestos Abatement 2021

Regards,



Jeff Austif

217.562.7002



admin@tripleaasbestos.com



www.tripleaasbestos.com



705 Oak St. / PO Box 167 Pana, IL 62557



BID SUBMITTAL FORM

PROJECT: DECATUR PUBLIC SCHOOLS DISTRICT #61: MUFFLEY ELEMENTARY SCHOOL AND AMERICAN DREAMER ACADEMY

CONTRACT A-1: MUFFLEY ELEMENTARY SCHOOL ASBESTOS ABATEMENT

BASE BID: \$ 165,000.00 (IN NUMBERS)

BASE BID: One hundred sixty-five thousand dollars (IN WORDS)

CONTRACT A-1 ALTERNATE 1: ASBESTOS ABATEMENT – 1ST FLOOR CLASSROOMS

ALTERNATE BID 1: \$ 20,000.00 (IN NUMBERS)

ALTERNATE BID 1: Twenty thousand dollars (IN WORDS)

CONTRACT A-1 ALTERNATE 2: ASBESTOS ABATEMENT –FRONT FOYERS AND OFFICE AREA

ALTERNATE BID 2: \$ 15,000.00 (IN NUMBERS)

ALTERNATE BID 2: Fifteen thousand dollars (IN WORDS)

CASH ALLOWANCE: \$4,000.00

TOTAL BID: (BASE BID+ ALT.1 + ALT 2 + CASH ALLOWANCE) \$ 204,000.00 (IN NUMBERS)

TOTAL BID: Two hundred four thousand dollars (IN WORDS)

UNIT PRICING FOR ACM TSI REMOVAL ABOVE CEILINGS, MAY BE USED FOR ADDITIVE OR DEDUCTIVE PURPOSES:

ACM TSI GROSS REMOVAL IN FULL CONTAINMENT PER LINEAL FOOT: \$15.00 Fifteen dollars

INCLUDE 600 LF OF REMOVAL IN BASE BID
INCLUDE 100 LF OF REMOVAL IN ALTERNATE 1
INCLUDE 200 LF OF REMOVAL IN ALTERNATE 2

CONTRACT A-2: AMERICAN DREAMER ACADEMY ASBESTOS ABATEMENT

BASE BID: \$20,000.00 (IN NUMBERS)

BASE BID: Twenty thousand dollars (IN WORDS)

CASH ALLOWANCE: \$1,000.00

TOTAL BID: (BASE BID+ CASH ALLOWANCE) \$21,000.00 (IN NUMBERS)

TOTAL BID: Twenty-one thousand dollars (IN WORDS)

RECEIPT OF ADDENDUM: NO. 1 DATED: 02/04/2021

RECEIPT OF ADDENDUM: NO. N/A DATED: N/A

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # TRIP55

KNOW ALL MEN BY THESE PRESENTS, that we

TRIPLE A ASBESTOS SERVICES, INC.

PO BOX 167

Pana, IL 62557

as Principal, hereinafter called the Principal, and

HARCO NATIONAL INSURANCE COMPANY

702 OBERLIN ROAD

Raleigh, NC 27605

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto

Decatur School District #61

101 WEST CERRO GORDO STREET

Decatur, Illinois 62523

(Here insert full name, and address or legal title of Owner)

as Obligor, hereinafter called the Obligor, in the sum of

Ten Percent of Amount Bid-----Dollars (10.00%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Ceiling Removal Decatur School District #61 Decatur, IL

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this February 10, 2021

Witness

TRIPLE A ASBESTOS SERVICES, INC.

(Principal)

(Seal)

Title

HARCO NATIONAL INSURANCE COMPANY

Title TRACY L. DURAN, ATTORNEY-IN-FACT

Witness

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