



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, OCTOBER 23, 2017 5:30 PM

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
3.1.	Approve agenda
4.	Approval of Minutes
4.1.	Approval of Minutes
4.2.	City Council - Regular Meeting - Sep 25, 2017 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	National American Indian Heritage Month ACTION REQUESTED: Approve Proclamation
6.2.	Pekin Plan Commission Minutes Dated September 13, 2017 ACTION REQUESTED: Receive and File Pekin Plan Commission Minutes Dated September 13, 2017
6.3.	Building Department Report - September 2017 ACTION REQUESTED: Receive and File September 2017 Building Department Report
6.4.	CDBG 2016 Program Year letter from HUD ACTION REQUESTED: receive and file the CDBG 2016 Program Year letter from HUD
6.5.	Liquor Commission Minutes 08/24/17
6.6.	Tazewell County Animal Control Billing September 2017 ACTION REQUESTED: Receive and File Tazewell County Animal Control Billing – September 2017

6.7.	Traffic Safety Committee Minutes - September 2017
6.8.	Agreement with Tazewell County to Receive Recycling Grant ACTION REQUESTED: Approve attached resolution authorizing the Mayor to enter into an intergovernmental agreement with Tazewell County to receive recycling grant funds.
6.9.	Receive and File Bids Received for the 14th Street Guardrail and Ditch Rehabilitation ACTION REQUESTED: The City received four bids for the 14th St. Guardrail and Ditch Rehabilitation Project to be received and filed
6.10.	To Receive and File Bids for the Pekin Municipal Airport Restroom Renovation Project ACTION REQUESTED: To receive and file three bids the City received for the Pekin Airport Restroom Renovation Project
6.11.	Report of Dangerous Building at 708 Park Avenue ACTION REQUESTED: Receive and File a Report of Dangerous Building at 708 Park Avenue
6.12.	Police Department September 2017 Monthly Stats ACTION REQUESTED: Receive and File Police Department September 2017 Monthly Stats
6.13.	RESOLUTION NO. 67-17/18 ACTION REQUESTED: Adopt resolution granting the Appointments to the TC3 Governance and Operations Boards.
7.	Old BusinessNew Section
7.1.	To Award the Rebid of the 14th Street Guardrail Project ACTION REQUESTED: To award the rebid of the 14th Street Guardrail Project to Illinois Civil Contractors Inc. in the amount of \$224,187.40
8.	New Business
8.1.	Ordinance No. to Amend Signs and Awnings Grant Pilot Program ACTION REQUESTED: ORDINANCE TO AMEND PEKIN DOWNTOWN TIF

SIGNS AND AWNINGS GRANT PILOT PROGRAM	
8.2.	OpenGov Agreement Amendment to include Budget Builder with Wdesk ACTION REQUESTED: Approve amended agreement with OpenGov to include Budget Book powered by Wdesk.
8.3.	Hanson Professional Services Consultant Agreement Pekin Municipal Airport Retainer ACTION REQUESTED: To approve the five year retainer agreement with Hanson Professional Services for the engineering services for the Pekin Municipal Airport
8.4.	To Award the Bid and Contract for the Pekin Municipal Airport Restroom Renovations ACTION REQUESTED: To award the bid and issue the contract for the Pekin Municipal Airport Bathroom Renovations to Craft Building Services Inc. in the amount of \$27,700.00
8.5.	Intergovernmental Agreement for Animal & Rabies Control Services ACTION REQUESTED: Approve Annual Agreement in the amount of \$45,045.96.
8.6.	Request for Special Use Authorization for a Dog Daycare / Boarding Use at 1102 Chestnut St. ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to deny a request for a Special Use for a dog daycare / boarding home occupation use at 1102 Chestnut Street.
9.	Any Other Business To Come Before The Council
10.	Executive Session 5 ILCS 120/2 (c)
11.	Adjourn

Column 1 Key:

TC Tony Carson City Manager

Column 2 Key:

1 A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

2 A Safe Community. To protect community life and property by providing effective, principled police and fire services.

3 A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

4 A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.

5 An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

 PROCEEDINGS OF THE REGULAR MEETING
 OF THE CITY COUNCIL OF THE CITY OF PEKIN, ILLINOIS,
 HELD IN THE COUNCIL CHAMBERS OF CITY HALL
 111 S. CAPITOL ST
 ON MONDAY SEPTEMBER 25, 2017 AT 5:30 O'CLOCK P.M.
 JOHN MCCABE *MAYOR * PRESIDING

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor John McCabe.

CALL TO ORDER

All members of the Council were present for roll and a quorum was declared.

Attendee Name	Title	Status	Arrived
James A Schramm	Council Member	Present	5:18 PM
Michael Garrison	Councilman	Present	5:02 PM
Lloyd Orrick	Mayor Pro-Tem	Present	5:00 PM
John P Abel	Council Member	Present	5:01 PM
Michael Ritchason	Council Member	Present	5:14 PM
Mark Luft	Council Member	Present	5:14 PM
John McCabe	Mayor	Present	5:20 PM

APPROVE AGENDA

3.1. Motion to: **Approve agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Ritchason, Council Member
SECONDER:	Mark Luft, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

APPROVAL OF MINUTES

4.1. Motion to: **Approval of Minutes**

4.2. **City Council - Regular Meeting - Sep 11, 2017 5:30 PM**

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Mark Luft, Council Member
SECONDER:	John P Abel, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

PUBLIC INPUT

John McNish questioned if action on 8.4 for the airport project of replacing airfield lighting hadn't already been approved and expended. Mr. McNish commented on new business 8.2 the Intergovernmental Agreement for consolidation of the Public Safety Answering Points and questioned 20.8% Funding formula for the Pekin Police Department. Mr. McNish spoke in favor of the American Junior Golf Association Sponsorship and challenged the Mayor and Chamber of Commerce to secure some new businesses and restaurants so visitors for the event would not be running to Bloomington for activities or lodging.

Minutes Acceptance: Minutes of Sep 25, 2017 5:30 PM (Approval of Minutes)

CONSENT AGENDA

- 6.1. **Police Department August 2017 Monthly Stats**
- 6.2. **Enjoy Pekin Tourism Minutes August 8, 2017**
- 6.3. **Motion to: Motion to Approve Consent Agenda**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Ritchason, Council Member
SECONDER:	Michael Garrison, Councilman
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

COMMUNICATIONS, PETITIONS, REPORTS

- 7.1. **American Junior Golf Association Presentation Regarding Proposed 2018 Pekin Tournament**
Local Marketing Promoters of sponsorship's for the AJGA 2018 Pekin event Scott Fagley and Ryan Thornton spoke to Council on the benefits of joining Pekin Insurance and Unity Point - Pekin in sponsorship. In a short video they detailed the history and events of the tournament. The video slides documented Ashland Kentucky's economic impact of hosting an event.

NEW BUSINESS

- 8.1. **American Junior Golf Association Sponsorship**
Recommendation for approval of \$7,500 sponsorship for AJGA from the Tourism Hotel/Motel Tax Fund was made by Katy Schackelford, City Planner. Council was informed of the details of the event located at Pekin Country Club and Lick Creek Golf Courses. The proposed tournament would feature 96 junior golfers, ages 12-19, from around the world, D.A. Points involvement. Tournament had potential to attract regional and national media attention and provides positive economic impact for a one year sponsorship commitment of \$7,500. City Manager Anthony Carson told the Council the economic benefits to the City justified the \$7,500 expenditure. The estimates given in the application supported the clientele that attend these tournaments would spend money in Pekin. Council Member Orrick's questions on dates were answered as follows: July 8 qualifiers; July 9 Junior-AM; Tournament play July 10, 11. 12. Members spoke in support of funding. Discussion arose as to committing Pekin to a three year agreement to insure the tournament would continue in the City. It was noted the 3 year agreement was only top sponsors of \$35,000.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Ritchason, Council Member
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

- 8.2. **Intergovernmental Agreement for PSAP Consolidation**
City Manager Carson presented the Agreement and asked Police Chief Dossey, Fire Chief Nelson and City Attorney Burt Dancey involved in the proposed terms of the agreement to speak to the action requested. Chief Dossey told the Council the intergovernmental provisions between the City of Pekin, City of East Peoria, City of Washington, Village of Morton, Tazewell County, Tazewell County Sheriff and the Tazewell County (ETSB) Emergency Telephone System Board was an agreement as it pertained to the consolidation project mandated by the State of Illinois. The submitted plan and report by Richard Tucker Associates

aided the entities in the consolidation of their Emergency Telephone System Board to 2 public safety answering points (PSAPs). The plan would create a second 911 call center in the Village of Morton, dissolve the current (TPCCC) Tazewell/Pekin Consolidated Communications Center and implement one governing board to oversee operations of the two PSAP's. The consolidation would decrease the City's annual costs for both fire and police. In answering Mr. McNish's public input question Chief Dossey stated the 20.8% was based on with potential savings of \$20,000 funding formula of calls for services or activities. Fire Chief Nelson advised the Council consolidations had been previously discussed 2 or 3 times over 20 years, but did not move forward because the participants did not want to lose their dispatch centers. He described the new make up after TPCCC was dissolved as consisting of a Board Operations Board, and ETSB Board. Attorney gave the following reasons that the group supported submitting to the Council: Potential increase in efficiency and safety and savings. Whereas State mandates were sometimes not welcomed this mandate made sense and also required all entities involved worked together. Mayor McCabe spoke in support as a previous member of the TPCCC Board.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John P Abel, Council Member
SECONDER:	Michael Ritchason, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

8.3. Ordinance No. 2771-17/18 Approval and Plat for the Vacation of the Sharon Avenue Right-of-Way

City Engineer Mike Guerra brought forward the recommendation of the Pekin Planning Commission for the City to approve the request from Pekin Insurance to vacate Sharon Avenue right-of-way. He advised the Council no adverse comments were received at PPC level; he had been working for months with John Lebegue, Building & Inspections and Pekin Insurance to vacate the street from Court Street into Pekin Insurance property to facilitate the expansion plans of the facility which was now wholly surrounded by land owned and purchased. No easements were needed. Pekin Insurance would be responsible for maintenance and relocation of utilities in their expansion plan. Council Member Orrick spoke in support of approval noting Pekin Insurance's contributions to being a good community member and City partner.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Garrison, Councilman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, Luft, McCabe

8.4. Agreement with Hanson Engineering for Engineering Services to Replace Remaining Airfield Lighting

City Engineer Mike Guerra informed the Council of the agreement before them for approval of the design services with Hanson Professional Services for Phase Two project at the airport. He acknowledged Mr. McNish was correct in that a lighting project was approved last year by Council. This phase would include replacing airfield electrical vault, beacon unit and tower, relocation of regulator, replacement of remaining lighting, signage and navigational in an amount not to exceed \$90,140. The money was programmed through IDOT's Division of Aeronautics program in which the City was reimbursed 95% of cost. City share

would be \$4,507.00. He advised electrical components had exceeded their useful life some greater than 35 years old and efficiencies to operate and maintain and some no longer met FAA standards. Council Member Luft questioned if State grant money had been received and Mr. Guerra explained the process of first receiving State commitment in a program letter, City wait for reimbursement after completed project, payment to contractors. There was discussion with Council Member Orrick concerning reduced electricity bills and the intention to have completed prior to the proposed AJGA Golf Tournament for utilization of the airport. Council Member Garrison's question of the State had paid for Phase one; how many operations were counted a day for usage at airport; had privatization or sale ever been considered? In responses to Mr. Garrison's questions was the airport self funded and that funding was supplemented by the General Fund/taxpayer. Mr. Carson commented that the City continued to strive to make the airport self-sufficient with marketing and fuel pricing. Council Member Luft spoke in support of improvements to the property of 5 cents on the dollar as a great opportunity for the City.

RESULT:	APPROVED [6 TO 1]
MOVER:	John P Abel, Council Member
SECONDER:	Michael Ritchason, Council Member
AYES:	Schramm, Orrick, Abel, Ritchason, Luft, McCabe
NAYS:	Michael Garrison

8.5. Task Order 003 for Engineering Agreement with Midwest Engineering for Street and Sidewalk Maintenance

A request was made to Council by the City Engineer to approve the Task Order 003 within the Midwest Master Service Agreement in the amount of \$14,150.00. The task would be to assist the City in evaluation of roads to create listing in need of repair for the next budget year. Mr. Carson expanded on the new process for a more efficient way of improving street repairs. The listing would be presented to Council for ranking in November, bid in winter, work take place in Spring and Summer. Council Member Luft asked what a PCI rating was. Mr. Guerra explained the rating was an evaluation based on several factors such as cracking, pot holes, smoothness, weathering, roughness and overall condition compared to 2014 compiled ratings. Council Member Luft stated list should be put aside and to address what roads were obvious in need of repair. He questioned paying \$14,150.00 to point out something the Council already knew or could gather from themselves or the public. Discussion followed on brick street repair after Council Member Orrick's comments and concerns for Buena Vista, 6th Street, and asphalt repair that did not work over brick on 7th Street.

RESULT:	APPROVED [6 TO 1]
MOVER:	Michael Ritchason, Council Member
SECONDER:	John P Abel, Council Member
AYES:	Schramm, Garrison, Orrick, Abel, Ritchason, McCabe
NAYS:	Mark Luft

ANY OTHER BUSINESS TO COME BEFORE THE COUNCIL

Charity Galette told of her struggles with code violations of next door neighbor. She asked that Council give serious consideration to including teeth in code enforcement provisions when Chronic Nuisance Ordinance came before them for adoption.

John McNish commented on following: Sidewalk 50/50 program presently being used was not what the City Code states PAL Health Technologies closure in the Business Park meant another company the City would not receive revenue from. Stated the public should be told the truth airport had never been in the black and was not ever going to be.

Ann Witzig had been \$40,000 in red. There was need to increase fees. Streets need to be addressed in a better manner. Do something taxpayer wants and fix those with pot holes and used the most first. Felt departments could do more of the work than hiring companies to review.

Elaine Richey voiced concern her recycling was not picked up for 4 weeks. Felt yard crew was doing good. Questioned why City was buying supplies at Costco when local company offered discounts when she was employed.

City Manager Carson made clear he did not say Airport operated in the black. He felt the statement of him not telling the truth was offensive and wrong. It was unfortunate the public uses 5 minutes being negative to speak. He stated the City was realizing 40-50-60% savings shopping prices for supplies and would continue to spend in the most efficient way. Announced Spruce Up Pekin event week of October 2-6 would not be taking electronics.

Katy Schackelford announced Pekin Transportation Summit November 7, 2017 welcomed Tom West to the downtown who was in the process of opening West Dublin Pub at 507 Court Street.

Council Member Orrick questioned if the county had been approached to partner in purchase of supplies. Mr. Carson stated he had purchasing document ready and moving forward to get all entities, county, schools, park, etc. together to discuss savings in partnering for supplies. He advised Council Member Orrick that the purchase of a tar kettle for savings in Street Department doing crack fill could not be justified because the department did not have the personnel. The Council Member thanked the manager for moving up the street repair process within the budget. Mr. Carson told the Council the budget timeline was planned to meet with Department Heads in January, Council to have estimates 6-8 weeks before April 30, 2018. Need previous 9 months of actual expenses to budget next year. Because of uncertainties of longer out than a year, not useful to project 2 year budgets. Council Member Abel asked about status of Parkway and Court and was told owner was sited through hearing process, demanded 30 day improvement, city would continue to monitor. Owner continues plan for car wash. City Engineer responded to the Council Member's question of the 14th and Park Avenue intersection that the flow of traffic at that location would be on the next Traffic Safety Committee Meeting for review.

Council Member Garrison commented that he had been approached about the clean up of the Herget Mansion property. The Manager would check about the property growth in relationship to provisions in the Code.

Council Member Luft thanked individuals in attendance for their input and comments in regards to business closings he stated he had read there would be 22% increase in retail closures in the next year. Movement was to buy on line. There was need for City to look in technology business to recruit. He thanked Dan Newcomb for installation of the Chambers new window blinds. The Council Member noted the lines of communications were opening and the expressed appreciation Mayor McCabe in response to business closing, noted new businesses in the medical field, Unity Point Medical Office. Recruiting businesses was more and more a challenge, but the City was making strides.

EXECUTIVE SESSION 5 ILCS 120/2 (C)

- 10.1. Motion to: Move to Executive Session to discuss 120/2 (c) 1. Personnel**
Mayor McCabe indicated there was not the need to move to Executive Session to discuss Personnel as he had previously thought.

ADJOURN

With no further business to come before the Council, a motion was made by Council Member Orrick, seconded by Council Member Garrison to adjourn. Motion carried viva voce. The Mayor adjourned the meeting at 7:50 p.m.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 19, 2017

From: Paula Gensel, Admin Asst.

AGENDA ITEM: National American Indian Heritage Month

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: Approve Proclamation

DESCRIPTION: National American Indian Heritage Month

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

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An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Whereas, The history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

Whereas, The contribution of American Indians have enhanced the freedom, prosperity, and greatness of American today; and

Whereas, Their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

Whereas, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

Whereas, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned.

Now Therefore, Be It Resolved that I, John McCabe, Mayor of Pekin, by virtue of the authority vested in me as Mayor of the City of Pekin do hereby proclaim the month of November 2017, as

“National American Indian Heritage Month”

and urge all citizens to observe this month with appropriate programs, ceremonies and activities.

Adopted, this 23rd day of October in the Year of Our Lord, Two Thousand and Seventeen.

JOHN MCCABE
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: September 19, 2017****From: John Lebegue, Building & Inspections****John Lebegue, Building & Inspections****AGENDA ITEM:** Pekin Plan Commission Minutes Dated September 13, 2017**AGENDA DATE REQUESTED:** October 23, 2017**ACTION REQUESTED:** Receive and File Pekin Plan Commission Minutes Dated September 13, 2017**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Pekin Planning Commission Meeting
 Council Chambers
 111 South Capitol Street, 2nd level
 September 13, 2017
 5:30pm

Present:

Bill Craig, Chair
 Steve Thompson
 Chris Deverman
 Don Hild

Ron Knautz
 James Ruth
 Amy Wilson

The regular meeting of the Pekin Planning Commission was called to order and a quorum was declared.

Staff present: John Lebegue, Building Inspections/Development Director, and Attorney Scott Kriegsman.

MOTION by Steve Thompson to approve the September 13, 2017 Agenda, Seconded by Ron Knautz. On roll call vote, all present voted AYE. Motion approved.

MOTION by Chris Deverman to approve the minutes of July 12, 2017, Seconded by Ron Knautz. On roll call vote, all present voted AYE. Motion approved.

Council Action Reports:

At the July 24, 2017 regular meeting of the Pekin City Council, the members of the City Council, by a vote of 5 to 1, concurred with the recommendation of the Pekin Plan Commission to deny a request to amend the Sunset Hills Subdivision Plat to permit the connection of a driveway onto the end of Fahnders Drive for a property located outside the City limits at 16604 VFW Road.

Application #1: Review of petition of vacation for the Sharon Avenue right-of-way.

Hearing #1 (09-1913): Review and consideration of petition by Pekin Insurance, located at 2505 Court Street, for the vacation of the Sharon Avenue right-of-way to facilitate the construction of an addition on the existing facility.

Hearing #1 (09-1913): Open Public Hearing: 5:33 p.m.

Bill Craig, Chair entertained a motion for discussion.

Lee Gerrietts, of Dewberry Architects Inc, appeared on behalf of the applicants to answer any questions the members of Plan Commission may have in regard to the vacation petition.

No one else appeared before the Plan Commission to speak in regard to the petition for the vacation of the Sharon Avenue right-of-way.

Close Public Hearing: 5:39 p.m.

Upon review of the petition for the vacation of the Sharon Avenue right-of-way, Commissioner Amy Wilson expressed concern in regard to an increase in traffic exiting onto Court Street as a result of the increase in the number of off-street parking spaces being created by the construction of the proposed parking lot. City Engineer, Mike Guerra responded to the concerns of Commissioner Wilson by stating that he had discussed that matter with the project engineers and that the City was assured that employee traffic from the proposed parking lot would continue to be directed to exit the facility on Allentown and utilize the stoplight at the Allentown Road / Court Street intersection to access Court Street. Mr. Guerra further explained that if traffic problems arise from employees exiting onto Court Street from the new driveway, then steps could be taken to make the entry onto Court Street right in/ right out, which would prevent vehicles from turning left across traffic.

Commissioner Ron Knautz stated that the vacation of the Sharon Avenue right-of way would relieve the City of the need to maintain the street and plow it in the winter.

Following discussion, the members of the Plan Commission found that vacation of the Sharon Avenue right-of-way would be beneficial to the City, as the vacation would allow expansion of the Pekin Insurance facility, return the property to the tax rolls and relieve the City of maintenance of the right-of-way. Given that Pekin Insurance purchased and demolished all residential properties that previously existed to the east of the Sharon right-of-way, Pekin Insurance is now the owner of all property adjacent to the Sharon Avenue right-of-way, and no other properties would be party to the proposed vacation or be directly affected by the proposed vacation.

Motion made by Chris Deverman, seconded by Ron Knautz to recommend approval of the petition for vacation of the Sharon Avenue right-of-way. On roll call vote, all present voted Aye, except Commissioner Jim Ruth who abstained. Motion passed.

Work session to discuss the outdoor storage of parts or materials at an automotive repair business and what constitutes outdoor storage versus an advertising display.

Commissioner Amy Wilson stated that she felt that the display of the tires on wheeled racks constituted an advertising display and did not constitute outdoor storage since the racks were wheeled into the building after business hours.

Commissioner Chris Deverman concurred with the opinion of Commissioner Wilson and stated that the tire racks were a form of advertising and as long as they were not stored at the exterior of the property when the business was closed, then they would not be considered outdoor storage.

Commissioner Jim Ruth stated that the exterior display of the tire racks is very similar to the exterior display of bikes at Little Ade's Bicycles on N. 5th Street, which display bikes at the exterior of the building during business hours.

Chairman Bill Craig stated that the operator of the automotive repair business at 1215 S. 14th Street has cleaned up that property and that the racks of tires are not placed in such a manner that they block access to the property. Chairman Craig stated that he would like some language to be drafted and added to the City Code to clarify this matter. Attorney Scott Kriegsman stated that language will be drafted and presented to the Plan Commission at a future meeting.

No public input

Motion made by Ron Knautz, seconded by James Ruth to adjourn. On roll call vote, all present voted Aye. Motion approved. Meeting adjourned at 6:07 pm.

Respectfully submitted:

John R. Lebegue, Building Inspections / Development Director



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 17, 2017

From: John Lebegue, Building & Inspections

John Lebegue, Building & Inspections

AGENDA ITEM: Building Department Report - September 2017

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: Receive and File September 2017 Building Department Report

DESCRIPTION: September 2017 Building Report

FINANCIAL IMPACT: <Insert Financial Impact>

NEIGHBORHOOD CONCERNS: <Insert Concerns>

IMPACT IF APPROVED: <Insert the impact if approved>>

IMPACT IF DENIED: <Insert the impact if denied>

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

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REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

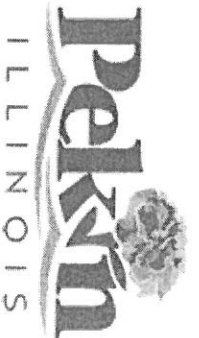
City Manager:

Date:

Cash Receipts

Receipt Listing by GL

User: berps
 Printed: 10/16/2017 - 2:12 PM



City Of Pekin
 in S. Capitol
 Pekin, IL 61554

(L102) Attachment - Report Department Budgeting : 6521) Report Budgeting L102 Attachment

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
100-793-420500							
00441686	False	026557	Tri-County Heating and Cooling	Hvac License	9/8/2017	HVAC License	100.00
							Fund: 100
							Total:
100-793-420800							
Electrical Contractors License							
00440831	False	025866	Hollingsworth Electric	Electrical License	9/7/2017	Electrical License	100.00
00442120	False	027741	Mathew Shindel	Electrical License	9/11/2017	Electrical License	100.00
00445682	False	025860	Demoney Electric Inc	Electrical License	9/27/2017	Electrical License	100.00
							Fund: 100
							Total:
100-793-425500							
Hvac Permit							
00441680	False	000000	Tri-County Heating and Air	HVAC Permit	9/8/2017	HVAC Permit	20.00
00441736	False	000000	Covenant Heating and Air	HVAC Permit	9/11/2017	HVAC Permit	40.00
00441739	False	000000	Whiteys Heating and Air	HVAC Permit	9/11/2017	HVAC Permit	40.00
00442508	False	000000	AAA Northgate Heating & Air	HVAC Permit	9/13/2017	HVAC Permit	20.00
00442914	False	000000	Climate Control LTD	HVAC Permit	9/18/2017	HVAC Permit	20.00
00443277	False	000000	Standard Heating and Air	HVAC Permit	9/20/2017	HVAC Permit	20.00
00443518	False	000000	Cordis Heating and Air	HVAC Permit	9/22/2017	HVAC Permit	120.00
00443569	False	000000	Covenant Heating and Air	HVAC Permit	9/22/2017	HVAC Permit	20.00
00443571	False	000000	Covenant Heating and Air	HVAC Permit	9/22/2017	HVAC Permit	20.00
00443573	False	000000	Covenant Heating and Air	HVAC Permit	9/22/2017	HVAC Permit	40.00
00443601	False	000000	Troublefree	HVAC Permit	9/22/2017	HVAC Permit	40.00
00444134	False	000000	J&H Hvac	HVAC Permit	9/26/2017	HVAC Permit	80.00
00445590	False	000000	HCH Mechanical	HVAC Permit	9/27/2017	HVAC Permit	40.00
00447248	False	000000	Covenant Heating and Air	HVAC Permit	9/29/2017	HVAC Permit	40.00
							Fund: 100
							Total:
100-793-425700							
Special Use Permit							
00444137	False	000000	Deanna Shanks		9/26/2017		85.00
							Fund: 100
							Total:
							560.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
100-793-426000							
Electrical Permits							
00437795	False	000000	Schwartz Electric Co.		9/1/2017	Electrical Permit	55.00
00441733	False	000000	JNB Signs		9/11/2017	Electrical Permit	139.00
00441934	False	000000	Rumbold and Rumbold Inc.		9/11/2017	Electrical Permit	43.00
00442120	False	027741	Matthew Shindel		9/11/2017	Electrical Permit	43.00
00442270	False	000000	Porter Electric		9/13/2017	Electrical Permit	67.00
00442509	False	000000	Total Electric		9/13/2017	Electrical Permit	31.00
00443042	False	000000	J-Horn Electric LLC		9/20/2017	Electrical Permit	43.00
00443259	False	000000	Morr Electric Service Inc		9/20/2017	Electrical Permit	31.00
00443364	False	000000	Schafer Electric Inc		9/21/2017	Electrical Permit	1,293.00
00444132	False	000000	Porter Electric		9/26/2017	Electrical Permit	26.00
00445593	False	000000	Kaiser Electric		9/27/2017	Electrical Permit	31.00
00445687	False	000000	Schwartz Electrical Company		9/27/2017	Electrical Permit	89.00
00445689	False	000000	Kaiser Electrical Contractors		9/27/2017	Electrical Permit	31.00
00447014	False	000000	Dianna Harms		9/29/2017	Electrical Permit	31.00
100-793-426400							
Building And Rezoning Permit							
00437794	False	000000	Global Construction Services		9/1/2017	Building Rezoning Permits	62.00
00437796	False	000000	Pekin Community High School		9/1/2017	Building Rezoning Permits	1,600.00
00437976	False	000000	Nick Patterson		9/1/2017	Building Rezoning Permits	20.00
00437978	False	000000	Roofing Professionals LLC		9/1/2017	Building Rezoning Permits	311.00
00439116	False	000000	Marilyn Justice		9/5/2017	Building Rezoning Permits	20.00
00439282	False	000000	Steve Burling		9/5/2017	Building Rezoning Permits	20.00
00439832	False	000000	Perfect Choice Exteriors		9/6/2017	Building Rezoning Permits	65.00
00439833	False	000000	Redeemed Roofing		9/6/2017	Building Rezoning Permits	50.00
00439835	False	000000	Dan Schrock		9/6/2017	Building Rezoning Permits	20.00
00439836	False	000000	Mike McMullen		9/6/2017	Building Rezoning Permits	20.00
00439837	False	000000	Riverside Exteriors		9/6/2017	Building Rezoning Permits	62.00
00440085	False	000000	Patrick Thompson		9/6/2017	Building Rezoning Permits	35.00
00440110	False	000000	Ralph Gargus		9/6/2017	Building Rezoning Permits	20.00
00440199	False	000000	Gavlinski Roofing		9/6/2017	Building Rezoning Permits	62.00
00441339	False	000000	Hartnet Concrete		9/8/2017	Building Rezoning Permits	20.00
00441341	False	000000	Severe Storm Restorations		9/8/2017	Building Rezoning Permits	164.00
Fund: 100							Total:
							1,953.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00441679	False	000000	Fresh Page Home Imp		9/8/2017	Building Rezoning Permits	89.00
00441682	False	000000	Brenda Chandler		9/8/2017	Building Rezoning Permits	20.00
00441732	False	000000	Richard Emerson		9/11/2017	Building Rezoning Permits	80.00
00441905	False	000000	Megan Martin		9/11/2017	Building Rezoning Permits	56.00
00441929	False	000000	James Osborne		9/11/2017	Building Rezoning Permits	20.00
00441931	False	000000	Roger Stuber Builder		9/11/2017	Building Rezoning Permits	98.00
00441933	False	000000	North Parkway Assembly of God		9/11/2017	Building Rezoning Permits	155.00
00442109	False	000000	Americas Best Exteriors		9/11/2017	Building Rezoning Permits	40.00
00442272	False	000000	Copperfield Communications & E		9/13/2017	Building Rezoning Permits	219.00
00442273	False	000000	Brian Wineburner		9/13/2017	Building Rezoning Permits	20.00
00442274	False	000000	Michael Holly		9/13/2017	Building Rezoning Permits	74.00
00442275	False	000000	Mark Hartnett		9/13/2017	Building Rezoning Permits	20.00
00442276	False	000000	Fresh Page Home Improvement		9/13/2017	Building Rezoning Permits	80.00
00442277	False	000000	Fresh Page Home Improvement		9/13/2017	Building Rezoning Permits	77.00
00442278	False	000000	Fresh Page Home Improvement		9/13/2017	Building Rezoning Permits	77.00
00442279	False	000000	Fresh Page Home Improvement		9/13/2017	Building Rezoning Permits	59.00
00442280	False	000000	Fresh Page Home Improvement		9/13/2017	Building Rezoning Permits	86.00
00442281	False	000000	Fresh Page Home Improvement		9/13/2017	Building Rezoning Permits	95.00
00442477	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442478	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442479	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442480	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442493	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442494	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442495	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442496	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442497	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442498	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442499	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442500	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442501	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442502	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442503	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442504	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00
00442505	False	000000	Perfect Choice		9/13/2017	Building Rezoning Permits	50.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00442517	False	000000	Laura McCarthy		9/13/2017	Building Rezoning Permits	20.00
00442591	False	000000	Les Chasteen		9/14/2017	Building Rezoning Permits	20.00
00442592	False	000000	Prairie Signs		9/14/2017	Building Rezoning Permits	69.00
00442593	False	000000	Dan Niekirk		9/14/2017	Building Rezoning Permits	35.00
00442594	False	000000	Brian Nagel		9/14/2017	Building Rezoning Permits	95.00
00442595	False	000000	Perfect Choice Exteriores		9/14/2017	Building Rezoning Permits	127.00
00442596	False	000000	Perfect Choice Exteriores		9/14/2017	Building Rezoning Permits	359.00
00442608	False	000000	APEX GC		9/14/2017	Building Rezoning Permits	62.00
00442621	False	000000	Ekoft Builders		9/14/2017	Building Rezoning Permits	53.00
00442631	False	000000	Christopher Robertson		9/14/2017	Building Rezoning Permits	20.00
00442673	False	000000	American Dream Home Imp.		9/14/2017	Building Rezoning Permits	139.00
00442802	False	000000	Bruce Eklhoff		9/15/2017	Building Rezoning Permits	56.00
00442841	False	000000	Al Bennett		9/18/2017	Building Rezoning Permits	20.00
00442843	False	000000	American dream Home Imp.		9/18/2017	Building Rezoning Permits	80.00
00442845	False	000000	Global Construction		9/18/2017	Building Rezoning Permits	177.00
00442847	False	000000	Virgil Haggard		9/18/2017	Building Rezoning Permits	20.00
00442858	False	000000	M&G Concrete		9/18/2017	Building Rezoning Permits	20.00
00442879	False	000000	Brent Look		9/18/2017	Building Rezoning Permits	40.00
00443039	False	000000	Jim Cody		9/20/2017	Building Rezoning Permits	20.00
00443040	False	000000	Michael Goetze		9/20/2017	Building Rezoning Permits	56.00
00443041	False	000000	American Dream Home Imp.		9/20/2017	Building Rezoning Permits	204.00
00443264	False	000000	Diana Harms		9/20/2017	Building Rezoning Permits	20.00
00443273	False	000000	Lone Wolf		9/20/2017	Building Rezoning Permits	20.00
00443403	False	000000	Mr. Janson		9/21/2017	Building Rezoning Permits	20.00
00443405	False	000000	Cook Signs		9/21/2017	Building Rezoning Permits	39.00
00443406	False	000000	Bold Look Construction		9/21/2017	Building Rezoning Permits	56.00
00443413	False	000000	Jab Multi-Solutions LLC		9/21/2017	Building Rezoning Permits	59.00
00443520	False	000000	Cory Plantz		9/22/2017	Building Rezoning Permits	20.00
00443565	False	000000	Fresh Page Home Imp.		9/22/2017	Building Rezoning Permits	59.00
00443600	False	000000	Roofing Professionals LLC		9/22/2017	Building Rezoning Permits	53.00
00443880	False	000000	Owner		9/22/2017	Building Rezoning Permits	40.00
00443947	False	000000	Ronald Donaldson		9/25/2017	Building Rezoning Permits	40.00
00444131	False	000000	Randy Palmeri and Son		9/26/2017	Building Rezoning Permits	100.00
00444133	False	000000	A&B Construction & Restoration		9/26/2017	Building Rezoning Permits	213.00
00444135	False	000000	EO Reed Construction Inc.		9/26/2017	Building Rezoning Permits	65.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00444136	False	000000	Hornecker Construction Inc,		9/26/2017	Building Rezoning Permits	80.00
00444525	False	000000	Crown Construction MGMT.		9/26/2017	Building Rezoning Permits	350.00
00445591	False	000000	Peter Schwabe Construction		9/27/2017	Building Rezoning Permits	2,165.00
00445592	False	000000	PH Alliance		9/27/2017	Building Rezoning Permits	152.00
00445674	False	000000	Fresh Page Home Improvement		9/27/2017	Building Rezoning Permits	71.00
00445688	False	000000	Hornecker Construction		9/27/2017	Building Rezoning Permits	25.00
00445991	False	000000	Amy Mefford		9/28/2017	Building Rezoning Permits	50.00
00445999	False	000000	Kate Krumholz		9/29/2017	Building Rezoning Permits	65.00
00446000	False	000000	ABC Roofing& Siding		9/29/2017	Building Rezoning Permits	249.00
00446002	False	000000	Nevin Concrete		9/29/2017	Building Rezoning Permits	20.00
00446003	False	000000	Marigold Lodging Inc.		9/29/2017	Building Rezoning Permits	2,400.00
00446005	False	000000	John Osborne		9/29/2017	Building Rezoning Permits	20.00
00446006	False	000000	Tim Mucciante Builders		9/29/2017	Building Rezoning Permits	56.00
00446008	False	000000	Rocky Top Inc.		9/29/2017	Building Rezoning Permits	112.00
00446009	False	000000	ABC Roofing & Siding		9/29/2017	Building Rezoning Permits	370.00
00446010	False	000000	Hornecker Construction Inc		9/29/2017	Building Rezoning Permits	74.00
00446011	False	000000	Brad VonDeheide		9/29/2017	Building Rezoning Permits	20.00
00447015	False	000000	American Dream Home Improvemen		9/29/2017	Building Rezoning Permits	83.00
00447236	False	000000	Zach Larimore		9/29/2017	Building Rezoning Permits	50.00
Total:							13,674.00
Fund: 100							
100-793-451200 Plumbing Permits							
00437793	False	000000	Tazewell Plumbing Inc		9/1/2017	Plumbing Inspections	80.00
00439834	False	000000	Tri-County Irrigation		9/6/2017	Plumbing Inspections	40.00
00440099	False	000000	Burling and Son		9/6/2017	Plumbing Inspections	55.00
00441340	False	000000	Commercial Irrigation		9/8/2017	Plumbing Inspections	50.00
00441734	False	000000	Covenant Heating and Air		9/11/2017	Plumbing Inspections	20.00
00441735	False	000000	Covenant Heating and Air		9/11/2017	Plumbing Inspections	20.00
00441737	False	000000	Covenant Heating and Air		9/11/2017	Plumbing Inspections	20.00
00441930	False	000000	Covenant Heating and Air		9/11/2017	Plumbing Inspections	20.00
00442271	False	000000	Walter Beach Plumbing		9/11/2017	Plumbing Inspections	20.00
00442271	False	000000	Burling and Son		9/13/2017	Plumbing Inspections	55.00
00442842	False	000000	Covenant Heating and Air		9/18/2017	Plumbing Inspections	20.00
00442844	False	000000	Todd Walker		9/18/2017	Plumbing Inspections	25.00
00443242	False	000000	Burling and Son		9/20/2017	Plumbing Inspections	55.00
00443404	False	000000	FW Boland Plumbing		9/21/2017	Plumbing Inspections	25.00
00443407	False	000000	Samual Wheeler		9/21/2017	Plumbing Inspections	25.00

Account Number Receipt No	Void	Cust No	Name	Account Description	Receipt Date	Line Item Description	Amount
00443575	False	000000	Covenant Heating and Air		9/22/2017	Plumbing Inspections	20.00
00443954	False	000000	Tazewell Plumbing		9/25/2017	Plumbing Inspections	25.00
00443955	False	000000	Tazewell Plumbing		9/25/2017	Plumbing Inspections	20.00
00443956	False	000000	Tazewell Plumbing		9/25/2017	Plumbing Inspections	100.00
00443957	False	000000	Tazewell Plumbing		9/25/2017	Plumbing Inspections	20.00
00443958	False	000000	Tazewell Plumbing		9/25/2017	Plumbing Inspections	54.00
00444138	False	000000	Walter Beach Plumbing		9/26/2017	Plumbing Inspections	20.00
00444554	False	000000	Tamara Leveque		9/26/2017	Plumbing Inspections	52.00
00445748	False	000000	Todd Paluska Plumbing		9/27/2017	Plumbing Inspections	64.00
00446001	False	000000	Burling and Son		9/29/2017	Plumbing Inspections	55.00
00446004	False	000000	Peters Plumbing		9/29/2017	Plumbing Inspections	40.00
00446007	False	000000	Maquet Plumbing and Pipetfittin		9/29/2017	Plumbing Inspections	55.00
00447207	False	000000	Walter Beach Plumbing		9/29/2017	Plumbing Inspections	35.00
100-793-463600			Code Violation Fines			Fund: 100	Total: 1,070.00
00442202	False	000000	B-D Lawyers Group, LLP Lawyers Tr		9/12/2017	Code Violation Fines	200.00
						Fund: 100	Total: 200.00
100-793-499800			Miscellaneous Receipts				
00438570	False	000000	Dale Thomas Attorney		9/1/2017	Misc Receipts	100.00
00442853	False	000000	E & S COMMUNICATIONS		9/18/2017	Misc Receipts	1,223.25
00442880	False	000000	Steven Riley		9/18/2017	Misc Receipts	40.00
00443276	False	000000	Anthony Martin		9/20/2017	Misc Receipts	25.00
						Fund: 100	Total: 1,388.25

Report Totals: 19,330.25

Code Enforcement Citations by Type

Printed: 10/16/2017

Page 1 of 2

Code Descriptor	Permits required for work	Code Identifier	7
Code Descriptor	Insufficient number of litter containers	Code Identifier	1
Code Descriptor	Nuisances/ Creating & maintaining	Code Identifier	8
Code Descriptor	Fences/ Height and location	Code Identifier	1
Code Descriptor	Parking regulations front yard setback	Code Identifier	12
Code Descriptor	Illegal Business Occupancy	Code Identifier	1
Code Descriptor	Setback requirements	Code Identifier	1
Code Descriptor	Mosquito problem	Code Identifier	2
Code Descriptor	Unsafe structure	Code Identifier	5
Code Descriptor	Structure unfit for human occupancy	Code Identifier	2
Code Descriptor	Property maintenance violation	Code Identifier	8
Code Descriptor	Right-of-way obstructions	Code Identifier	7
Code Descriptor	Tall grass and weeds	Code Identifier	29
Code Descriptor	Junk cars	Code Identifier	10
Code Descriptor	Junk and debris	Code Identifier	15
Code Descriptor	Dog droppings in yard	Code Identifier	1
Code Descriptor	Non-conforming use/structure	Code Identifier	1
Code Descriptor	Off street parking	Code Identifier	5

Code Enforcement Citations by Type

Printed: 10/16/2017

Page 2 of 2

Code Descriptor	Illegal home occupation	Code Identifier	1
Code Descriptor		Code Identifier	1



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 16, 2017

From: Elliff & Bosich, City Attorney

Pamela Anderson, Community Development Dir

AGENDA ITEM: CDBG 2016 Program Year letter from HUD

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: receive and file the CDBG 2016 Program Year letter from HUD

DESCRIPTION: HUD response letter to the 2016 program year end of year report.

FINANCIAL IMPACT: no financial impact

NEIGHBORHOOD CONCERNS: HUD has requested that this letter be shared with the residents of the City of Pekin.

IMPACT IF APPROVED: fulfilling request from HUD to share the 2016 program year letter

IMPACT IF DENIED: not fulfilling request from HUD to share the 2016 program year letter

ALTERNATIVES: not applicable

RELATED TO EFFICIENCY STUDY: prosperous community & effective government

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

√	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.

✓	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Illinois State Office
77 W. Jackson Blvd.
Chicago, Illinois 60604-3507

OFFICE OF
COMMUNITY PLANNING & DEVELOPMENT

SEP 22 2017

Tony Carson, City Manager
City of Pekin
Attn: Pamela Anderson,
Community Development Director
111 S. Capitol
Pekin, IL 61554

RECEIVED

SEP 29 2017

CITY CLERK

Dear Mr. Carson:

Subject: Program Year-End Review Letter
2016 Program Year
City of Pekin, Illinois

The provisions of the Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require the annual submission of performance reports by grant recipients receiving Federal assistance through programs covered under these Acts. Additionally, these Acts require that a determination be made by the Secretary, that the grant recipient is in compliance with the aforementioned statutes and has the continuing capacity to administer the programs for which assistance is received.

The Department is charged with making a comprehensive performance review of the City of Pekin's overall progress, at least annually, as required by the statutes and 24 CFR 91.525 of the regulations. The review consists of analyzing the City's consolidated planning process, reviewing management of funds, determining progress made in carrying out policies and programs, determining the compliance of funded activities with statutory and regulatory requirements, determining the accuracy of required performance reports, and evaluating accomplishments in meeting key Departmental objectives.

This letter incorporates the Chicago Regional Office of Community Planning and Development's (CPD) review of the City of Pekin's 2016 Consolidated Annual Performance and Evaluation Report (CAPER), which consists of the City's 2016 Community Development Block Grant (CDBG) Program-funded activities. This letter is organized to address specific elements: the Consolidated/Action Plan, grantee performance and overall evaluation, and conclusions.

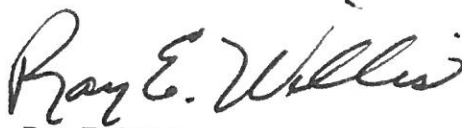
HUD has determined that the City of Pekin has the continuing capacity to administer Community Planning and Development programs. A specific evaluation of the City of Pekin's performance can be found in the enclosed Appendix A - Annual Community Assessment of Performance.

HUD requests that you share this letter and the attachments with the residents of the City of Pekin.

Attachment: HUD REVIEW LETTER 2016 YR CDBG CAPER (1249 : CDBG 2016 Program Year letter from HUD)

Should you have any questions on this or other related issues, feel free to contact Livia Dean, Community Planning and Development Representative, at (312) 913-8712 or Livia.E.Dean@hud.gov.

Sincerely,

A handwritten signature in black ink that reads "Ray E. Willis". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Ray E. Willis
Director

Enclosure: Appendix A - Annual Community Assessment of Performance

Attachment: HUD REVIEW LETTER 2016 YR CDBG CAPER (1249 : CDBG 2016 Program Year letter from HUD)

**Annual Community Assessment of Performance
City of Pekin, Illinois
Program Year 2016**

Part I: Summary of the Consolidated Plan/Action Plan

5-Year Planning Documents

The City of Pekin's 2016 Program Year is the second year of its 2015-2019 Consolidated Plan. The City of Pekin provided narrative information relating its second-year accomplishments, and 2016 activities, to goals and objectives set forth in the Consolidated Plan.

The narrative reflected that the City of Pekin is making good progress toward all planned goals of the 2015-2019 Consolidated Plan.

2016 Action Plan

The City's 2016 Annual Action Plan (AAP) was received on March 17, 2016. The Annual Action Plan was approved by HUD on April 21, 2016.

The Annual Action Plan set forth specific projects for funding that were consistent with the goals and priorities of the City of Pekin's 5-year Strategic Plan. We find that the activities carried out during the program year were generally consistent with the 2015-2019 Consolidated Plan and 2016 Annual Action Plan.

Part II: Summary of Grantee Performance

Consolidated Annual Performance and Evaluation Report (CAPER)

The Consolidated Annual Performance and Evaluation Report (CAPER), received August 7, 2017, has been used as one of the primary sources of information for the assessment. The report was found to be, generally, complete.

Management of Funds

The City of Pekin's Community Development Block Grant (CDBG) Allocation for 2016 was \$356,357 with \$15,827.90 in Program Income reported in IDIS for the 2016 program year.

The City of Pekin's Program Income in PY 2015, according to IDIS, was \$32,015.11.

Community Development Block Grant Expenditures

A.) Timeliness

According to 24 CFR 570.902, HUD will review the performance of each entitlement to determine whether the City is carrying out its CDBG-assisted activities in a timely manner. This review is conducted sixty days prior to the end of the grantee's current program year. Before the

funding of the next annual grant and absent contrary evidence satisfactory to HUD, HUD will consider an entitlement recipient to be failing to carry out its CDBG activities in a timely manner if: *“(1) Sixty days prior to the end of the grantee's current program year, the amount of entitlement grant funds available to the recipient under grant agreements but undisbursed by the U.S. Treasury is more than 1.5 times the entitlement grant amount for its current program year; and (2) The grantee fails to demonstrate to HUD's satisfaction that the lack of timeliness has resulted from factors beyond the grantee's reasonable control.”*

In 2016, the City received \$356,357 in CDBG funding. As of March 2, 2017, it was calculated that the City of Pekin had a balance in its Line-of-Credit (drawdown ratio) of 1.24 times its annual grant. The City met the timeliness standard.

B.) Compliance with the primary objective (70% low-moderate income benefit)

Pursuant to 24 CFR 570.200(a)(3), *“Entitlement recipients, recipients of the HUD administered Small Cities program in Hawaii, and recipients of insular area funds under section 106 of the Act must ensure that over a period of time specified in their certification not to exceed three years, not less than 70 percent of the aggregate of CDBG fund expenditures shall be for activities meeting the criteria under § 570.208(a) or under § 570.208(d)(5) or (6) for benefiting low and moderate-income persons.”*

The City's reported overall benefit was 96.04% for the designated period. The City is in compliance with the overall benefit requirement.

C.) Limitation on Planning and Administrative (PA) Costs

Pursuant to 24 CFR Part 570.200(g), *“No more than 20 percent of the sum of any grant, plus program income, shall be expended for planning and program administrative costs, as defined in § 570.205 and 507.206, respectively. Recipients of entitlement grants under subpart D of this part shall conform with this requirement by limiting the amount of CDBG funds obligated for planning plus administration during each program year to an amount no greater than 20 percent of the sum of its entitlement grant made for that program year (if any) plus the program income received by the recipient and its subrecipients (if any) during that program year.”*

The City of Pekin did not exceed the 20% planning and administration cap during its 2016 Program Year, with total reported expenditures of 19.77% . The City of Pekin is in compliance with 24 CFR Part 570.200(g).

D.) Public Services

Pursuant to 24 CFR 570.201(e)(1), *“The amount of CDBG funds used for public services shall not exceed 15 percent of each grant, except that for entitlement grants made under subpart D of this part, the amount shall not exceed 15 percent of the grant plus 15 percent of program income, as defined in § 570.500(a). For entitlement grants under subpart D of this part, compliance is based on limiting the amount of CDBG funds obligated for public service activities in each program year to an amount no greater than 15 percent of the entitlement grant made for that program year plus 15 percent of the program income received during the grantee's immediately preceding program year.”*

Per IDIS PR-26 – CDBG Financial Summary Report, the City of Pekin spent 14.39% of its entitlement grant for public services in 2016. This percentage is in compliance for the designated period.

E.) Performance Reports

Pursuant to 24 CFR 91.520 (a), “Each jurisdiction that has an approved consolidated plan shall annually review and report, in a form prescribed by HUD, on the progress it has made in carrying out its strategic plan and its action plan.”

The IDIS PR 59 – CDBG Activities At-Risk Dashboard Report identifies CDBG activities that have not yet been completed by Grantees in the Integrated Disbursement and Information System (IDIS).

The System flags and requires justifications by Grantees, and HUD approval for activities that are deemed at risk by HUD based upon the following criteria:

- Activities have had no draws for a year
- Activities have no reported accomplishments for three years
- Activities have 80 percent of their funding amount disbursed and no accomplishments reported
- Activities with draws have been identified by grantees for cancellation.

A review of the IDIS PR59 Report revealed that the City of Pekin has no outstanding, at-risk activities in IDIS.

Program Compliance and Performance

Community Development Block Grant

The CDBG program was not monitored during the 2016 Program Year. There are no outstanding Findings from previous program years.

No other performance issues have been identified in the review of the 2016 CAPER.

A-133 Audit

A current version of the A-133 Audit has not been submitted to the Federal Audit Clearing House (FAC). Please submit the Audit or document that less than \$750,000 in Federal Expenditures were made during the City’s Fiscal Year.

Part III: Overall Evaluation and Conclusions

Our assessment of the 2016 Program Year found that the City of Pekin’s CDBG activities are, generally, consistent with its Consolidated Plan and in compliance with the Statutes and operating regulations. The City of Pekin has the continuing capacity to administer Consolidated Plan-covered programs.

Audit Requirement

The Office of Management and Budget (OMB) 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards was issued as of December 29, 2013. It sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards. Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program specific audit conducted for that year in accordance with the provisions of Subpart F of the Circular.

It is necessary that you provide a copy of this letter to your IPA/Auditor and instruct them to focus their next audit review on the financial reporting requirements of the Community Development Block Grant (CDBG) program.

Appendix B

Attachment: HUD REVIEW LETTER 2016 YR CDBG CAPER (1249 : CDBG 2016 Program Year letter from HUD)

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: September 29, 2017****From: Paula Gensel, Admin Asst.****AGENDA ITEM:** Liquor Commission Minutes 08/24/17**AGENDA DATE REQUESTED:** October 23, 2017**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



**LIQUOR COMMISSION MINUTES
THURSDAY, AUGUST 24, 2017 AT 4:00 P.M.
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554**

Liquor Commissioner John McCabe called the meeting to order at 4:04 p.m.

The **PLEDGE of ALLEGIANCE** was led by the Liquor Commissioner John McCabe

ROLL CALL

The following members were present for roll call: Liquor Commissioner John McCabe, Deputy Liquor Commissioner Rick VonRohr, Police Chief John Dossey, Fire Chief Kurt Nelson, Commission Member Timm Schwartz, and Commission Member Rose Hasler. A quorum was declared.

Also present: Attorney Sue Bosich

APPROVAL OF AGENDA

Motion made by Fire Chief Kurt Nelson, seconded by Liquor Commission Member Rose Hasler to approve the August 3, 2017 Liquor Commission minutes. On roll call vote present voted Aye. Motion carried.

APPROVAL OF LIQUOR COMMISSION MINUTES

Motion made by Liquor Commission Member Rose Hasler, seconded by Police Chief Dossey to approve the June 22, 2017 Liquor Commission minutes. Fire Chief Kurt Nelson would like the minutes to reflect Acting on behalf of the Fire Chief at last meeting corrected spelling of Rob's last name to be spelled Baughman. On roll call vote present voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS

Dustin Maquet with Maquet's Rail House: Mr. Maquet had asked the Liquor Commission to review the policy on submitting Special Event Applications for the One Day Liquor license. Wondered if the process can be more streamlined and an easier process.

NEW BUSINESS

Marlowe's Hometown Diner, LLC dba Marlowe's Hometown Diner – Lyndon Bright – 17 B N. 4th Street
Attorney Sue Bosich had received a notarized letter that stated Abraham's was selling the property to Margaret Moore Contract for Deed. So the lease in question was okay.

Motion made by Liquor Commission Member Timm Schwartz to approve the new liquor license, seconded by Police Chief Dossey. On roll call vote present voted Aye. Motion carried.

Art's Place, LLC dba Art's Place – 2418 N. 8th Street – LD Chaney II

Attorney Sue Bosich had received the new lease with dates and signature that was requested. Fire Chief Nelson stated they do not have any issues with the occupancy permit until the business is ready to open.

Motion made by Liquor Commission Member Timm Schwartz to approve the new liquor license, seconded by Police Chief Dossey. On roll call vote present voted Aye. Motion carried.

ANY OTHER BUSINESS

Presentation on Alcohol Sales at Gas Stations: Katy Shackelford, City Planner gave a presentation on surrounding communities that sold alcohol in gas stations. Positive side is the economic growth/income this has brought to the communities. There were no major problems of illegal purchases in any of the communities.

Dustin Maquet spoke regarding privately owned liquor stores and how other businesses and gas stations who sold packaged liquor drove them out of business with the cheaper prices where they could not compete. Mr. Maquet asked if any studies were done on how many privately owned liquor stores went out of business because of the grocery stores and gas stations being able to sale packaged liquor. Ms. Shackelford will look into that.

Motion made to adjourn. Meeting adjourned at 4:37 P.M.

Respectfully submitted

Paula Gensel, Liquor Commission Secretary



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 3, 2017

From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Tazewell County Animal Control - September 2017

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: Receive and File Tazewell County Animal Control Billing – September 2017

DESCRIPTION: Tazewell County Animal Control Billing – September 2017

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
√	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
√	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Tazewell County Animal Control

21314 State Route 9
 PO Box 158
 Tremont, IL 61568
 Phone: (309) 925-3370
 FAX: (309) 925- 3633

SEPTEMBER 2017 INVOICE

Balance Due \$3753.83

City Of Pekin
 111 S Capitol St
 Room 242
 Pekin, IL 61554

Our records show the following charges are unpaid.

<u>Date</u>	<u>Description</u>	<u>Charge Amount</u>	<u>Unpaid balance</u>
09-28-2017	Pekin Contract Fee	\$3,753.83	\$3,753.83
As of 09-28-2017, there is a balance due of			\$3,753.83

Attachment: Tazewell County Animal Control - September 2017 (1238 : Tazewell County Animal Control - September 2017)

Attachment: Total Count: 17

Group By Municipality
Order By Municipality
Page Number: 13 of 23

Packet Pg. 45Records on this page: 18

17

Group By Municipality
Order By Municipality
Page Number: 14 of 23

	Animal	Owner at intake
Officer Call		

Packet Pg. 46

Attachment: Tozawa|| County: Animal Control

Record count on this e

FAX: (309) 925-3633

	ACQ	Owner at intake	Animal	Officer Call
1				
2				
3				
4				
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Case ID	Intake Date	Reason and Transport	Age		
09-25-2017 4	09-25-2017	Owner Surrender/Aco Pickup Pickup location: 1304 Royal Avenue, Pekin, IL 00000	Harms, Jaymee IL 00000	#156247/F/Cat/Dsh Rebbie/Small/Kitten/Dilute/Calico	2293
09-25-2017 6	09-25-2017	Owner Surrender/Aco Pickup Pickup location: 1304 Royal Avenue, Pekin, IL 00000	Harms, Jaymee IL 00000	#156249/F/Cat/Dsh Jane/Small/Kitten/Dilute/Calico	2293
09-25-2017 8	09-25-2017	Owner Surrender/Aco Pickup Pickup location: 1304 Royal Avenue, Pekin, IL 00000	Harms, Jaymee IL 00000	#156251/M/Cat/Dsh Marlon/Small/Kitten/Gray/White	2293
09-28-2017 5	09-28-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes		#156420/F/Cat/Dsh Small/Kitten/Black	
09-29-2017 4	09-29-2017	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		#156455/F/Cat/Dsh Elijah/Small/Adult	
09-27-2017 5	09-27-2017	Stray/Aco Pickup Pickup location: 14th & Broadway, Pekin, IL 00000	Homerin, Charlena IL 00000	#121789/M/Dog/Maltese Winston/White	2323
09-02-2017 2	09-02-2017	Stray/Aco Pickup Pickup location: Janssen & Oxford, Pekin, IL 61554	Homerin, Charlena IL 61554	#129233/M/Dog/Great Dane Onyx/Large/Puppy/Mantle	2119
09-24-2017 3	09-24-2017	Stray/Aco Pickup Pickup location: 1314 Janssen, Pekin, IL 61554	Homerin, Charlena IL 61554	#130761/M/Dog/Shih Tzu Bandit/Small/Adult/White/Black	2291
09-25-2017 19	09-25-2017	Euthanasia Request Bite/Owner... Pickup location: Not specified or see notes		#136842/M/Dog/Labrador Retriever Payon/Large/Adult/Chocolate	
09-07-2017 25	09-07-2017	Stray/Aco Pickup Pickup location: 1400 Blk Of North 4th, Pekin, IL 61554	Sample, 01 IL 61554	#142856/M/Dog/Gsd Scout/Large/Adult/Brindle/White	2166
09-06-2017 11	09-06-2017	Owner Surrender/Aco Pickup Pickup location: Not specified or see notes	Homerin, Charlena	#143476/F/Dog/Labrador Retriever Bella/Medium/Adult/Black/Brown	
09-01-2017 11	09-01-2017	Stray/Aco Pickup Pickup location: 1505 S 7th, Pekin, IL 61554	Homerin, Charlena IL 61554	#152699/M/Dog/Mastiff Rusev/Medium/Adult/Fawn	2116
09-01-2017 1	09-01-2017	Stray/Aco Pickup Pickup location: 4526 Greenlawn Court, Pekin, IL 61554	Lohnes, Pam IL 61554	#155396/U/Cat/Dsh Small/Adult/Gray	2104
09-25-2017 9	09-25-2017	Stray/Aco Pickup Pickup location: 100 Taps Lane, Pekin, IL 61554	Harms, Jaymee IL 61554	#155399/M/Dog/Labrador Retriever Hayzues/Medium/Adult/Black	2296
09-01-2017 5	09-01-2017	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		#155406/M/Cat/Dsh Jack/Large/Adult	
09-01-2017 8	09-01-2017	Owner Surrender/Citizen Turn-in Pickup location: Not specified or see notes		#155428/M/Cat/Dsh Marsh/Medium/Adult/White/Gray	
09-04-2017 4	09-04-2017	Wildlife/Aco Pickup Pickup location: Mineral Springs Park, Pekin, IL 61554	Homerin, Charlena IL 61554	#155448/U/Bird/Blackbird Medium/Adult	2131
09-05-2017 6	09-05-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes		#155474/M/Cat/Dsh Tommy/Medium/Adult/Orange/White	

Tazewell County Animal Control

Record count on this entire report: 250

Run Date: 10-02-2017 07:02:37 AM by Ryan A Sanders

FAX: (309) 925-3633

Municipality:	PEKIN								
Case ID	Intake Date	Reason and Transport	ACO	Owner at Intake	Animal	Officer Call			
09-05-2017 16	09-05-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#155493/F/Cat/Dsh Spotch/Medium/Adult/Black/White				
09-06-2017 5	09-06-2017	Owner Surrender/Owner Turn-in Pickup location: Not specified or see notes		Rebecca Horner	#155549/M/Dog/Gsd Cane/Large/Adult				
09-07-2017 2	09-07-2017	Stray/Aco Pickup Pickup location: 1007 Prince St, Pekin, IL 61554	Lohnes, Pam		#155599/U/Cat/Dsh Medium/Adult/Gray/White	2160			
09-08-2017 1	09-08-2017	Stray/Aco Pickup Pickup location: 515 N 2nd St, Pekin, IL 61554	Harms, Jaymee		#155663/M/Dog/Shih Tzu Dirty Harry/Medium/Adult/White	2168			
09-08-2017 2	09-08-2017	Owner Surrender/Aco Pickup Pickup location: 1915 Market St, Pekin, IL 61554	Harms, Jaymee		#155664/F/Cat/Dsh Autumn/Small/Black/White	2167			
09-08-2017 3	09-08-2017	Owner Surrender/Aco Pickup Pickup location: 1915 Market St, Pekin, IL 61554	Harms, Jaymee		#155665/U/Cat/Dsh Small/Kitten/Tabby/White	2167			
09-08-2017 4	09-08-2017	Owner Surrender/Aco Pickup Pickup location: 1915 Market St, Pekin, IL 61554	Harms, Jaymee		#155667/U/Cat/Dsh Small/Kitten/Tabby/White	2167			
09-08-2017 6	09-08-2017	Owner Surrender/Aco Pickup Pickup location: 1915 Market St, Pekin, IL 61554	Harms, Jaymee		#155669/U/Cat/Dsh Medium/Kitten/Black/White	2167			
09-08-2017 7	09-08-2017	Owner Surrender/Aco Pickup Pickup location: 1915 Market St, Pekin, IL 61554	Harms, Jaymee		#155670/F/Cat/Dsh Small/Kitten/Black/White	2167			
09-08-2017 10	09-08-2017	Euthanasia Request/Owner Turn-in Pickup location: Not specified or see notes		Rebecca Wilson	#155678/F/Dog/Great Pyrenees Lex/Large/Senior				
09-08-2017 12	09-08-2017	Stray/Citizen Turn-in Pickup location: 21314 Rt 29, Tremont, IL 61568			#155689/F/Cat/Dsh Medium/Kitten/Tortoise Shell	2172			
09-11-2017 1	09-11-2017	Stray/Aco Pickup Pickup location: 1507 S 18th St, Pekin, IL 61554	Harms, Jaymee		#155744/M/Dog/Pit Bull Johnny Five/Large/Adult/Brindle	2176			
09-12-2017 2	09-12-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#155801/F/Cat/Dsh Barbara/Large/Adult/Black/White				
09-14-2017 12	09-14-2017	Wildlife/Aco Pickup Pickup location: 610 N 2nd St, Pekin, IL 61554	Lohnes, Pam		#155920/U/Bird/Seagull Small/Adult/White/Gray	2214			
09-18-2017 4	09-18-2017	Stray/Aco Pickup Pickup location: Sheridan And Fenely, Pekin, IL 61554	Harms, Jaymee		#155977/F/Cat/Dmh Silk/Small/Adult/Tabby/White	2233			
09-18-2017 9	09-18-2017	Stray/Aco Pickup Pickup location: 1615 Sheridan Road, Pekin, IL 61554	Harms, Jaymee		#155990/M/Cat/Dsh Buster/Small/Adult/Orange/White	2240			
09-18-2017 13	09-18-2017	Stray/Aco Pickup Pickup location: 106 Washington St, Pekin, IL 61554	Lohnes, Pam		#156008/U/Cat/Dsh Small/Kitten/Gray/Tabby	2244			
09-19-2017 1	09-19-2017	Stray/Aco Pickup Pickup location: 2433 Lakeshore Drive, Apt 2, Pekin, IL 61554	Lohnes, Pam		#156027/F/Cat/Dsh Squash/Small/Kitten/Tortoise Shell/Tabby	2248			

Tazewell County Animal Control

Record count on this entire report: 250

Run Date: 10-02-2017 07:02:37 AM by Ryan A Sanders

FAX: (309) 925-3633

Municipality:	PEKIN					
Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
09-19-2017 3	09-19-2017	Owner Surrender/Aco Pickup Pickup location: 106 Washington St, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554	Diane Spoede	#156030/F/Cat/Dsh Small/Adult/Tri	2250
09-19-2017 5	09-19-2017	Owner Surrender/Aco Pickup Pickup location: 106 Washington St, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#156032/U/Cat/Dsh Medium/Adult/Black/White	2250
09-19-2017 6	09-19-2017	Owner Surrender/Aco Pickup Pickup location: 106 Washington St, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#156042/U/Cat/Dsh Small/Adult/Black/White	2250
09-20-2017 2	09-20-2017	Owner Surrender/Aco Pickup Pickup location: 106 Washington St, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#156093/U/Cat/Dsh Small/Adult/Gray/White	2276
09-22-2017 2	09-22-2017	Owner Surrender/Aco Pickup Pickup location: 106 Washington St, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554	Diane Spoede	#156175/U/Cat/Dsh Small/Kitten/White/Gray	2279
09-22-2017 20	09-22-2017	Stray/Aco Pickup Pickup location: 2214 Stoneybrook Road, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#156207/M/Dog/Pug Reggie/Medium/Adult/Brindle	2293
09-25-2017 2	09-25-2017	Owner Surrender/Aco Pickup Pickup location: 1304 Royal Avenue, Pekin, IL 00000	Harms, Jaymee Pekin, IL 00000		#156243/F/Cat/Dmh Katherine/Small/Dilute/Calico	2293
09-25-2017 3	09-25-2017	Owner Surrender/Aco Pickup Pickup location: 1304 Royal Avenue, Pekin, IL 00000	Harms, Jaymee Pekin, IL 00000		#156245/F/Cat/Dsh La Toya/Small/Kitten/Buf/White	2293
09-25-2017 7	09-25-2017	Owner Surrender/Aco Pickup Pickup location: 1304 Royal Avenue, Pekin, IL 00000	Harms, Jaymee Pekin, IL 00000		#156250/M/Cat/Dsh Tito/Small/Kitten/Gray/White	2298
09-25-2017 11	09-25-2017	Stray/Aco Pickup Pickup location: Not specified or see notes	Lohnes, Pam		#156268/F/Dog/Pit Bull Medium/Adult/Fawn/White	2307
09-26-2017 2	09-26-2017	Stray/Aco Pickup Pickup location: 1007 Prince St, Pekin, IL 61554	Harms, Jaymee Pekin, IL 61554		#156302/U/Cat/Dsh Small/Adult/Tabby/White	2316
09-26-2017 9	09-26-2017	Stray/Aco Pickup Pickup location: Edlison School, Pekin, IL 61554	Homerin, Charlena Pekin, IL 61554	Carrie Davis	#156334/M/Dog/Labrador Retriever Vader/Medium/Adult/Brown	2317
09-27-2017 4	09-27-2017	Stray/Aco Pickup Pickup location: 1007 Prince St, Pekin, IL 61554	Lohnes, Pam Pekin, IL 61554		#156381/U/Cat/Dsh Small/Kitten/Tabby/White	2325
09-28-2017 2	09-28-2017	Stray/Aco Pickup Pickup location: 1007 Prince St, Pekin, IL 61554	Harms, Jaymee Pekin, IL 61554		#156415/U/Cat/Dsh Small/Adult/Tabby/White	2334
09-28-2017 3	09-28-2017	Stray/Citizen Turn-in Pickup location: Not specified or see notes			#156419/F/Dog/Pomeranian Charlotte/Small/Senior	2334
09-28-2017 7	09-28-2017	Stray/Aco Pickup Pickup location: 1423 Lincoln, Pekin, IL 61554	Homerin, Charlena Pekin, IL 61554		#156441/M/Cat/Dsh Abe/Small/Kitten/Orange/Tabby	2334
End of Group	Group count:	88				

**REQUEST FOR COUNCIL ACTION****To: Council Members****Date: October 6, 2017****From: Kurt Nelson, Fire Chief****AGENDA ITEM:** Traffic Safety Committee Minutes - September 2017**AGENDA DATE REQUESTED:** October 23, 2017**REQUIRED SIGNATURES****Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**CITY OF PEKIN TRAFFIC SAFETY COMMITTEE MINUTES
SEPTEMBER 1, 2017 @ 8:30 a.m.
CITY HALL CONFERENCE ROOM**

PRESENT: Kurt Nelson, John Dossey, Mike Guerra, Bob Henderson, Sarah Newcomb, Bob Shaw

Also present: Brett Olson, Will Taylor

The meeting was called to order at 8:30 a.m.

Motion by John to approve the agenda, seconded by Sarah. All in favor.

Motion by John to approve the August 4, 2017 meeting minutes, seconded by Mike. All in favor.

Old Business:

1. Speed Limit Signs Request – Alley 200 Block Court St.

A review of the Speed Spy results indicated that speeding is not an issue in this location. Due to the alley access to businesses and parking in this location, Mike made a motion to install pedestrian caution signs in this alley. Sarah seconded the motion. All in favor.

2. Downtown Handicapped Parking

Mike provided maps of the downtown area indicating the current handicapped parking spaces on the streets and in parking lots. The maps are also marked with suggested handicapped parking spaces for consideration in the future. After discussion to continue to monitor and review parking in the area of downtown, Bob made a motion to leave the area as is for now. John seconded the motion. All in favor.

New Business:

1. Three-Way Stop Request – Intersection of Sheridan Rd. and N. 4th St.

This item was brought to the committee from a citizen concern regarding speeding in this location. The speed spy results indicated that speeding is an issue and the police department has already conducted extra patrols and will continue to do so. Mike stated that Sheridan Rd. is a through collector street and stop signs are not put in place for speed control. John made a motion to leave the area as is with stepped up enforcement. Mike seconded the motion. All in favor.

2. No Parking Request, Both Sides of the Street – Washington St. from Summer St. to Capitol St. (the one furthest east)

This item was brought to the committee from a citizen concern regarding line of sight in this location. After review of the area and discussion by the committee, John made a motion to make a recommendation to City Council for no parking on both sides of Washington St. from Summer St. to the furthest east intersection with S. Capitol St. Sarah seconded the motion. All in favor.

3. *Speed of Vehicles – St. Clair in the area of Summit*

This item was brought to the committee from a citizen concern regarding the speed of vehicles in this location. The Speed Spy results indicate that speeding is not an issue in this location. John made a motion to leave this area as is and step up enforcement. Bob seconded the motion. All in favor.

4. *Request to Change Bike Crossing at 8th St. to Pedestrian Crossing*

This item was brought to the committee from Mayor McCabe. After review of the area and discussion of this request, Sarah made a motion to leave the area as is at this time. John seconded the motion. All in favor. Mike suggested to add motorist warning signs regarding the bike trail and update the striping in this location.

5. *Addition of On-Street Parking Stalls and Handicapped Parking on Derby St.*

Derby St. has been striped to encourage parking on the street. The committee discussed whether or not to mark individual parking stalls. In light of the number of driveways and entrances onto Derby St. along with all the additional markings causing more confusion, it was the consensus of the committee to not mark individual parking stalls. John made a motion to recommend that individual parking stalls not be marked on Derby St. Bob seconded the motion. All in favor.

Around the Table

Mike stated that Hansen will be doing a study to determine the best way to update the Derby St. corridor. There will be public meetings in the future.

Respectfully Submitted,
Lee Ann Wrhel

NEXT REGULAR MEETING OCTOBER 6, 2017 @ 8:30 A.M.



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 4, 2017

From: Sue McMillan, City Clerk

AGENDA ITEM: Agreement with Tazewell County to Receive Recycling Grant

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: Approve attached resolution authorizing the Mayor to enter into an intergovernmental agreement with Tazewell County to receive recycling grant funds.

DESCRIPTION: Tazewell County has historically provided grant funding to support recycling efforts of the City of Pekin. Such funding each year is established through an intergovernmental agreement between the two units of local government. The funding allocation in FY18 is for \$69,010.

FINANCIAL IMPACT: \$69,010.00 received to support recycling efforts by the City of Pekin

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Enhancement of recycling program in Pekin

IMPACT IF DENIED: Loss of anticipated/budgeted recycling revenue

ALTERNATIVES: N/A

RELATED TO EFFICIENCY STUDY: N/A

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS:

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
✓	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT TO RECEIVE RECYCLING GRANT FUNDS FROM TAZEWell COUNTY

WHEREAS, Tazewell County has historically provided grant funding to support recycling efforts of the City of Pekin; and

WHEREAS, grant funding each year is established through an intergovernmental agreement between the two units of local government; and

WHEREAS, the grant funding allocation in FY18 is for \$69,010; and

WHEREAS, the parties are agreeable to the intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWell COUNTY, ILLINOIS, AS FOLLOWS:

In the exercise of its home rule powers, that the Mayor of the City of Pekin is authorized to execute and enter into an Intergovernmental Agreement between the City of Pekin and Tazewell County for grant funding to support recycling efforts of the City of Pekin in its 2018 fiscal year.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, Tazewell County, Illinois, this 23th day of October 2017; and upon roll call was as follows:

Ayes: _____

Nays: _____

Absent: _____

APPROVED this ____ day of _____, 2017.

Mayor

ATTEST:

City Clerk

Attachment: Resolution to Adopt IGA for Grant Funding FY18 - \$69,010 (1244 : Agreement with Tazewell County to Receive Recycling Grant)

TAZEWELL HEALTH DEPARTMENT
21306 Illinois Route 9
Tremont, IL 61568-9252 309/925-5511

CONTRACT

THIS AGREEMENT is entered into by and between the CITY OF PEKIN (hereinafter referred to as GRANTEE), and the COUNTY OF TAZEWELL, a body politic and corporate, (hereinafter referred to as the COUNTY).

COUNTY OBLIGATIONS

The COUNTY agrees to provide a grant in the amount of \$69,010.00. Payment shall be made in full and shall be authorized upon execution of this Agreement. The grant shall commence on the date of this Agreement and end on 12/31/18. All funds that have not been expended or legally obligated by the expiration or termination of this Agreement may have to be returned to the COUNTY within 45 days following the expiration or termination of the Agreement.

GRANTEE OBLIGATIONS

The Grantee agrees that all grant monies will be used in support of and in connection with the COUNTY approved recycling collection program. The COUNTY will monitor the recycling program to ensure it remains in compliance with the COUNTY'S EPA approved Solid Waste Management Plan. Failure of Grantee to comply with this Plan will require forfeiture of all unused grant funds.

Grantee agrees to prepare and submit an annual progress report detailing program expenditures.

In WITNESS THEREOF, the undersigned governmental units have caused this Agreement to be duly executed.

TAZEWELL COUNTY

By: _____
County Chairman

ATTEST: _____
County Clerk

Dated: _____

GRANTEE

By: _____
Mayor

ATTEST: _____
City Clerk

Dated: _____

Attachment: FY18 IGA for Recycling Grant (1244 : Agreement with Tazewell County to Receive Recycling Grant)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 18, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: 14th Street Guardrail Bids recieved

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: The City received four bids for the 14th St. Guardrail and Ditch Rehabilitation Project to be received and filed

DESCRIPTION: Receive and file four bids received for the 14th Street Guardrail and Ditch Rehabilitation

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

14 St Guardrail and Ditch Rehabilitation Bid Tab

Date: October 13, 2017 @ 2 pm

			Estimate		ICCI		PA Atherton		Otto Baum		Stark	
Base Bid			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Earthwork Complete	L. Sum	1	\$20,400.00	\$20,400.00	\$22,000.00	\$22,000.00	\$58,254.00	\$58,254.00	\$22,268.74	\$22,268.74	\$22,875.00	\$22,875.00
2 Sidewalk Removal	SQ FT	2500	\$3.00	\$7,500.00	\$1.60	\$4,000.00	\$2.50	\$6,250.00	\$1.68	\$4,200.00	\$2.35	\$5,875.00
3 Pavement Removal	SQ YD	12	\$50.00	\$600.00	\$30.00	\$360.00	\$25.00	\$300.00	\$62.16	\$745.92	\$90.00	\$1,080.00
4 Comb Curb and Gutter Rem	FT	50	\$25.00	\$1,250.00	\$11.00	\$550.00	\$15.00	\$750.00	\$13.23	\$661.50	\$13.00	\$650.00
5 Subbase Granular Matl	SQ FT	2500	\$2.00	\$5,000.00	\$1.00	\$2,500.00	\$1.50	\$3,750.00	\$1.34	\$3,350.00	\$2.65	\$6,625.00
6 Comb Curb and Gutter T6.24	FT	50	\$75.00	\$3,750.00	\$55.00	\$2,750.00	\$55.00	\$2,750.00	\$52.08	\$2,604.00	\$42.65	\$2,132.50
7 Steel Plate Beam Guardrail, Type A, 9 FT	FT	1542	\$20.00	\$30,840.00	\$23.70	\$36,545.40	\$22.00	\$33,924.00	\$24.44	\$37,686.48	\$22.00	\$33,924.00
8 Stone Rip Rap Toe, Class A4	SQ YD	48	\$75.00	\$3,600.00	\$40.00	\$1,920.00	\$60.00	\$2,880.00	\$81.31	\$3,902.88	\$60.00	\$2,880.00
9 Stone Rip Rap Class A4	SQ YD	2260	\$50.00	\$113,000.00	\$34.00	\$76,840.00	\$55.00	\$124,300.00	\$50.87	\$114,966.20	\$40.00	\$90,400.00
10 Steel Railing, Type TP-1 Extension	EA	1	\$2,000.00	\$2,000.00	\$5,625.00	\$5,625.00	\$5,250.00	\$5,250.00	\$5,833.33	\$5,833.33	\$5,250.00	\$5,250.00
11 Traffic Barrier Term Type 5A special	EA	1	\$1,750.00	\$1,750.00	\$1,184.00	\$1,184.00	\$1,100.00	\$1,100.00	\$1,222.22	\$1,222.22	\$1,100.00	\$1,100.00
12 Traffic Barrier Term Type 10, special	EA	2	\$1,000.00	\$2,000.00	\$781.00	\$1,562.00	\$725.00	\$1,450.00	\$805.56	\$1,611.12	\$725.00	\$1,450.00
13 PCC Sidewalk 4"	SQ FT	2500	\$7.00	\$17,500.00	\$6.60	\$16,500.00	\$9.50	\$23,750.00	\$6.76	\$16,900.00	\$6.55	\$16,375.00
14 Hot-Miz Asphalt Pavement Patch	SQ YD	12	\$150.00	\$1,800.00	\$250.00	\$3,000.00	\$40.00	\$480.00	\$186.10	\$2,233.20	\$210.00	\$2,520.00
15 Clean End Sections	EA	8	\$750.00	\$6,000.00	\$540.00	\$4,320.00	\$750.00	\$6,000.00	\$583.68	\$4,669.44	\$425.00	\$3,400.00
16 Landscaping, Complete	Acre	0.07	\$30,000.00	\$2,100.00	\$53,000.00	\$3,710.00	\$20,000.00	\$1,400.00	\$71,428.57	\$5,000.00	\$45,000.00	\$3,150.00
17 Landscaping Ditch, Complete	Acre	0.09	\$60,000.00	\$5,400.00	\$70,000.00	\$6,300.00	\$20,000.00	\$1,800.00	\$131,333.33	\$11,820.00	\$70,000.00	\$6,300.00
18 Traffic Control, Complete	L. Sum	1	\$10,000.00	\$10,000.00	\$12,521.00	\$12,521.00	\$10,000.00	\$10,000.00	\$4,422.22	\$4,422.22	\$3,000.00	\$3,000.00
19 Erosion Control, Complete	L. Sum	1	\$5,000.00	\$5,000.00	\$6,600.00	\$6,600.00	\$1,500.00	\$1,500.00	\$3,473.74	\$3,473.74	\$4,500.00	\$4,500.00
20 Construction Layout	L. Sum	1	\$2,500.00	\$2,500.00	\$5,400.00	\$5,400.00	\$3,100.00	\$3,100.00	\$3,377.78	\$3,377.78	\$0.01	\$0.01
21 Mobilization	L. Sum	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$5,512.34	\$5,512.34	\$15,000.00	\$15,000.00
Bid Total				\$251,990.00		\$224,187.40		\$291,488.00		\$256,461.11		\$228,486.51
					AS READ	\$224,214.40			\$291,488.00		\$256,461.11	\$228,486.51
Alternate Bid No. 001												
1 Earthwork, Complete (Base Bid)	L. Sum	-1	\$20,400.00	-\$20,400.00	\$20,000.00	-\$20,000.00	\$58,254.00	-\$58,254.00	\$22,268.74	-\$22,268.74	\$22,875.00	-\$22,875.00
2 Earthwork, Complete (Alt. Bid 001)	L. Sum	1	\$10,200.00	\$10,200.00	\$17,000.00	\$17,000.00	\$29,070.00	\$29,070.00	\$20,668.74	\$20,668.74	\$14,500.00	\$14,500.00
3 Stone Riprap, Class A4 special (Base Bid)	SQ. YD	-2260	\$50.00	-\$113,000.00	\$30.00	-\$67,800.00	\$60.00	-\$135,600.00	\$50.87	-\$114,966.20	\$40.00	-\$90,400.00
4 Stone Riprap Toe CL A4 (Base Bid)	SQ. YD	-48	\$75.00	-\$3,600.00	\$36.00	-\$1,728.00	\$55.00	-\$2,640.00	\$81.31	-\$3,902.88	\$60.00	-\$2,880.00
5 Stone Riprap Toe CL A4 (Alt. Bid #001)	SQ. YD	41	\$75.00	\$3,075.00	\$40.00	\$1,640.00	\$60.00	\$2,460.00	\$84.20	\$3,452.20	\$85.00	\$3,485.00
6 Gabions	CU. YD	18	\$350.00	\$6,300.00	\$320.00	\$5,760.00	\$1,000.00	\$18,000.00	\$376.06	\$6,769.08	\$270.00	\$4,860.00
7 Gabion Mats	SQ. YD	1130	\$87.50	\$98,875.00	\$75.00	\$84,750.00	\$125.00	\$141,250.00	\$75.44	\$85,247.20	\$85.00	\$96,050.00
8 Landscaping Ditch Complete, (Base Bid)	Acre	-0.09	\$60,000.00	-\$5,400.00	\$50,000.00	-\$4,500.00	\$20,000.00	-\$1,800.00	\$131,333.33	-\$11,820.00	\$70,000.00	-\$6,300.00
9 Landscaping Ditch Complete, (Alt Bid 001)	Acre	0.18	\$60,000.00	\$10,800.00	\$65,000.00	\$11,700.00	\$20,000.00	\$3,600.00	\$131,333.33	\$23,640.00	\$41,000.00	\$7,380.00
Alternate Bid No. 001 Total				-\$13,150.00		\$26,822.00		-\$3,914.00		-\$13,180.60		\$3,820.00
Total Bid				\$238,840.00		\$251,009.40		\$287,574.00		\$243,280.51		\$232,306.51
Alternate Bid No. 002												
1 Earthwork, Complete (Base Bid)	L. Sum	-1	\$20,400.00	-\$20,400.00	\$20,000.00	-\$20,000.00	\$58,254.00	-\$58,254.00	\$22,268.74	-\$22,268.74	\$22,875.00	-\$22,875.00
2 Earthwork, Complete (Alt. Bid 002)	L. Sum	1	\$8,700.00	\$8,700.00	\$17,000.00	\$17,000.00	\$24,795.00	\$24,795.00	\$20,668.74	\$20,668.74	\$16,800.00	\$16,800.00
3 Stone Riprap, Class A4 special (Base Bid)	SQ. YD	-2260	\$50.00	-\$113,000.00	\$30.00	-\$67,800.00	\$60.00	-\$135,600.00	\$50.87	-\$114,966.20	\$40.00	-\$90,400.00
4 Stone Riprap Toe CL A4 (Base Bid)	SQ. YD	-48	\$75.00	-\$3,600.00	\$36.00	-\$1,728.00	\$55.00	-\$2,640.00	\$81.31	-\$3,902.88	\$60.00	-\$2,880.00
5 Articulate Mat	SQ. YD	1994	\$76.50	\$152,541.00	\$120.00	\$239,280.00	\$185.00	\$368,890.00	\$82.70	\$164,903.80	\$91.75	\$182,949.50
Alternate Bid No. 002 Total				\$24,241.00		\$166,752.00		\$197,191.00		\$44,434.72		\$83,594.50
Total Bid				\$276,231.00		\$390,939.40		\$488,679.00		\$300,895.83		\$312,081.01

Attachment: Revised Bid Tabs (1258 : 14th Street Guardrail Bids recieved)

SECTION 00300

BID FORM

PROJECT IDENTIFICATION: 14th Street Guardrail and Ditch Rehabilitation

THIS BID IS SUBMITTED TO: City of Pekin
111 S. Capitol Street
Pekin, IL 61554

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
10-11-17	# 1
10-12-17	# 2
 - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.



October 11th, 2017

RE: City of Pekin
 14th Street Guardrail and Ditch Rehabilitation
 Pekin, Illinois
 Midwest Engineering Associates, Inc. Job Number 20170075

ADDENDUM NO. 001

This Addendum supplements and amends the original Drawings and Specifications and shall be taken into account in preparing proposals, and shall become a part of the Contract Documents. In case of conflict between the Drawings, Specifications and this Addendum, this Addendum will govern. Careful note of this Addendum shall be taken and all trades affected shall be fully advised for performance of the work.

Contract Documents

A. None.

Drawings

1. None.

The following are answers to questions and/or clarifications that have been submitted through October 10th, 2017:

- I. Q: Does the gabion basket steel need to be domestic origin? A: *Yes, all steel components for this project need to be Melted and Manufactured in the USA.*

A COMPLETE SET OF UPDATED (IF APPLICABLE) CONTRACT DOCUMENTS WILL BE ISSUED TO THE SUCCESSFUL BIDDER.

Sincerely,

Robert D. Culp, P.E., C.F.M.
 Sr. Project Manager



October 12th, 2017

RE: City of Pekin
 14th Street Guardrail and Ditch Rehabilitation
 Pekin, Illinois
 Midwest Engineering Associates, Inc. Job Number 20170075

ADDENDUM NO. 002

This Addendum supplements and amends the original Drawings and Specifications and shall be taken into account in preparing proposals, and shall become a part of the Contract Documents. In case of conflict between the Drawings, Specifications and this Addendum, this Addendum will govern. Careful note of this Addendum shall be taken and all trades affected shall be fully advised for performance of the work.

Contract Documents

A. None.

Drawings

1. None.

The following are answers to questions and/or clarifications that have been submitted through October 12th, 2017:

- I. Q: Is the articulated concrete mat supposed to be heavy duty or medium duty? A: *The articulated concrete mat should be medium duty.*
- II. Q: Are ground anchors required to be installed at all locations where articulated concrete mat medium duty is specified? A: *Yes, ground anchors should be installed at all locations where medium duty articulated concrete mat is installed.*

A COMPLETE SET OF UPDATED (IF APPLICABLE) CONTRACT DOCUMENTS WILL BE ISSUED TO THE SUCCESSFUL BIDDER.

Sincerely,

Robert D. Culp, P.E., C.F.M.
 Sr. Project Manager

- d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER agrees to perform all the BASE BID WORK described in the PLANS and CONTRACT DOCUMENTS for the following unit prices:

BASE BID: 14th STREET GUARDRAIL AND DITCH REHABILITATION

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	EARTHWORK, COMPLETE	L. SUM	1	<u>22,000.00</u>	<u>22,000.00</u>
2	SIDEWALK REMOVAL	SQ. FT.	2,500	<u>1.60</u>	<u>4,000.00</u>
3	PAVEMENT REMOVAL	SQ. YD.	12	<u>30.00</u>	<u>360.00</u>
4	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	50	<u>11.00</u>	<u>550.00</u>
5	SUBBASE GRANULAR MATERIAL	SQ. FT.	2,500	<u>1.00</u>	<u>2,500.00</u>
6	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	50	<u>55.00</u>	<u>2,750.00</u>
7	STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT	FOOT	1,542	<u>23.70</u>	<u>36,545.40</u>
8	STONE RIP RAP TOE, CLASS A4	SQ. YD.	48	<u>40.00</u>	<u>1,920.00</u>
9	STONE RIPRAP, CLASS A4, SPECIAL	SQ. YD.	2,260	<u>34.00</u>	<u>76,840.00</u>
10	STEEL RAILING, TYPE TP-1 EXTENSION	EACH	1	<u>5,625.00</u>	<u>5,625.00</u>
11	TRAFFIC BARRIER TERMINAL TYPE 5A, SPECIAL	EACH	1	<u>1,184.00</u>	<u>1,184.00</u>
12	TRAFFIC BARRIER TERMINAL, TYPE 10, SPECIAL	EACH	2	<u>781.00</u>	<u>1,562.00</u>
13	P.C.C. SIDEWALK, 4"	SQ. FT.	2,500	<u>6.60</u>	<u>16,500.00</u>
14	HOT-MIX ASPHALT PAVEMENT PATCH	SQ. YD.	12	<u>250.00</u>	<u>3,000.00</u>

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Attachment: 14th St. Guardrail ICCI Bid (1258 : 14th Street Guardrail Bids recieved)

15	CLEAN END SECTIONS	EACH	8	<u>540.00</u>	<u>4,320.00</u>
16	LANDSCAPING, COMPLETE	ACRE	0.07	<u>53,000.-</u>	<u>3,710.00</u>
17	LANDSCAPING DITCH, COMPLETE	ACRE	0.09	<u>70,000.-</u>	<u>6,300.00</u>
18	TRAFFIC CONTROL, COMPLETE	L. SUM	1	<u>12,521.-</u>	<u>12,521.00</u>
19	EROSION CONTROL, COMPLETE	L. SUM	1	<u>6,600.-</u>	<u>6,600.00</u>
20	CONSTRUCTION LAYOUT	L. SUM	1	<u>5,400.-</u>	<u>5,400.00</u>
21	MOBILIZATION	L. SUM	1	<u>10,000.-</u>	<u>10,000.00</u>

BASE BID: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

\$ 224,214.40 (DOLLARS AND CENTS)

Two hundred Twenty Four thousand Two hundred Fourteen Dollars and Forty Cents
Amount written in words, Dollars and Cents

ALTERNATE BID NO. 001: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

NO.	ITEM	UNIT	ESTIMATED QUANTITY	DEDUCT UNIT PRICE	ADD UNIT PRICE	TOTAL ESTIMATED
1	EARTHWORK, COMPLETE (BASE BID)	L. SUM	1	<u>20,000.00</u>	-----	<u>-20,000.00</u>
2	EARTHWORK, COMPLETE (ALT. BID #001)	L. SUM	1	-----	<u>17,000.00</u>	<u>17,000.00</u>
3	STONE RIPRAP, CLASS A4 SPECIAL (BASE BID)	SQ. YD.	-2,260	<u>30.00</u>	-----	<u>-67,800.00</u>
4	STONE RIP RAP TOE, CLASS A4 (BASE BID)	SQ. YD.	-48	<u>36.00</u>	-----	<u>-1,728.00</u>
5	STONE RIP RAP TOE, CLASS A4 (ALT. BID #001)	SQ. YD.	41	-----	<u>40.00</u>	<u>1,640.00</u>
6	GABIONS	CU. YD.	18	<u>300.00</u>	<u>320.00</u>	<u>5,760.00</u>
7	GABION MATS	SQ. YD.	1,130	<u>70.00</u>	<u>75.00</u>	<u>84,750.00</u>
8	LANDSCAPING DITCH, COMPLETE (BASE BID)	ACRE	-0.09	<u>50,000.00</u>	-----	<u>-4,500.00</u>
9	LANDSCAPING DITCH, COMPLETE (ALT. BID #001)	ACRE	0.18	-----	<u>65,000.00</u>	<u>11,700.00</u>

ALTERNATE BID NO.001: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

\$ 26,822.00 (DOLLARS AND CENTS)

Twenty Six thousand Eight hundred Twenty Two Dollars

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Attachment: 14th St. Guardrail ICCI Bid (1258 : 14th Street Guardrail Bids recieved)

Amount written in words, Dollars and Cents

ALTERNATE BID NO. 002: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

NO.	ITEM	UNIT	ESTIMATED QUANTITY	DEDUCT UNIT PRICE	ADD UNIT PRICE	TOTAL ESTIMATED
1	EARTHWORK, COMPLETE (BASE BID)	L. SUM	1	<u>20,000.00</u>	-----	<u>-20,000.00</u>
2	EARTHWORK, COMPLETE (ALT. BID #002)	L. SUM	1	-----	<u>17,000.00</u>	<u>17,000.00</u>
3	STONE RIPRAP, CLASS A4 SPECIAL (BASE BID)	SQ. YD.	-2,260	<u>30.00</u>	-----	<u>-67,800.00</u>
4	STONE RIP RAP TOE, CLASS A4 (BASE BID)	SQ. YD.	-48	<u>36.00</u>	-----	<u>-1,728.00</u>
5	ARTICULATED MAT	SQ. YD.	1,994	<u>110.00</u>	<u>120.00</u>	<u>239,280.00</u>

ALTERNATE BID NO.002: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

\$ 166,752.00 (DOLLARS AND CENTS)

ONE hundred Sixty Six thousand Seven hundred Fifty Two DOLLARS
Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

The unit prices submitted by the Contractor for the Base Bid(s) shall be the unit price for any added quantities and/or deducted quantities. The quantities that may be added may range from a minimum of one (1) to an unknown maximum amount. The quantities that may be deducted may range from a minimum of one (1) to the quantity in the Bid and Agreement. A different unit price for added and deducted quantities may be negotiated and utilized if agree upon in writing by both the Engineer and the Contractor. If a different unit price for added and deducted quantities is not agreed upon in writing by both the Engineer and the Contractor, then the unit prices submitted by the Contractor for the Base Bid shall be used.

4. All Work with respect to Earthwork, Permanent Counter Erosion Control Measures (Rip Rap, Gabions, Articulated Mat) and Landscaping shall be substantially completed on or before November 30th, 2017.

All Work with respect to the Guardrail, Concrete Sidewalk, Miscellaneous Items, and Site Cleanup shall be substantially completed on or before December 15th, 2017.

5. The Following documents are attached to and made a condition of this Bid:
 - a) Required Bid Security in the form of a 5% Bid Bond.

6. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

A Corporation:

By Illinois Civil Contractors, Inc.
 (Corporation Name)

Illinois
 (State of Incorporation)

By MM 1st
 (Name of Person Authorized to Sign)

President
 (Title)

(Corporate Seal)

Attest Jeff Forest
 (Secretary)

Business address: 420 Pinecrest Drive
East Peoria, IL 61611

Phone No.: 309-694-4224

A Joint Venture:

By _____
 (Name)

 (Address)

By _____
 (Name)

 (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).



Illinois Department of Transportation

Apprenticeship or Training Program Certification

Return with Bid

Route
County
Local Agency
Section

Various
Tazewell
City of Pekin

All contractors are required to complete the following certification:

- ☒ For this contract proposal or for all groups in this deliver and install proposal.
- ☐ For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Attachment: 14th St. Guardrail ICCI Bid (1258 : 14th Street Guardrail Bids recieved)

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require the certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Illinois Civil Contractors, Inc.

By:



(Signature)

Address:

420 Pinecrest Drive
East Peoria, IL 61611

Title:

President

Attachment: 14th St. Guardrail ICCI Bid (1258 : 14th Street Guardrail Bids received)

RETURN WITH BID



**Illinois Department
of Transportation**

Affidavit of Illinois Business Office

County Tazewell
Local Public Agency City of Pekin
Section Number _____
Route 14th Street

State of Illinois)
County of Tazewell) ss.

I, Michael L. Fehr of East Peoria, Illinois,
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the President of Illinois Civil Contractors, Inc.
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Illinois Civil Contractors, Inc., will maintain a
(bidder)
business office in the State of Illinois which will be located in Tazewell County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Michael L. Fehr
(Signature)
Michael L. Fehr
(Print Name of Affiant)

This instrument was acknowledged before me on 13th day of October, 2017.

(SEAL)



Mary K. Lindner
(Signature of Notary Public)

Printed 9/28/2017

BLR 12326 (01/08/14)

BID BOND

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

BIDDER (Name and Address):

Illinois Civil Contractors Inc
420 Pinecrest Drive
East Peoria, IL 61611

SURETY (Name and Address of Principal Place of Business):

West Bend Mutual Insurance Company
1900 South 18th St. PO Box 1995
West Bend, WI 53095

OWNER (Name and Address):

City of Pekin
111 S. Capitol Street
Pekin, IL 61554

BID

Bid Due Date: October 13, 2017

Description (Project Name and Include Location): 14th Street Guardrail and Ditch Rehabilitation

BOND

Bond Number:

Date (Not earlier than Bid due date): October 13, 2017

Penal sum Five Percent of Amount Bid \$
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Illinois Civil Contractors Inc

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

SURETY

West Bend Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Blake E Allison

Attorney-in-Fact

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

DAMAGES FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

State of Illinois

} ss:
County of Macon

On 13th day of October , 2017 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Ronald A. Koopman**

known to me to be Attorney-in-Fact of **West Bend Mutual Insurance Company**
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

Stacy R. Standley

(Notary Public)



Attachment: 14th St. Guardrail ICCI Bid (1258 : 14th Street Guardrail Bids recieved)



2368163

Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

RONALD A KOOPMAN

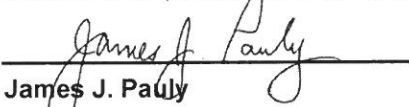
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

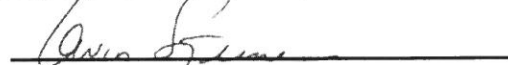
Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

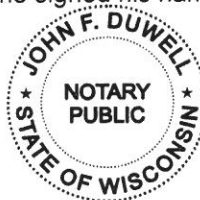

James J. Pauly
Secretary

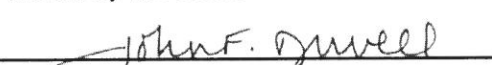



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

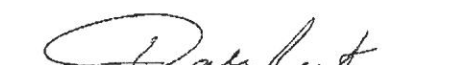



John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 13 day of October, 2017




Dale J. Kent
Executive Vice President -
Chief Financial Officer

**P.A. Atherton
Construction, Inc.**
96 Eichhorn Road
Spring Bay, IL 61611

CONTRACT DOCUMENTS

FOR

**14th STREET GUARDRAIL AND DITCH REHABILITATION
PEKIN, ILLINOIS**

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

Midwest Engineering Associates, Inc.
140 E. Washington Street
East Peoria, Illinois 61611
309.222-8600
309.689-8092 – Fax

September 2017

Project No. 20170075

Attachment: 14th St. Guardrail PA Atherton Bid (1258 : 14th Street Guardrail Bids recieved)

SECTION 00300

BID FORM

PROJECT IDENTIFICATION: 14th Street Guardrail and Ditch Rehabilitation

THIS BID IS SUBMITTED TO: City of Pekin
111 S. Capitol Street
Pekin, IL 61554

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	10/11/17	Number	# 1
	10/12/17		# 2
 - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.

- d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER agrees to perform all the BASE BID WORK described in the PLANS and CONTRACT DOCUMENTS for the following unit prices:

BASE BID: 14th STREET GUARDRAIL AND DITCH REHABILITATION

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	EARTHWORK, COMPLETE	L. SUM	1	<u>58,254.00</u>	<u>58,254.00</u>
2	SIDEWALK REMOVAL	SQ. FT.	2,500	<u>2.50</u>	<u>6,250.00</u>
3	PAVEMENT REMOVAL	SQ. YD.	12	<u>25.00</u>	<u>300.00</u>
4	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	50	<u>15.00</u>	<u>750.00</u>
5	SUBBASE GRANULAR MATERIAL	SQ. FT.	2,500	<u>1.50</u>	<u>3,750.00</u>
6	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	50	<u>55.00</u>	<u>2,750.00</u>
7	STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT	FOOT	1,542	<u>22.00</u>	<u>33,924.00</u>
8	STONE RIP RAP TOE, CLASS A4	SQ. YD.	48	<u>60.00</u>	<u>2,880.00</u>
9	STONE RIPRAP, CLASS A4, SPECIAL	SQ. YD.	2,260	<u>55.00</u>	<u>124,300.00</u>
10	STEEL RAILING, TYPE TP-1 EXTENSION	EACH	1	<u>5,250.00</u>	<u>5,250.00</u>
11	TRAFFIC BARRIER TERMINAL TYPE 5A, SPECIAL	EACH	1	<u>1,100.00</u>	<u>1,100.00</u>
12	TRAFFIC BARRIER TERMINAL, TYPE 10, SPECIAL	EACH	2	<u>725.00</u>	<u>1,450.00</u>
13	P.C.C. SIDEWALK, 4"	SQ. FT.	2,500	<u>9.50</u>	<u>23,750.00</u>
14	HOT-MIX ASPHALT PAVEMENT PATCH	SQ. YD.	12	<u>40.00</u>	<u>480.00</u>

00300 - 2

Attachment: 14th St. Guardrail PA Atherton Bid (1258 : 14th Street Guardrail Bids recieved)

15	CLEAN END SECTIONS	EACH	8	<u>750.00</u>	<u>6,000.00</u>
16	LANDSCAPING, COMPLETE	ACRE	0.07	<u>20,000.00</u>	<u>1,400.00</u>
17	LANDSCAPING DITCH, COMPLETE	ACRE	0.09	<u>20,000.00</u>	<u>1,800.00</u>
18	TRAFFIC CONTROL, COMPLETE	L. SUM	1	<u>10,000.00</u>	<u>10,000.00</u>
19	EROSION CONTROL, COMPLETE	L. SUM	1	<u>1,500.00</u>	<u>1,500.00</u>
20	CONSTRUCTION LAYOUT	L. SUM	1	<u>3,100.00</u>	<u>3,100.00</u>
21	MOBILIZATION	L. SUM	1	<u>2,500.00</u>	<u>2,500.00</u>

BASE BID: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

\$ 291,488.00 (DOLLARS AND CENTS)

TWO HUNDRED NINETY-ONE THOUSAND FOUR HUNDRED EIGHTY-EIGHT DOLLARS

Amount written in words, Dollars and Cents

ALTERNATE BID NO. 001: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

NO.	ITEM	UNIT	ESTIMATED QUANTITY	DEDUCT UNIT PRICE	ADD UNIT PRICE	TOTAL ESTIMATED
1	EARTHWORK, COMPLETE (BASE BID)	L. SUM	1	<u>58,254.00</u>	-----	<u>(58,254.00)</u>
2	EARTHWORK, COMPLETE (ALT. BID #001)	L. SUM	1	-----	<u>29,070.00</u>	<u>29,070.00</u>
3	STONE RIPRAP, CLASS A4 SPECIAL (BASE BID)	SQ. YD.	-2,260	<u>60.00</u>	-----	<u>(2,880.00)</u>
4	STONE RIP RAP TOE, CLASS A4 (BASE BID)	SQ. YD.	-48	<u>55.00</u>	-----	<u>(124,300.00)</u>
5	STONE RIP RAP TOE, CLASS A4 (ALT. BID #001)	SQ. YD.	41	-----	<u>60.00</u>	<u>2,460.00</u>
6	GABIONS	CU. YD.	18	---	<u>1,000.00</u>	<u>18,000.00</u>
7	GABION MATS	SQ. YD.	1,130	---	<u>125.00</u>	<u>141,250.00</u>
8	LANDSCAPING DITCH, COMPLETE (BASE BID)	ACRE	-0.09	<u>20,000.00</u>	-----	<u>(1,800.00)</u>
9	LANDSCAPING DITCH, COMPLETE (ALT. BID #001)	ACRE	0.18	-----	<u>20,000.00</u>	<u>3,600.00</u>

ALTERNATE BID NO.001: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

\$ 7,146.00 ADD TO BASE BID (DOLLARS AND CENTS)

SEVEN THOUSAND ONE HUNDRED FORTY-SIX DOLLARS

00300 - 3

Attachment: 14th St. Guardrail PA Atherton Bid (1258 : 14th Street Guardrail Bids recieved)

Amount written in words, Dollars and Cents

ALTERNATE BID NO. 002: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

NO.	ITEM	UNIT	ESTIMATED QUANTITY	DEDUCT UNIT PRICE	ADD UNIT PRICE	TOTAL ESTIMATED
1	EARTHWORK, COMPLETE (BASE BID)	L. SUM	1	<u>58,254.00</u>	-----	<u>(58,254.00)</u>
2	EARTHWORK, COMPLETE (ALT. BID #002)	L. SUM	1	-----	<u>24,795.00</u>	<u>24,795.00</u>
3	STONE RIPRAP, CLASS A4 SPECIAL (BASE BID)	SQ. YD.	-2,260	<u>60.00</u>	-----	<u>(2,880.00)</u>
4	STONE RIP RAP TOE, CLASS A4 (BASE BID)	SQ. YD.	-48	<u>55.00</u>	-----	<u>(124,300.00)</u>
5	ARTICULATED MAT	SQ. YD.	1,994	-----	<u>185.00</u>	<u>368,890.00</u>

ALTERNATE BID NO.002: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

\$ 208,251.00 ADD TO BASE BID (DOLLARS AND CENTS)

TWO HUNDRED EIGHT THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS

Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

The unit prices submitted by the Contractor for the Base Bid(s) shall be the unit price for any added quantities and/or deducted quantities. The quantities that may be added may range from a minimum of one (1) to an unknown maximum amount. The quantities that may be deducted may range from a minimum of one (1) to the quantity in the Bid and Agreement. A different unit price for added and deducted quantities may be negotiated and utilized if agree upon in writing by both the Engineer and the Contractor. If a different unit price for added and deducted quantities is not agreed upon in writing by both the Engineer and the Contractor, then the unit prices submitted by the Contractor for the Base Bid shall be used.

4. All Work with respect to Earthwork, Permanent Counter Erosion Control Measures (Rip Rap, Gabions, Articulated Mat) and Landscaping shall be substantially completed on or before November 30th, 2017.

All Work with respect to the Guardrail, Concrete Sidewalk, Miscellaneous Items, and Site Cleanup shall be substantially completed on or before December 15th, 2017.

5. The Following documents are attached to and made a condition of this Bid:
 - a) Required Bid Security in the form of a 5% Bid Bond.

6. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

P.A. Atherton Construction, Inc.
 96 Eichhorn Rd.
 Spring Bay, IL 61611
 Phone: 309-822-8575 ~ Fax: 309-822-8782



SCHEDULE OF PRICES

Date	Bid #
10/13/2017	17-5310

14th Street Guardrail & Ditch Rehab Pekin, IL

	Item	Unit	Quantity	Unit Price	Total
1	Earthwork, Complete (1,022 cy @ \$57.00)	L SUM	1.00	\$ 58,254.00	\$ 58,254.00
2	Sidewalk Removal	SQ FT	2,500.00	\$ 2.50	\$ 6,250.00
3	Pavement Removal	SQ YD	12.00	\$ 25.00	\$ 300.00
4	Combination Concrete Curb & Gutter Removal	FOOT	50.00	\$ 15.00	\$ 750.00
5	Subbase Granular Material	SQ FT	2,500.00	\$ 1.50	\$ 3,750.00
6	Combination Concrete Curb & Gutter, Type B-6.24	FOOT	50.00	\$ 55.00	\$ 2,750.00
7	Steel Plate Beam Guardrail, Type A, 9 Foot	FOOT	1,542.00	\$ 22.00	\$ 33,924.00
8	Stone RipRap Toe, Class A4 or B4	SQ YD	48.00	\$ 60.00	\$ 2,880.00
9	Stone RipRap, Class A4 or B4, Special	SQ YD	2,260.00	\$ 55.00	\$ 124,300.00
10	Steel Railing, Type TP-1 Extension	EACH	1.00	\$ 5,250.00	\$ 5,250.00
11	Traffic Barrier Terminal, Type 5A, Special	EACH	1.00	\$ 1,100.00	\$ 1,100.00
12	Traffic Barrier Terminal, Type 10, Special	EACH	2.00	\$ 725.00	\$ 1,450.00
13	P.C.C. Sidewalk, 4"	SQ FT	2,500.00	\$ 9.50	\$ 23,750.00
14	HMA Pavement Patch	SQ YD	12.00	\$ 40.00	\$ 480.00
15	Clean End Sections	EACH	8.00	\$ 750.00	\$ 6,000.00
16	Landscaping, Complete	ACRE	0.07	\$ 20,000.00	\$ 1,400.00
17	Landscaping Ditch, Complete	ACRE	0.09	\$ 20,000.00	\$ 1,800.00
18	Traffic Control, Complete	L SUM	1.00	\$ 10,000.00	\$ 10,000.00
19	Erosion Control, Complete	L SUM	1.00	\$ 1,500.00	\$ 1,500.00
20	Construction Layout	L SUM	1.00	\$ 3,100.00	\$ 3,100.00
21	Mobilization	L SUM	1.00	\$ 2,500.00	\$ 2,500.00
Total Proposal					\$ 291,488.00

	ALTERNATE 001	Unit	Quantity	Unit Price	Total
1	Earthwork, Complete (1,022 cy @ \$57.00) -base	L SUM	-1.00	\$ 58,254.00	\$ (58,254.00)
2	Earthwork, Complete (510 cy @ \$57.00) - alt	L SUM	1.00	\$ 29,070.00	\$ 29,070.00
3	Stone RipRap Toe, Class A4 or B4 - base	SQ YD	-48.00	\$ 60.00	\$ (2,880.00)
4	Stone RipRap, Class A4 or B4, Special - base	SQ YD	-2,260.00	\$ 55.00	\$ (124,300.00)
5	Stone RipRap Toe, Class A4 or B4 - alt	SQ YD	41.00	\$ 60.00	\$ 2,460.00
6	Gabions	CU YD	18.00	\$ 1,000.00	\$ 18,000.00
7	Gabion Mats	SQ YD	1,130.00	\$ 125.00	\$ 141,250.00
8	Landscaping Ditch, Complete - base	ACRE	-0.09	\$ 20,000.00	\$ (1,800.00)
9	Landscaping Ditch, Complete - alt	ACRE	0.18	\$ 20,000.00	\$ 3,600.00
Total Proposal					\$ 7,146.00

	ALTERNATE 002	Unit	Quantity	Unit Price	Total
1	Earthwork, Complete (1,022 cy @ \$57.00) -base	L SUM	-1.00	\$ 58,254.00	\$ (58,254.00)
2	Earthwork, Complete (435 cy @ \$57.00) - alt	L SUM	1.00	\$ 24,795.00	\$ 24,795.00
3	Stone RipRap Toe, Class A4 or B4 - base	SQ YD	-48.00	\$ 60.00	\$ (2,880.00)
4	Stone RipRap, Class A4 or B4, Special - base	SQ YD	-2,260.00	\$ 55.00	\$ (124,300.00)
5	Articulated Mat	SQ YD	1,994.00	\$ 185.00	\$ 368,890.00
Total Proposal					\$ 208,251.00

Attachment: 14th St. Guardrail PA Atherton Bid (1258 : 14th Street Guardrail Bids recieved)

If BIDDER is:

An Individual:

By _____ (SEAL)

doing business as _____

Business address: _____

Phone No: _____

A Partnership:

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

Attachment: 14th St. Guardrail PA Atherton Bid (1258 : 14th Street Guardrail Bids recieved)

A Corporation:

By P.A. ATHERTON CONSTRUCTION, INC.
(Corporation Name)

ILLINOIS
(State of Incorporation)

By Patricia A. Atherton
(Name of Person Authorized to Sign)

PATRICIA A. ATHERTON / PRESIDENT
(Title)

(Corporate Seal)

Attest Addison L. Schuster
(Secretary)

Business address: 96 EICHHORN ROAD
SPRING BAY, IL 61611

Phone No.: (309) 822-8575

A Joint Venture:

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

CONTRACT DOCUMENTS
FOR
**14th STREET GUARDRAIL AND DITCH REHABILITATION
PEKIN, ILLINOIS**

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

Midwest Engineering Associates, Inc.
140 E. Washington Street
East Peoria, Illinois 61611
309.222-8600
309.689-8092 – Fax

September 2017

Project No. 20170075

Attachment: 14th St. Guardrail Stark Bid (1258 : 14th Street Guardrail Bids recieved)

SECTION 00300

BID FORM

PROJECT IDENTIFICATION: 14th Street Guardrail and Ditch Rehabilitation

THIS BID IS SUBMITTED TO: City of Pekin
111 S. Capitol Street
Pekin, IL 61554

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
Oct 11 th , 2017	1
Oct 12 th , 2017	2
 - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.

- d) BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BIDDER agrees to perform all the BASE BID WORK described in the PLANS and CONTRACT DOCUMENTS for the following unit prices:

BASE BID: 14th STREET GUARDRAIL AND DITCH REHABILITATION

NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	EARTHWORK, COMPLETE	L. SUM	1	<u>22,815.00</u>	<u>22,815.00</u>
2	SIDEWALK REMOVAL	SQ. FT.	2,500	<u>2.35</u>	<u>5,875.00</u>
3	PAVEMENT REMOVAL	SQ. YD.	12	<u>90.00</u>	<u>1,080.00</u>
4	COMBINATION CONCRETE CURB AND GUTTER REMOVAL	FOOT	50	<u>13.00</u>	<u>650.00</u>
5	SUBBASE GRANULAR MATERIAL	SQ. FT.	2,500	<u>2.65</u>	<u>6,625.00</u>
6	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	50	<u>42.65</u>	<u>2,132.50</u>
7	STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT	FOOT	1,542	<u>22.00</u>	<u>33,924.00</u>
8	STONE RIP RAP TOE, CLASS A4	SQ. YD.	48	<u>60.00</u>	<u>2,880.00</u>
9	STONE RIPRAP, CLASS A4, SPECIAL	SQ. YD.	2,260	<u>40.00</u>	<u>90,400.00</u>
10	STEEL RAILING, TYPE TP-1 EXTENSION	EACH	1	<u>5,250.00</u>	<u>5,250.00</u>
11	TRAFFIC BARRIER TERMINAL TYPE 5A, SPECIAL	EACH	1	<u>1,100.00</u>	<u>1,100.00</u>
12	TRAFFIC BARRIER TERMINAL, TYPE 10, SPECIAL	EACH	2	<u>725.00</u>	<u>1,450.00</u>
13	P.C.C. SIDEWALK, 4"	SQ. FT.	2,500	<u>6.55</u>	<u>16,375.00</u>
14	HOT-MIX ASPHALT PAVEMENT PATCH	SQ. YD.	12	<u>210.00</u>	<u>2,520.00</u>

15	CLEAN END SECTIONS	EACH	8	<u>425.00</u>	<u>3,400.00</u>
16	LANDSCAPING, COMPLETE	ACRE	0.07	<u>45,000.00</u>	<u>3,150.00</u>
17	LANDSCAPING DITCH, COMPLETE	ACRE	0.09	<u>70,000.00</u>	<u>6,300.00</u>
18	TRAFFIC CONTROL, COMPLETE	L. SUM	1	<u>3,000.00</u>	<u>3,000.00</u>
19	EROSION CONTROL, COMPLETE	L. SUM	1	<u>4,500.00</u>	<u>4,500.00</u>
20	CONSTRUCTION LAYOUT	L. SUM	1	<u>0.01</u>	<u>0.01</u>
21	MOBILIZATION	L. SUM	1	<u>15,000.00</u>	<u>15,000.00</u>

BASE BID: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

\$ 228,486.51

(DOLLARS AND CENTS)

Two hundred twenty eight thousand four hundred eighty six and 51 cents
Amount written in words, Dollars and Cents

ALTERNATE BID NO. 001: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

NO.	ITEM	UNIT	ESTIMATED QUANTITY	DEDUCT UNIT PRICE	ADD UNIT PRICE	TOTAL ESTIMATED
1	EARTHWORK, COMPLETE (BASE BID)	L. SUM	1	<u>(22,815.00)</u>	-----	<u>(22,815.00)</u>
2	EARTHWORK, COMPLETE (ALT. BID #001)	L. SUM	1	-----	<u>14,500.00</u>	<u>14,500.00</u>
3	STONE RIPRAP, CLASS A4 SPECIAL (BASE BID)	SQ. YD.	-2,260	<u>40.00</u>	-----	<u>(90,400.00)</u>
4	STONE RIP RAP TOE, CLASS A4 (BASE BID)	SQ. YD.	-48	<u>60.00</u>	-----	<u>(2,880.00)</u>
5	STONE RIP RAP TOE, CLASS A4 (ALT. BID #001)	SQ. YD.	41	-----	<u>85.00</u>	<u>3,485.00</u>
6	GABIONS	CU. YD.	18	-----	<u>270.00</u>	<u>4,860.00</u>
7	GABION MATS	SQ. YD.	1,130	-----	<u>85.00</u>	<u>96,050.00</u>
8	LANDSCAPING DITCH, COMPLETE (BASE BID)	ACRE	-0.09	<u>70,000.00</u>	-----	<u>(6,300.00)</u>
9	LANDSCAPING DITCH, COMPLETE (ALT. BID #001)	ACRE	0.18	-----	<u>41,000.00</u>	<u>7,380.00</u>

ALTERNATE BID NO.001: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

\$ 3,820.00

(DOLLARS AND CENTS)

Three thousand and eight hundred twenty dollars

00300 - 3

Attachment: 14th St. Guardrail Stark Bid (1258 : 14th Street Guardrail Bids recieved)

Amount written in words, Dollars and Cents

ALTERNATE BID NO. 002: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

NO.	ITEM	UNIT	ESTIMATED QUANTITY	DEDUCT UNIT PRICE	ADD UNIT PRICE	TOTAL ESTIMATE
1	EARTHWORK, COMPLETE (BASE BID)	L. SUM	1	(22,875.00)	-----	(22,875.00)
2	EARTHWORK, COMPLETE (ALT. BID #002)	L. SUM	1	-----	16,800.00	16,800.00
3	STONE RIPRAP, CLASS A4 SPECIAL (BASE BID)	SQ. YD.	-2,260	40.00	-----	(90,400.00)
4	STONE RIP RAP TOE, CLASS A4 (BASE BID)	SQ. YD.	-48	60.00	-----	(2,880.00)
5	ARTICULATED MAT	SQ. YD.	1,994	-----	91.75	182,949.00

ALTERNATE BID NO.002: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

\$ 83,594.50 (DOLLARS AND CENTS)
Eighty Three Thousand and five hundred ninety four dollars and fifty cents.
 Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

The unit prices submitted by the Contractor for the Base Bid(s) shall be the unit price for any added quantities and/or deducted quantities. The quantities that may be added may range from a minimum of one (1) to an unknown maximum amount. The quantities that may be deducted may range from a minimum of one (1) to the quantity in the Bid and Agreement. A different unit price for added and deducted quantities may be negotiated and utilized if agree upon in writing by both the Engineer and the Contractor. If a different unit price for added and deducted quantities is not agreed upon in writing by both the Engineer and the Contractor, then the unit prices submitted by the Contractor for the Base Bid shall be used.

4. All Work with respect to Earthwork, Permanent Counter Erosion Control Measures (Rip Rap, Gabions, Articulated Mat) and Landscaping shall be substantially completed on or before November 30th, 2017.

All Work with respect to the Guardrail, Concrete Sidewalk, Miscellaneous Items, and Site Cleanup shall be substantially completed on or before December 15th, 2017.

5. The Following documents are attached to and made a condition of this Bid:
 - a) Required Bid Security in the form of a 5% Bid Bond.

6. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

If BIDDER is:

An Individual:

By _____ (SEAL)

doing business as _____

Business address: _____

Phone No: _____

A Partnership:

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

Attachment: 14th St. Guardrail Stark Bid (1258 : 14th Street Guardrail Bids recieved)

A Corporation:

By Stark Excavating, Inc.
 (Corporation Name)

Illinois
 (State of Incorporation)

By  David K. Stark, Jr.
 (Name of Person Authorized to Sign)

Vice President
 (Title)

(Corporate Seal)

Attest  Ila J. Slagell
 (Secretary)

Business address: 1805 W. Washington St.
Bloomington, IL 61701

Phone No.: 309-828-5034

A Joint Venture:

By _____
 (Name)

 (Address)

By _____
 (Name)

 (Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

BID BOND

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

BIDDER (Name and Address):

Stark Excavating, Inc.
1805 W. Washington Street
Bloomington, IL 61701

SURETY (Name and Address of Principal Place of Business):

Berkley Insurance Company
412 Mt. Kemble Ave. Suite 310N
Morristown, NJ 07960

OWNER (Name and Address):

City of Pekin
111 South Capital Street
Pekin, IL 61554

BID

Bid Due Date: October 13, 2017

Description (Project Name and Include Location):

14th Street Guardrail & Ditch Rehab

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): October 13, 2017

Penal sum Five Percent of Base Bid

(Words)

\$ 5% Base Bid

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Stark Excavating, Inc

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

David K. Stark, Jr.

Print Name

Vice-President

Title

Attest:

Signature Ila J. Slagell

Secretary

Title

SURETY

Berkley Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature/Attach Power of Attorney

Lucas J. Sherman

Print Name

Attorney-in Fact

Title

Attest:

See Attached Jrat

Signature

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

DAMAGES FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
- 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2 All Bids are rejected by Owner, or
- 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Lucas J. Sherman; Amanda McGuire; Amy Dicks; Donna Siddens; or Emily Troy of R.W. Troxell & Company of Champaign, IL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23 day of September, 2016.

Attest:

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 23 day of September, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey
Notary Public, State of Connecticut

KATHLEEN COREY
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES OCTOBER 31, 2017

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 13th day of October, 2017.

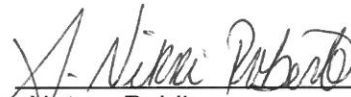
(Seal)

Vincent P. Forte
Vincent P. Forte

STATE OF: Illinois

COUNTY OF: Champaign

On this 13th day of October, 2017 personally appeared before me A. Nikki Roberts, who being duly sworn did depose and say that Lucas J. Sherman is the attorney-in-fact of the **Berkley Insurance Company**, Wilmington, Delaware that the seal affixed to the attached instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and the said A. Nikki Roberts acknowledged that Lucas J. Sherman executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.



Notary Public



Attachment: 14th St. Guardrail Stark Bid (1258 : 14th Street Guardrail Bids recieved)



Illinois Department of Transportation

Apprenticeship or Training Program Certification

Return with Bid

Route	<u>Various</u>
County	<u>Tazewell</u>
Local Agency	<u>City of Pekin</u>
Section	<u></u>

All contractors are required to complete the following certification:

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractor submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

See ATTACHED

Attachment: 14th St. Guardrail Stark Bid (1258 : 14th Street Guardrail Bids received)

- IV. Except for any work identified above, any bidder or subcontractor that shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforce and positions of ownership. ☐

See ATTACHED

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete record and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or after award may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Stark Excavating, Inc.

By: 
(Signature)

Address: 1805 W. Washington St.
Bloomington, IL 61701

Title: Vice President

Attachment: 14th St. Guardrail Stark Bid (1258 : 14th Street Guardrail Bids received)



PEORIA County

K. Apprenticeship and Training Certification

1. Operators:
International Union of Operating Engineers, Local 649
2. Laborers:
Laborers International Local 165
3. Carpenters:
United Brotherhood of Carpenters & Joiners of America, Local 183
4. Ironworkers
International Assn of Bridge, Structural & Ornamental Iron Workers, Local 112
5. Finishers:
Operative Plasterers & Cement Mason Local 18 Area 12
6. Plumbers:
Plumbers and Pipefitters Local No. 99

RETURN WITH BID



**Illinois Department
of Transportation**

Affidavit of Illinois Business Offi

County Tazewell
Local Public Agency City of Pekin
Section Number _____
Route 14th Street

State of Illinois)
) ss.
County of McLean)

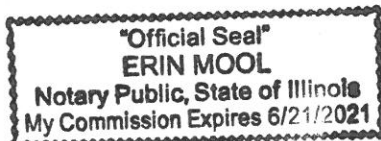
I, David K. Stark, Jr. of Bloomington, Illinois
(Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the Vice President of Stark Excavating, Inc.
officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Stark Excavating, Inc., will maintain a
(bidder)
business office in the State of Illinois which will be located in McLean County, Illinois
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

(Signature)
David K. Stark, Jr. - Vice President
(Print Name of Affiant)

This instrument was acknowledged before me on 13th day of October, 2017.



(SEAL)

(Signature of Notary Public)



Evidence of Authority to Sign

"I, David K. Stark, certify that I am the President of Stark Excavating, Inc. named as Contractor hereinabove; that David K. Stark, Jr., who signed the foregoing Agreement on behalf of the Contractor was then Vice President of said Corporation; the said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers."

 President

 Secretary

Attachment: 14th St. Guardrail Stark Bid (1258 : 14th Street Guardrail Bids recieved)



October 11th, 2017

RE: City of Pekin
14th Street Guardrail and Ditch Rehabilitation
Pekin, Illinois
Midwest Engineering Associates, Inc. Job Number 20170075

ADDENDUM NO. 001

This Addendum supplements and amends the original Drawings and Specifications and shall be taken into account in preparing proposals, and shall become a part of the Contract Documents. In case of conflict between the Drawings, Specifications and this Addendum, this Addendum will govern. Careful note of this Addendum shall be taken and all trades affected shall be fully advised for performance of the work.

Contract Documents

A. None.

Drawings

1. None.

The following are answers to questions and/or clarifications that have been submitted through October 10th, 2017:

1. Q: Does the gabion basket steel need to be domestic origin? A: *Yes, all steel components for this project need to be Melted and Manufactured in the USA.*

A COMPLETE SET OF UPDATED (IF APPLICABLE) CONTRACT DOCUMENTS WILL BE ISSUED TO THE SUCCESSFUL BIDDER.

Sincerely,

Robert D. Culp, P.E., C.F.M.
Sr. Project Manager



October 12th, 2017

RE: City of Pekin
 14th Street Guardrail and Ditch Rehabilitation
 Pekin, Illinois
 Midwest Engineering Associates, Inc. Job Number 20170075

ADDENDUM NO. 002

This Addendum supplements and amends the original Drawings and Specifications and shall be taken into account in preparing proposals, and shall become a part of the Contract Documents. In case of conflict between the Drawings, Specifications and this Addendum, this Addendum will govern. Careful note of this Addendum shall be taken and all trades affected shall be fully advised for performance of the work.

Contract Documents

A. None.

Drawings

1. None.

The following are answers to questions and/or clarifications that have been submitted through October 12th, 2017:

- I. Q: Is the articulated concrete mat supposed to be heavy duty or medium duty? A: *The articulated concrete mat should be medium duty.*
- II. Q: Are ground anchors required to be installed at all locations where articulated concrete mat medium duty is specified? A: *Yes, ground anchors should be installed at all locations where medium duty articulated concrete mat is installed.*

A COMPLETE SET OF UPDATED (IF APPLICABLE) CONTRACT DOCUMENTS WILL BE ISSUED TO THE SUCCESSFUL BIDDER.

Sincerely,

Robert D. Culp, P.E., C.F.M.
 Sr. Project Manager

SECTION 00300

BID FORM

PROJECT IDENTIFICATION: 14th Street Guardrail and Ditch Rehabilitation

THIS BID IS SUBMITTED TO: City of Pekin
111 S. Capitol Street
Pekin, IL 61554

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date 10/11/17 Number 1
 - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.



OTTO BAUM COMPANY, INC.

C O N T R A C T O R S

MASONRY ■ CONCRETE ■ EARTHWORK ■ SITE/CIVIL ■ RESTORAT

6.9.e

www.ottobaum.com

309-266-7114 ■ Fax 309-263-1010
866 N. Main St. ■ Box 101 ■ Morton, IL 61550

Contact: Mitch Green
309-678-0232
mitchgreen@ottobaum.com

Job Name: 14th Street Guardrail And Ditch
Rehabilitation

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	BASE BID: 14TH ST GUARDRAIL AND DITCH REHAB				
1	EARTHWORK COMPLETE	1.00	LS	22,268.74	22,268.74
2	SIDEWALK REMOVAL	2,500.00	SF	1.68	4,200.00
3	PAVEMENT REMOVAL	12.00	SY	62.16	745.92
4	COMBINATION CONCRETE CURB & GUTTER REMOVAL	50.00	FT	13.23	661.50
5	SUBBASE GRANULAR MATERIAL	2,500.00	SF	1.34	3,350.00
6	COMBINATION CONCRETE CURB & GUTTER TY B6.24	50.00	FT	52.08	2,604.00
7	STEEL PLATE BEAM GUARDRAIL TY A 9 FT	1,542.00	FT	24.44	37,686.48
8	STONE RIP RAP TOE CLASS A4	48.00	SY	81.31	3,902.88
9	STONE RIP RAP CLASS A4 SPECIAL	2,260.00	SY	50.87	114,966.20
10	STEEL RAILING TY TP-1 EXTENSION	1.00	EA	5,833.33	5,833.33
11	TRAFFIC BARRIER TERMINAL TYPE 5A SPECIAL	1.00	EA	1,222.22	1,222.22
12	TRAFFIC BARRIER TERMINAL TYPE 10 SPECIAL	2.00	EA	805.56	1,611.12
13	PCC SIDEWALK 4"	2,500.00	SF	6.76	16,900.00
14	HOT-MIX ASPHALT PAVEMENT PATCH	12.00	SY	186.10	2,233.20
15	CLEAN END SECTIONS	8.00	EA	583.68	4,669.44
16	LANDSCAPING COMPLETE	0.07	ACRE	71,428.57	5,000.00
17	LANDSCAPING DITCH COMPLETE	0.09	ACRE	131,333.33	11,820.00
18	TRAFFIC CONTROL COMPLETE	1.00	LS	4,422.22	4,422.22
19	EROSION CONTROL COMPLETE	1.00	LS	3,473.74	3,473.74
20	CONSTRUCTION LAYOUT	1.00	LS	3,377.78	3,377.78
21	MOBILIZATION	1.00	LS	5,512.34	5,512.34
	BASE BID: 14TH ST GUARDRAIL & DITCH REHAB				\$256,461.11

Attachment: 14th St. Guardrail Otto Baum Bid (1258 : 14th Street Guardrail Bids recieved)

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
ALT BID NO.001: 14TH ST GUARDRAIL & DITCH REHAB					
1	EARTHWORK COMPLETE (BASE BID)	-1.00	LS	22,268.74	-22,268.74
2	EARTHWORK COMPLETE (ALT. BID #001)	1.00	LS	20,668.74	20,668.74
3	STONE RIP RAP CLASS A4 SPECIAL (BASE BID)	-2,260.00	SY	50.87	-114,966.20
4	STONE RIP RAP TOE CLASS A4 (BASE BID)	-48.00		81.31	-3,902.88
5	STONE RIP RAP TOE CLASS A4 (ALT. BID #001)	41.00	SY	84.20	3,452.20
6	GABIONS	18.00	CY	376.06	6,769.08
7	GABION MATS	1,130.00	SY	75.44	85,247.20
8	LANDSCAPE DITCH COMPLETE (BASE BID)	-0.09	ACRE	131,333.33	-11,820.00
9	LANDSCAPE DITCH COMPLETE (ALT. BID #001)	0.18	ACRE	131,333.33	23,640.00
	ALT BID NO.001: 14TH ST GUARDRAIL AND DITCH REHAB				-\$13,180.60
ALT BID NO.002: 14TH ST GUARDRAIL & DITCH REHAB					
1	EARTHWORK COMPLETE (BASE BID)	-1.00	LS	22,268.74	-22,268.74
2	EARTHWORK COMPLETE (ALT. BID #002)	1.00	LS	20,668.74	20,668.74
3	STONE RIPRAP CLASS A4 SPECIAL (BASE BID)	-2,260.00	SY	50.87	-114,966.20
4	STONE RIP RAP TOE CLASS A4 (BASE BID)	-48.00		81.31	-3,902.88
5	ARTICULATED MAT	1,994.00	SY	82.70	164,903.80
	ALT BID NO.002: 14TH ST GUARDRAIL & DITCH REHAB				\$44,434.72

Attachment: 14th St. Guardrail Otto Baum Bid (1258 : 14th Street Guardrail Bids recieved)

15	CLEAN END SECTIONS	EACH	8		
16	LANDSCAPING, COMPLETE	ACRE	0.07		
17	LANDSCAPING DITCH, COMPLETE	ACRE	0.09		
18	TRAFFIC CONTROL, COMPLETE	L. SUM	1		
19	EROSION CONTROL, COMPLETE	L. SUM	1		
20	CONSTRUCTION LAYOUT	L. SUM	1		
21	MOBILIZATION	L. SUM	1		

BASE BID: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

\$ 256,461.11 (DOLLARS AND CENTS)

TWO HUNDRED FIFTY-SIX THOUSAND, FOUR HUNDRED SIXTY-ONE & 11/100
Amount written in words, Dollars and Cents

ALTERNATE BID NO. 001: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

NO.	ITEM	UNIT	ESTIMATED QUANTITY	DEDUCT UNIT PRICE	ADD UNIT PRICE	TOTAL ESTIMATED
1	EARTHWORK, COMPLETE (BASE BID)	L. SUM	1		-----	
2	EARTHWORK, COMPLETE (ALT. BID #001)	L. SUM	1	-----		
3	STONE RIPRAP, CLASS A4 SPECIAL (BASE BID)	SQ. YD.	-2,260		-----	
4	STONE RIP RAP TOE, CLASS A4 (BASE BID)	SQ. YD.	-48		-----	
5	STONE RIP RAP TOE, CLASS A4 (ALT. BID #001)	SQ. YD.	41	-----		
6	GABIONS	CU. YD.	18			
7	GABION MATS	SQ. YD.	1,130			
8	LANDSCAPING DITCH, COMPLETE (BASE BID)	ACRE	-0.09		-----	
9	LANDSCAPING DITCH, COMPLETE (ALT. BID #001)	ACRE	0.18	-----		

ALTERNATE BID NO.001: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

\$ - 13,180.60 (DOLLARS AND CENTS)

- THIRTEEN THOUSAND, ONE HUNDRED EIGHTY & 60/100

6. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

A Corporation:By OTTO BAUM COMPANY, INC.
(Corporation Name)ILLINOIS
(State of Incorporation)By [Signature]
(Name of Person Authorized to Sign)PRESIDENT
(Title)Attest Stephanie Cobb
(Secretary)Business address: 866 N. Main St., Morton IL 61550Phone No.: 309-266-7114A Joint Venture:By N/A
(Name)
(Address)By
(Name)
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

BID BOND

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

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Description (Project Name and Include Location):

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum

(Words)

\$

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER**SURETY**

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

Attachment: 14th St. Guardrail Otto Baum Bid (1258 : 14th Street Guardrail Bids recieved)



October 11th, 2017

RE: City of Pekin
 14th Street Guardrail and Ditch Rehabilitation
 Pekin, Illinois
 Midwest Engineering Associates, Inc. Job Number 20170075

ADDENDUM NO. 001

This Addendum supplements and amends the original Drawings and Specifications and shall be taken into account in preparing proposals, and shall become a part of the Contract Documents. In case of conflict between the Drawings, Specifications and this Addendum, this Addendum will govern. Careful note of this Addendum shall be taken and all trades affected shall be fully advised for performance of the work.

Contract Documents

A. None.

Drawings

1. None.

The following are answers to questions and/or clarifications that have been submitted through October 10th, 2017:

1. Q: Does the gabion basket steel need to be domestic origin? A: *Yes, all steel components for this project need to be Melted and Manufactured in the USA.*

A COMPLETE SET OF UPDATED (IF APPLICABLE) CONTRACT DOCUMENTS WILL BE ISSUED TO THE SUCCESSFUL BIDDER.

Sincerely,

Robert D. Culp, P.E., C.F.M.
 Sr. Project Manager



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 18, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Airport Restroom Remodel Bids Recieved

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: To receive and file three bids the City received for the Pekin Airport Restroom Renovation Project

DESCRIPTION: The City received three bids for the Pekin Municipal Airport Restroom Renovation Project

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Bidders Tab for Airport Bathroom Remodal Project

Bid Opening 11-Oct-17
 Bid Time 2pm

Name of Bidder	Addendum Acknowledge	Bid
Craft Building Services, Inc. 213 Muller Road Washington, IL 61571	Yes	27,700.00
GIVSCO Construction Company 2321 Lakeshore Drive Pekin, IL 61554	Yes	51,850.00
Thomposon Brothers Inc. P.O. Box 313 Pekin, IL 61555	Yes	34,400.00



City of Pekin

Department of Public Works

BID FORM

For Bids Due: OCTOBER 11, 2017 @ 2pm.

Name of Bidder: CRAFT BUILDING SERVICES, INC.

Point of Contact: JEFFREY D. CRAFT

Phone No: (309) 886 - 3242 Fax: (309) 886 - 3675

Email: jcrafft@craftbuilding.com

Acknowledgement of Addendums numbered 1 and their contents are included in the proposal.

The undersign, representing that they have read and understands the Bidding Documents and that this bid is made in accordance therewith, that has familiarized themselves with the project including the site and any local conditions under which the Work is to be performed, and that the bid is based upon the materials, systems and equipment described in the Bidding Documents without expectation, hereby proposes and agrees to provide all labor, materials, systems and equipment, supplies, transportation and other facilities required to execute the work described by the aforementioned documents for the lump sum

Estimated Cost not to Exceed: \$ 27,700⁻

The Owner shall the right to reject any or all bids, and to waive any informality or irregularity in any bid received. The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirements has been or shall be violated in making or accepting this bid, in awarding the contract to them or in the prosecution of the work required; that the bid is legal and firm; that they have not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of the notice to award of the bid, the Bidder shall, within twenty (20) calendar days, execute the contract in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.



Signatures

(If an individual)

Signature of _____
Business _____

(If a partnership)

Firm _____
Signed _____
Business _____

Insert
Names and
Addresses of
All Partners



(If a corporation)

Corporate Name CRAFT BUILDING SERVICES, INC.
Signed By Jeffrey D. Craft President
Business 213 MULLER ROAD
WASHINGTON, IL 61571

Insert
Names of
Officers



President JEFFREY D. CRAFT
Secretary KIMBERLEY J. CRAFT
Treasurer -

Attest Kimberley J. Craft Secretary

Date: 10-11-17

Attachment: Airport Restroom Craft Bid (1259 : Airport Restroom Remodel Bids Recieved)



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL PEKIN MUNICIPAL AIRPORT RESTROOM RENOVATIONS

Per this addendum the following clarifications to the plans and specifications shall be made:

1. PLAN SHEET A1.3. REVISION

- a. The detail calls for solid surface counters and the notes call for plastic laminate countertop. Plastic laminate countertop is correct.

2. ELECTRICAL

- a. Occupancy Sensor Switches for lights. The exhaust fans shall be on the same switches as the lights.
- b. GFCI outlet near each sink.
- c. See attached lighting example. Use this light or equal.

3. SCOPE OF WORK

- a. Add HVAC SUPPLY DIFFUSER (lay-in) to the scope of work. The HVAC system is existing. A ceiling supply diffuser is required in both the men's and women's bathrooms, but the existing supply line does not require modification.
- b. Exhaust fan shall be hanging and shall be vented to the roof.
- c. Add RESTROOM SIGNS to the scope of work for both the men's and women's bathroom.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by: Jeffrey D. Craft

Date: 10/11/17

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

Attachment: Airport Restroom Craft Bid (1259 : Airport Restroom Remodel Bids Recieved)



City of Pekin

Department of Public Works

BID FORM

For Bids Due: October 11, 2017

Name of Bidder: GIVSCO Construction Company

Point of Contact: Justin Ellis

Phone No: (309) 620 - 9127

Fax: (309) 620 - 9128

Email: jellis@givSCO.com

Acknowledgement of Addendums numbered 01 - Rec'd 10.10.17 and their contents are included in the proposal.

The undersign, representing that they have read and understands the Bidding Documents and that this bid is made in accordance therewith, that has familiarized themselves with the project including the site and any local conditions under which the Work is to be performed, and that the bid is based upon the materials, systems and equipment described in the Bidding Documents without expectation, hereby proposes and agrees to provide all labor, materials, systems and equipment, supplies, transportation and other facilities required to execute the work described by the aforementioned documents for the lump sum

Estimated Cost not to Exceed: \$ 51,850.⁰⁰

This proposal excludes;
 * Sales Tax
 * Weekends, holidays,
 extended hours

The Owner shall the right to reject any or all bids, and to waive any informality or irregularity in any bid received. The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirements has been or shall be violated in making or accepting this bid, in awarding the contract to them or in the prosecution of the work required; that the bid is legal and firm; that they have not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of the notice to award of the bid, the Bidder shall, within twenty (20) calendar days, execute the contract in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

Attachment: Airport Restroom GIVSCO Bid (1259 : Airport Restroom Remodel Bids Recieved)



Signatures

~~(If an individual)~~

Signature of _____

Business _____

~~(If a partnership)~~

Firm _____

Signed _____

Business _____

Insert
Names and
Addresses of
All Partners



(If a corporation)

Corporate Name GIVSCO Construction Company

Signed By Ronald A. Givens _____

Business 2321 Lakeshore Drive _____

Pekin, IL 61554

President

Insert
Names of
Officers



President Ronald Givens

Secretary Richard Scovil

Treasurer Richard Scovil

Attest Ronald Givens II, Vice President ~~Secretary~~

Date: October 11, 2017

Attachment: Airport Restroom GIVSCO Bid (1259 : Airport Restroom Remodel Bids Recieved)



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL PEKIN MUNICIPAL AIRPORT RESTROOM RENOVATIONS

Per this addendum the following clarifications to the plans and specifications shall be made:

1. PLAN SHEET A1.3. REVISION

- a. The detail calls for solid surface counters and the notes call for plastic laminate countertop. Plastic laminate countertop is correct.

2. ELECTRICAL

- a. Occupancy Sensor Switches for lights. The exhaust fans shall be on the same switches as the lights.
- b. GFCI outlet near each sink.
- c. See attached lighting example. Use this light or equal.

3. SCOPE OF WORK

- a. Add HVAC SUPPLY DIFFUSER (lay-in) to the scope of work. The HVAC system is existing. A ceiling supply diffuser is required in both the men's and women's bathrooms, but the existing supply line does not require modification.
- b. Exhaust fan shall be hanging and shall be vented to the roof.
- c. Add RESTROOM SIGNS to the scope of work for both the men's and women's bathroom.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by :

Nick Blaine

Date: 10.11.17

GIVSCO Construction Company

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

Attachment: Airport Restroom GIVSCO Bid (1259 : Airport Restroom Remodel Bids Recieved)



City of Pekin

Department of Public Works

BID FORM

For Bids Due: 10-11-17

Name of Bidder: Thompson Brothers Inc.

Point of Contact: Todd Thompson

Phone No: (309) 613 - 4041 Fax: () -

Email: thompsonbros@me.com

Acknowledgement of Addendums numbered 1 and their contents are included in proposal.

The undersign, representing that they have read and understands the Bidding Documents and that this bid is in accordance therewith, that has familiarized themselves with the project including the site and any local conditions under which the Work is to be performed, and that the bid is based upon the materials, systems and equipment described in the Bidding Documents without expectation, hereby proposes and agrees to provide a labor, materials, systems and equipment, supplies, transportation and other facilities required to execute the work described by the aforementioned documents for the lump sum

Estimated Cost not to Exceed: \$34,400

The Owner shall the right to reject any or all bids, and to waive any informality or irregularity in any bid received. The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirements has been or shall be violated in making or accepting this bid in awarding the contract to them or in the prosecution of the work required; that the bid is legal and firm; that they have not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of the notice to award of the bid, the Bidder shall, within twenty (20) calendar days, execute the contract in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

Attachment: Airport Restroom Thompson Bid (1259 : Airport Restroom Remodel Bids Received)



Signatures

(If an individual)

Signature of _____

Business _____

(If a partnership)

Firm _____

Signed _____

Business _____

Insert
Names and
Addresses of
All Partners

(If a corporation)

Corporate Name Thompson Brothers Inc.

Signed By 

Business PO Box 313

Pekin, IL 61555

Insert
Names of
Officers

President Todd Thompson

Secretary Todd Thompson

Treasurer Todd Thompson

Attest 
Secretary

Date: 10-11-17

Attachment: Airport Restroom Thompson Bid (1259 : Airport Restroom Remodel Bids Recieved)



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL PEKIN MUNICIPAL AIRPORT RESTROOM RENOVATIONS

Per this addendum the following clarifications to the plans and specifications shall be made:

1. PLAN SHEET A1.3. REVISION

- a. The detail calls for solid surface counters and the notes call for plastic laminate countertop. Plastic laminate countertop is correct.

2. ELECTRICAL

- a. Occupancy Sensor Switches for lights. The exhaust fans shall be on the same switches as the lights.
- b. GFCI outlet near each sink.
- c. See attached lighting example. Use this light or equal.

3. SCOPE OF WORK

- a. Add HVAC SUPPLY DIFFUSER (lay-in) to the scope of work. The HVAC system is existing. A ceiling supply diffuser is required in both the men's and women's bathrooms, but the existing supply line does not require modification.
- b. Exhaust fan shall be hanging and shall be vented to the roof.
- c. Add RESTROOM SIGNS to the scope of work for both the men's and women's bathroom.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by :


Thompson Brothers Inc.
Todd Thompson - President

Date: 10-11-17

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

Attachment: Airport Restroom Thompson Bid (1259 : Airport Restroom Remodel Bids Recieved)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 18, 2017

From: John Lebegue, Building & Inspections

AGENDA ITEM: Report of Dangerous Building at 708 Park Avenue

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: Receive and File a Report of Dangerous Building at 708 Park Avenue

DESCRIPTION: Pursuant to Section 7-2-3 of the City of Pekin City Code, whenever the Fire Chief or the Code Enforcement Officer shall be of the opinion that any building or structure in the City is a dangerous building, he shall file a written statement to this effect with the City Clerk. The Clerk shall, thereupon, submit the matter to the City Council. The occupied structure at 708 Park Avenue has been without a roof structure for several months and all enforcement efforts, including fines in City Court, have not compelled the owner of the property to rebuild the roof of the home and restore the structure to a safe and weathertight condition, therefore action is being initiated in Circuit Court for the condemnation and demolition of the dangerous building. Should the City undertake demolition of the dangerous following Circuit Court action, the matter will again be brought back to the City Council for further approval.

FINANCIAL IMPACT: <Insert Financial Impact>

NEIGHBORHOOD CONCERNS: <Insert Concerns>

IMPACT IF APPROVED: <Insert the impact if approved>>

IMPACT IF DENIED: <Insert the impact if denied>

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.

A Safe Community. To protect community life and property by providing

	effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager: _____
 Date: _____



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City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

July 28, 2017

Darren Arnett
708 Park Avenue
Pekin, IL 61554

RE: Condemnation of dangerous building at 708 Park Avenue

Dear Mr. Arnett:

I am writing in regard to the unsafe and dangerous condition of the building at 708 Park Avenue. The home has been without a roof structure for several months and in its current condition poses a hazard to anyone occupying the home. Given the lengthy period of time in which moisture has been allowed to enter the structure due to the lack of a weathertight roof structure, the structural integrity of the home has been compromised. Furthermore, the front porch structure of the home is in an advanced state of deterioration and poses a hazard of collapse. The home at 708 Park Avenue has been found to violate the City of Pekin City Code in the following manner:

7-2-1: Definitions: The term “dangerous buildings”, as used in this Chapter, is hereby defined to mean and include any building, shed, fence or other man-made structure:

- A. Which is dangerous to the public health because of its condition and which may cause or aid in the spread of disease or injury to the health of the occupants of it or neighboring structures;
- C. Which, by reason of faulty construction or any other cause, is liable to cause injury or damage by collapsing or by a collapse or fall of any part of such structure.

7-2-2: Nuisance Declared: Prohibitions: Any dangerous building in the City, as defined in Section 7-2-1 of this Chapter, is hereby declared to be a nuisance.

It shall be unlawful to maintain or permit the existence of any dangerous building in the City, and it shall be unlawful for the owner, occupant or person in custody of any dangerous building to permit the same to remain in a dangerous condition or to occupy such building or permit it to be occupied while it is or remains in a dangerous condition.

In addition to violating sections of the City of Pekin City Code, the home at 708 Park Avenue is in violation of the 2006 International Property Maintenance Code in the following manner:

Attachment: 708 Park Avenue Dangerous Building Report (1257 : Report of Dangerous Building at 708 Park Avenue)



ILLINOIS
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City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Section 108.1 General: When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

Section 408.1.1 Unsafe Structures: An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

Section 108.1.3 Structure unfit for human occupancy: A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

304.1 General: The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.7 Roofs and Drainage: The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure.

In addition to violations that exist at the property at 708 Park Avenue in regard to the dangerous condition of the home, the rear yard of the property is in violation of the Pekin City Code in the following manner:

There is a large accumulation of debris and materials at the rear of the property that require removal and proper disposal. Pursuant to Section 6-2-5-1, (C) of the City Code, Exterior Storage Prohibited: No person in charge of or in control of premises, whether as owner, lessee, tenant, occupant or otherwise, shall allow any lumber, junk, trash, debris, abandoned, discarded or unused objects or equipment, including but not limited to, furniture, stoves, refrigerators, freezers, cans, or containers to remain on such property longer than 7 days.

As detailed in the attached pictures, the entire rear yard is overgrown with weeds and grass in excess of 8 inches in height. Pursuant to Section 5-1A-4-2, Growth Prohibited: It shall be unlawful for any person owning, leasing, occupying or controlling any plot of ground in the City to permit the growth of weeds thereon. All areas overgrown with weeds must be cut down.



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City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

This letter serves as official City notification that the roof of the home must be fully restored on or before September 1, 2017, to restore the home to a safe and weathertight condition. The dangerous and deteriorated front porch must either be fully repaired or removed from the structure on or before September 1, 2017. Should the roof of the home not be fully restored and the front porch repaired or removed by September 1, 2017, the City will officially condemn the property at 708 Park Avenue and the structure will be placarded and all occupants of the home will be ordered to vacate the structure until such time all dangerous conditions are fully eliminated. The City will also file a complaint in Circuit Court to obtain a court order to have the dangerous structure at 708 Park Avenue demolished.

Furthermore, the rear yard of the property at 708 Park Avenue must be cleared of all accumulated debris and materials and all overgrown weeds cut down on or before August 4, 2017. If you fail to clear the rear yard of all debris and overgrown vegetation by August 4, 2017, the City will seek court authorization to remove all accumulated debris and clear the rear yard of all overgrown vegetation and you will be invoiced for all expenses incurred.

It is strongly recommended that immediate corrective action be taken to eliminate the numerous code violations that exist at the property at 708 Park Avenue, as the property has constituted a source on that neighborhood for several months and no further extensions or delays of any kind will be granted.

Best regards,

John R. Lebegue

Building Inspections / Development Director

City of Pekin

(309) 478-5370

Attachment: 708 Park Avenue Dangerous Building Report (1257 : Report of Dangerous Building at 708 Park Avenue)

Sep 20, 2017, 1:53 PM

Attachment: 708 Park Avenue Dangerous Building Report (1257 : Report of Dangerous Building at 708 Park Avenue)

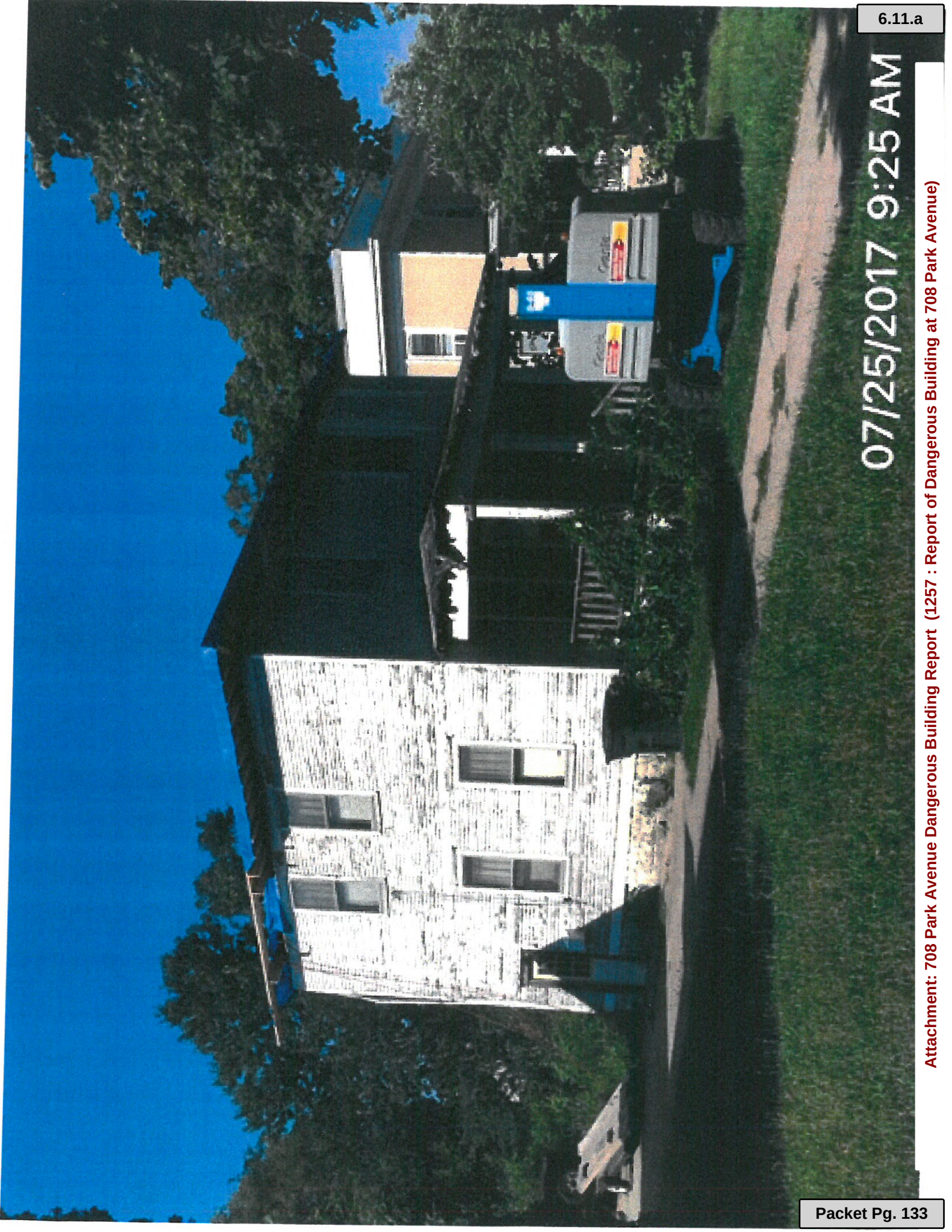


Sep 20, 2017, 1:53 PM

Attachment: 708 Park Avenue Dangerous Building Report (1257 : Report of Dangerous Building at 708 Park Avenue)

Sep 20, 2017, 1:53 PM

Attachment: 708 Park Avenue Dangerous Building Report (1257 : Report of Dangerous Building at 708 Park Avenue)



07/25/2017 9:25 AM



07/25/2017 9:26 AM

Attachment: 708 Park Avenue Dangerous Building Report (1257 : Report of Dangerous Building at 708 Park Avenue)



6.11.a

07/25/2017 9:27 AM

Attachment: 708 Park Avenue Dangerous Building Report (1257 : Report of Dangerous Building at 708 Park Avenue)

07/25/2017 9:28 AM

Attachment: 708 Park Avenue Dangerous Building Report (1257 : Report of Dangerous Building at 708 Park Avenue)



07/25/2017 9:28 AM

Attachment: 708 Park Avenue Dangerous Building Report (1257 : Report of Dangerous Building at 708 Park Avenue)

07/25/2017 9:27 AM

Attachment: 708 Park Avenue Dangerous Building Report (1257 : Report of Dangerous Building at 708 Park Avenue)





REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 17, 2017

From: John Dossey, Police Chief

AGENDA ITEM: Police Department September 2017 Stats

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: Receive and File Police Department September 2017 Monthly Stats

DESCRIPTION: Receive and File Police Department September 2017 Monthly Stats

FINANCIAL IMPACT:

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED:

IMPACT IF DENIED:

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
√	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
√	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**PEKIN POLICE DEPARTMENT
END OF MONTH REPORT FOR SEPTEMBER 2017**

	AUGUST 2016	AUGUST 2017	SEPTEMBER 2017
TRAFFIC TICKETS	540	339	315
WARNING TICKETS	311	231	184
OFFENSES	458	485	470
ARRESTS	260	167	219
PARKING TICKETS	211	78	62
STOPS	696	456	334
IMPOUNDS		38	28

MUNICIPAL ORDINANCE TICKETS

NUMBER OF MUNICIPAL ORDINANCE TICKETS WRITTEN 77
 NUMBER OF TICKETS PAID OVER THE COUNTER 27
 FINES COLLECTED OVER THE COUNTER \$7,595.00

PARKING TICKETS

PARKING TICKETS WRITTEN 62
 PARKING TICKETS PAID OVER THE COUNTER 49
 PARKING FINES COLLECTED \$2,045.00
 MCSI PAYMENT \$13.00

IMPOUNDS

IMPOUNDS 28
 IMPOUNDS PAID 18
 IMPOUND FINES COLLECTED \$9,000.00



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 20, 2017

From: Sarah Newcomb, Human Resources Dir

AGENDA ITEM: Resolution No. 67-17/18 Appointment to T3 Governance Board

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: Adopt resolution granting the Appointments to the TC3 Governance and Operations Boards.

DESCRIPTION: Mayor's appointment of the position of the Mayor of the City of Pekin and the City Manager to the TC3 Governance Board and the positions of the Fire Chief and the Police Chief to the TC3 Operations Board. The appointments provide the City of Pekin seats on the board of the local dispatching center under new state regulations for county wide dispatch funding.

FINANCIAL IMPACT: None

NEIGHBORHOOD CONCERNS:

IMPACT IF APPROVED: Seats voluntary members to perform duties on the TC3 Governance Board as representative for the City of Pekin.

IMPACT IF DENIED: New members or officers would have to be appointed.

ALTERNATIVES: None

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

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	A High Quality of Life. To support or provide services that improve the quality of life for Pekin’s residents.
✓	An Effective Government. To deliver effectively the services that Pekin’s residents want, need, and are willing to support.
REQUIRED SIGNATURES	
Department Directors and City Staff:	
Date:	
Finance Department (Certification of Availability of Funds):	
Date:	
City Manager:	
Date:	

RESOLUTION NO. 67-17/18**Resolution No.**

<Insert Legislation Here>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 23rd DAY OF OCTOBER, 2017**

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 17, 2017

From: Michael Guerra, City Engineer

Bob Shaw, Street & Solid Waste Superintendent

AGENDA ITEM: 14th Street Guard Rail Revised Bid

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: To award the rebid of the 14th Street Guardrail Project to Illinois Civil Contractors Inc. in the amount of \$224,187.40

DESCRIPTION: This is the rebidding of the project for the Guardrail and Ditch Rehabilitation for the ditch along 14th Street from just west of El Camino Drive to just East of VFW. This ditch has been a problem for the past several years as sections of guardrail has been falling down. The current guardrail has meet its useful life as all of the timber post have rotted and need to be replaced. In addition to the wood post deteriorating, the creek has experienced erosion in several spots and have caused sections of guardrail to fall into the creek. The City has previously sought bids to repair the entire ditch and guardrail however all bids came in higher than estimate and exceeded an affordable amount for the City. Therefore the City has revised the plans to only repair the most severe erosion locations to restore the bank of the ditch to allow for guardrail to be reinstalled. Two alternate bids were also sought in the bid to see if other methods of ditch repair would generate a great benefit for the cost on this project. After receiving four bids, the City determined the base bid would most cost effective way to repair this location. Therefore this motion is to award the low base bid to Illinois Civil Contractors, Inc. in the amount of \$224,187.40.

FINANCIAL IMPACT: \$224,187.40 of Storm Water Fund with revenue from the Bond

NEIGHBORHOOD CONCERNS: The failing guardrail that is not providing any protection of the ditch to the traveling public is a concern. Along with the erosion that has occurred that resulted in the collapsing of sections of the guardrail.

IMPACT IF APPROVED: The project will be awarded and contract will be issued. The work will be completed by the end of November.

IMPACT IF DENIED: The project will not be awarded and the project will not be completed this fall.

ALTERNATIVES: To reject all bids and not perform the project this year.

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

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	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES**Department Directors and City Staff:**

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

14 St Guardrail and Ditch Rehabilitation Bid Tab

Date: October 13, 2017 @ 2 pm

			Estimate		ICCI		PA Atherton		Otto Baum		Stark	
Base Bid			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Earthwork Complete	L. Sum	1	\$20,400.00	\$20,400.00	\$22,000.00	\$22,000.00	\$58,254.00	\$58,254.00	\$22,268.74	\$22,268.74	\$22,875.00	\$22,875.00
2 Sidewalk Removal	SQ FT	2500	\$3.00	\$7,500.00	\$1.60	\$4,000.00	\$2.50	\$6,250.00	\$1.68	\$4,200.00	\$2.35	\$5,875.00
3 Pavement Removal	SQ YD	12	\$50.00	\$600.00	\$30.00	\$360.00	\$25.00	\$300.00	\$62.16	\$745.92	\$90.00	\$1,080.00
4 Comb Curb and Gutter Rem	FT	50	\$25.00	\$1,250.00	\$11.00	\$550.00	\$15.00	\$750.00	\$13.23	\$661.50	\$13.00	\$650.00
5 Subbase Granular Matl	SQ FT	2500	\$2.00	\$5,000.00	\$1.00	\$2,500.00	\$1.50	\$3,750.00	\$1.34	\$3,350.00	\$2.65	\$6,625.00
6 Comb Curb and Gutter T6.24	FT	50	\$75.00	\$3,750.00	\$55.00	\$2,750.00	\$55.00	\$2,750.00	\$52.08	\$2,604.00	\$42.65	\$2,132.50
7 Steel Plate Beam Guardrail, Type A, 9 FT	FT	1542	\$20.00	\$30,840.00	\$23.70	\$36,545.40	\$22.00	\$33,924.00	\$24.44	\$37,686.48	\$22.00	\$33,924.00
8 Stone Rip Rap Toe, Class A4	SQ YD	48	\$75.00	\$3,600.00	\$40.00	\$1,920.00	\$60.00	\$2,880.00	\$81.31	\$3,902.88	\$60.00	\$2,880.00
9 Stone Rip Rap Class A4	SQ YD	2260	\$50.00	\$113,000.00	\$34.00	\$76,840.00	\$55.00	\$124,300.00	\$50.87	\$114,966.20	\$40.00	\$90,400.00
10 Steel Railing, Type TP-1 Extension	EA	1	\$2,000.00	\$2,000.00	\$5,625.00	\$5,625.00	\$5,250.00	\$5,250.00	\$5,833.33	\$5,833.33	\$5,250.00	\$5,250.00
11 Traffic Barrier Term Type 5A special	EA	1	\$1,750.00	\$1,750.00	\$1,184.00	\$1,184.00	\$1,100.00	\$1,100.00	\$1,222.22	\$1,222.22	\$1,100.00	\$1,100.00
12 Traffic Barrier Term Type 10, special	EA	2	\$1,000.00	\$2,000.00	\$781.00	\$1,562.00	\$725.00	\$1,450.00	\$805.56	\$1,611.12	\$725.00	\$1,450.00
13 PCC Sidewalk 4"	SQ FT	2500	\$7.00	\$17,500.00	\$6.60	\$16,500.00	\$9.50	\$23,750.00	\$6.76	\$16,900.00	\$6.55	\$16,375.00
14 Hot-Miz Asphalt Pavement Patch	SQ YD	12	\$150.00	\$1,800.00	\$250.00	\$3,000.00	\$40.00	\$480.00	\$186.10	\$2,233.20	\$210.00	\$2,520.00
15 Clean End Sections	EA	8	\$750.00	\$6,000.00	\$540.00	\$4,320.00	\$750.00	\$6,000.00	\$583.68	\$4,669.44	\$425.00	\$3,400.00
16 Landscaping, Complete	Acre	0.07	\$30,000.00	\$2,100.00	\$53,000.00	\$3,710.00	\$20,000.00	\$1,400.00	\$71,428.57	\$5,000.00	\$45,000.00	\$3,150.00
17 Landscaping Ditch, Complete	Acre	0.09	\$60,000.00	\$5,400.00	\$70,000.00	\$6,300.00	\$20,000.00	\$1,800.00	\$131,333.33	\$11,820.00	\$70,000.00	\$6,300.00
18 Traffic Control, Complete	L. Sum	1	\$10,000.00	\$10,000.00	\$12,521.00	\$12,521.00	\$10,000.00	\$10,000.00	\$4,422.22	\$4,422.22	\$3,000.00	\$3,000.00
19 Erosion Control, Complete	L. Sum	1	\$5,000.00	\$5,000.00	\$6,600.00	\$6,600.00	\$1,500.00	\$1,500.00	\$3,473.74	\$3,473.74	\$4,500.00	\$4,500.00
20 Construction Layout	L. Sum	1	\$2,500.00	\$2,500.00	\$5,400.00	\$5,400.00	\$3,100.00	\$3,100.00	\$3,377.78	\$3,377.78	\$0.01	\$0.01
21 Mobilization	L. Sum	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$5,512.34	\$5,512.34	\$15,000.00	\$15,000.00
Bid Total				\$251,990.00		\$224,187.40		\$291,488.00		\$256,461.11		\$228,486.51
					AS READ	\$224,214.40			\$291,488.00		\$256,461.11	\$228,486.51
Alternate Bid No. 001												
1 Earthwork, Complete (Base Bid)	L. Sum	-1	\$20,400.00	-\$20,400.00	\$20,000.00	-\$20,000.00	\$58,254.00	-\$58,254.00	\$22,268.74	-\$22,268.74	\$22,875.00	-\$22,875.00
2 Earthwork, Complete (Alt. Bid 001)	L. Sum	1	\$10,200.00	\$10,200.00	\$17,000.00	\$17,000.00	\$29,070.00	\$29,070.00	\$20,668.74	\$20,668.74	\$14,500.00	\$14,500.00
3 Stone Riprap, Class A4 special (Base Bid)	SQ. YD	-2260	\$50.00	-\$113,000.00	\$30.00	-\$67,800.00	\$60.00	-\$135,600.00	\$50.87	-\$114,966.20	\$40.00	-\$90,400.00
4 Stone Riprap Toe CL A4 (Base Bid)	SQ. YD	-48	\$75.00	-\$3,600.00	\$36.00	-\$1,728.00	\$55.00	-\$2,640.00	\$81.31	-\$3,902.88	\$60.00	-\$2,880.00
5 Stone Riprap Toe CL A4 (Alt. Bid #001)	SQ. YD	41	\$75.00	\$3,075.00	\$40.00	\$1,640.00	\$60.00	\$2,460.00	\$84.20	\$3,452.20	\$85.00	\$3,485.00
6 Gabions	CU. YD	18	\$350.00	\$6,300.00	\$320.00	\$5,760.00	\$1,000.00	\$18,000.00	\$376.06	\$6,769.08	\$270.00	\$4,860.00
7 Gabion Mats	SQ. YD	1130	\$87.50	\$98,875.00	\$75.00	\$84,750.00	\$125.00	\$141,250.00	\$75.44	\$85,247.20	\$85.00	\$96,050.00
8 Landscaping Ditch Complete, (Base Bid)	Acre	-0.09	\$60,000.00	-\$5,400.00	\$50,000.00	-\$4,500.00	\$20,000.00	-\$1,800.00	\$131,333.33	-\$11,820.00	\$70,000.00	-\$6,300.00
9 Landscaping Ditch Complete, (Alt Bid 001)	Acre	0.18	\$60,000.00	\$10,800.00	\$65,000.00	\$11,700.00	\$20,000.00	\$3,600.00	\$131,333.33	\$23,640.00	\$41,000.00	\$7,380.00
Alternate Bid No. 001 Total				-\$13,150.00		\$26,822.00		-\$3,914.00		-\$13,180.60		\$3,820.00
Total Bid				\$238,840.00		\$251,009.40		\$287,574.00		\$243,280.51		\$232,306.51
Alternate Bid No. 002												
1 Earthwork, Complete (Base Bid)	L. Sum	-1	\$20,400.00	-\$20,400.00	\$20,000.00	-\$20,000.00	\$58,254.00	-\$58,254.00	\$22,268.74	-\$22,268.74	\$22,875.00	-\$22,875.00
2 Earthwork, Complete (Alt. Bid 002)	L. Sum	1	\$8,700.00	\$8,700.00	\$17,000.00	\$17,000.00	\$24,795.00	\$24,795.00	\$20,668.74	\$20,668.74	\$16,800.00	\$16,800.00
3 Stone Riprap, Class A4 special (Base Bid)	SQ. YD	-2260	\$50.00	-\$113,000.00	\$30.00	-\$67,800.00	\$60.00	-\$135,600.00	\$50.87	-\$114,966.20	\$40.00	-\$90,400.00
4 Stone Riprap Toe CL A4 (Base Bid)	SQ. YD	-48	\$75.00	-\$3,600.00	\$36.00	-\$1,728.00	\$55.00	-\$2,640.00	\$81.31	-\$3,902.88	\$60.00	-\$2,880.00
5 Articulate Mat	SQ. YD	1994	\$76.50	\$152,541.00	\$120.00	\$239,280.00	\$185.00	\$368,890.00	\$82.70	\$164,903.80	\$91.75	\$182,949.50
Alternate Bid No. 002 Total				\$24,241.00		\$166,752.00		\$197,191.00		\$44,434.72		\$83,594.50
Total Bid				\$276,231.00		\$390,939.40		\$488,679.00		\$300,895.83		\$312,081.01

Attachment: Revised Bid Tabs (1252 : 14th Street Guard Rail Revised Bid)

CONTRACT DOCUMENTS
FOR
**14th STREET GUARDRAIL AND DITCH REHABILITATION
PEKIN, ILLINOIS**

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

Midwest Engineering Associates, Inc.
140 E. Washington Street
East Peoria, Illinois 61611
309.222-8600
309.689-8092 – Fax

September 2017

Project No. 20170075

Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)

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14TH STREET GUARDRAIL AND DITCH REHABILITATION
PEKIN, ILLINOIS

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Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)

SECTION 00020 INVITATION TO BID

1.01 DESCRIPTION OF WORK

- A. The proposed Work is officially known as the "14TH Street Guardrail and Ditch Rehabilitation" and is further described as follows:
1. The rehabilitation of existing guardrail and ditch consists of the removal and replacement of existing guardrail, grading, shaping, and installing permanent counter erosion control measures at multiple locations along the existing ditch, sidewalk removal and replacement, modifying a culvert railing termini, miscellaneous site restoration, and all collateral work

1.02 TYPE OF BID

- A. Bids for the Project will be on a unit price basis.

1.03 TIME AND LOCATION FOR OPENING OF BIDS

- A. Sealed bids for the Project will be received by City of Pekin, until 2:00 PM (prevailing time) on Friday, October 13th, 2017 at Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois.
- B. All Bids received will be publicly opened and read aloud at the above location.

1.04 EXAMINATIONS AND PROCUREMENT OF DOCUMENTS

- A. Hard copies and electronic copies of the Contract Documents are available at the office of CBT, 404 SW Adams, Peoria, IL 61602, 309-550-5000, toll-free 800-747-6500, fax number 309-676-1701, upon payment of \$150.00 for each hard copy set of Contract Documents and/or upon payment of \$65 for each electronic copy set of Contract Documents. The cost of the documents is non-refundable. Checks for the Contract Documents shall be made payable to: **Midwest Engineering Associates, Inc.**
- B. The Contract Documents are on file for reference at the Office of the Engineer, Midwest Engineering Associates, Inc., 140 E. Washington Street, East Peoria, Illinois 61611 or Pekin City Hall, 111 S. Capitol Street, Pekin, Illinois, 61554 or Greater Peoria Contractors & Suppliers, 1811 W Altorfer Dr., Peoria, Illinois 61615.

1.05 BID SECURITY

- A. Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the Information to Bidders.

1.06 PERFORMANCE AND PAYMENT BONDS

- A. The successful Bidder will be required to furnish a satisfactory Performance Bond and
- 00020-1

SECTION 00100 INFORMATION TO BIDDERS

Bids will be received by the City of Pekin (herein called the "OWNER") at Pekin City Hall until 2:00 PM (prevailing time) on Friday, October 13th, 2017 and then at said office publicly opened and read aloud.

Each Bid must be submitted in a sealed envelope, addressed to the City of Pekin, 111 S. Capitol Street, Pekin, Illinois 61554. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for the "Project", and the envelope shall bear on the outside the name of the BIDDER, his address, and his license number if applicable. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another enveloped addressed to the OWNER at 111 S. Capitol Street, Pekin, Illinois.

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid is required.

The OWNER may waive any informalities or minor defects or reject any and all Bids. Any Bid may be modified or withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. No BIDDER may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawing and specifications including addenda. After Bids have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a Bid Bond payable to the OWNER for five percent of the total amount of the Bid. As soon as the Bid prices have been compared, the OWNER will return the Bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the Bonds of the two remaining unsuccessful BIDDERS will be returned. The Bid Bond of the successful BIDDER will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Bid Bond.

A Performance Bond and a Payment Bond, each in the amount of 100 percent of the contractor price, with a corporate surety approved by the OWNER, will be required for the faithful Performance of the Contract.

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Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)

The OWNER reserves the right to reject all Bids. Unless all Bids are rejected, award shall be made to the low, responsive, responsible BIDDER after the Bid evaluation has been submitted to, and approved by the OWNER.

Local laws, ordinances, regulations, or procedures which are designed or operate to give local or in-state BIDDERS preference over other BIDDERS shall not be employed in evaluating Bids.

Copies of the Contract Documents, including Plans and Specifications, may be obtained from CBT, 404 SW Adams, Peoria, IL 61602, 309-550-5000, toll-free 800-747-6500, fax number 309-676-1701, upon payment of \$150.00 for each hard copy set of Contract Documents and/or upon payment of \$65 for each electronic copy set of Contract Documents. The cost of the documents is non-refundable. Checks for the Contract Documents shall be made payable to: **Midwest Engineering Associates, Inc.**

All questions about the meaning or intent of the Contract Documents shall be submitted Midwest Engineering Associates, Inc. (MWEA), 140 E. Washington Street, East Peoria, Illinois, 61611, in writing. Questions received less than five days prior to the date for opening of the Bids will not be answered.

Replies will be issued by Addenda mailed or delivered to all parties recorded by MWEA, as having received the Bidding Documents. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

The CONTRACTOR (or any of his Subcontractors) shall permit representatives of the ENGINEER or OWNER access to any of the work prior or during construction. The CONTRACTOR (or any of his Subcontractors) shall also permit such representatives access to any books, documents, papers, and records of the CONTRACTOR (or any of his Subcontractors) which are pertinent to the project for the purpose of making audit, examination, excerpts, and transcriptions thereof.

By submission of the Bid, each BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that in connection with the Bid:

1. The prices in the Bid have arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the BIDDER, prior to opening, directly or indirectly to any other BIDDER or to any competitor; and
3. No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

Each person signing the Bid shall certify that:

He is the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid and that he has not participated and will not participate in any

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revised or the Contract must be awarded (as appropriate) in accordance with such determination.

- E. **BIDDER Requirements.** Each BIDDER is responsible for reading and being thoroughly familiar with the Contract Documents. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his/her Bid.

SECTION 00300

BID FORM

PROJECT IDENTIFICATION: 14th Street Guardrail and Ditch Rehabilitation

THIS BID IS SUBMITTED TO: City of Pekin
111 S. Capitol Street
Pekin, IL 61554

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty days after the day of the Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirement within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
 - b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c) BIDDER has revised and checked all information and data shown or indicated on the Contract Documents, with respect to existing Underground Facilities at or contiguous to the site, and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect of said Underground Facilities are, or will be, required by BIDDER in order to perform and furnish the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraphs 4.03 and 4.04 of the General Conditions.

15	CLEAN END SECTIONS	EACH	8	<u>\$540.00</u>	<u>\$4,320.00</u>
16	LANDSCAPING, COMPLETE	ACRE	0.07	<u>\$53,000.00</u>	<u>\$3,710.00</u>
17	LANDSCAPING DITCH, COMPLETE	ACRE	0.09	<u>\$70,000.00</u>	<u>\$6,300.00</u>
18	TRAFFIC CONTROL, COMPLETE	L. SUM	1	<u>\$12,521.00</u>	<u>\$12,521.00</u>
19	EROSION CONTROL, COMPLETE	L. SUM	1	<u>\$6,600.00</u>	<u>\$6,600.00</u>
20	CONSTRUCTION LAYOUT	L. SUM	1	<u>\$5,400.00</u>	<u>\$5,400.00</u>
21	MOBILIZATION	L. SUM	1	<u>\$10,000.00</u>	<u>\$10,000.00</u>

BASE BID: 14TH STREET GUARDRAIL AND DITCH REHABILITATION

\$ 224,187.40 (DOLLARS AND CENTS)

Two Hundred Twenty-Four Thousand One Hundred Eighty-Seven Dollars and Forty Cents

Amount written in words, Dollars and Cents

ADDED AND DEDUCTED QUANTITIES

The unit prices submitted by the Contractor for the Base Bid(s) shall be the unit price for any added quantities and/or deducted quantities. The quantities that may be added may range from a minimum of one (1) to an unknown maximum amount. The quantities that may be deducted may range from a minimum of one (1) to the quantity in the Bid and Agreement. A different unit price for added and deducted quantities may be negotiated and utilized if agree upon in writing by both the Engineer and the Contractor. If a different unit price for added and deducted quantities is not agreed upon in writing by both the Engineer and the Contractor, then the unit prices submitted by the Contractor for the Base Bid shall be used.

4. All Work with respect to Earthwork, Permanent Counter Erosion Control Measures (Rip Rap, Gabions, Articulated Mat) and Landscaping shall be substantially completed on or before November 30th, 2017.

All Work with respect to the Guardrail, Concrete Sidewalk, Miscellaneous Items, and Site Cleanup shall be substantially completed on or before December 15th, 2017.

5. The Following documents are attached to and made a condition of this Bid:
 - a) Required Bid Security in the form of a 5% Bid Bond.
6. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

A Corporation:

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business address: _____

Phone No.: _____

A Joint Venture:

By _____
(Name)

(Address)

By _____
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

BID BOND

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

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

BID

Bid Due Date:

Description (Project Name and Include Location):

BOND

Bond Number:

Date (Not earlier than Bid due date):

Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

SECTION 00500
CONTRACT, BONDS, AND CERTIFICATES

1.01 GENERAL

- A. The Contract, bonds, and certificates shall be those assembled by the ENGINEER and shall consist of the following:

Agreement
Exhibits
Performance Bond
Payment Bond
Notice of Award
Notice to Proceed
Change Order
Certificate of Substantial Completion
Contractor's Application for Payment
General Conditions
Supplementary Conditions
Specifications/Special Provisions
Appendices A, B, and C

- B. Copies of the Agreement, bonds, and certificates follow for reference.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 24th day of October in the year 2017 by and between the City of Pekin (hereinafter called OWNER) and Illinois Civil Contractors Inc.; 420 Pinecrest Drive; East Peoria, Illinois 61611, hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

14TH Street Guardrail and Ditch Rehabilitation

ARTICLE 2. ENGINEER

The Project has been designed by: Midwest Engineering Associates, Inc.
140 E. Washington Street;
East Peoria, Illinois 61611

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Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)

made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

90 % of Work completed (with the balance being retainage). If Work has been 50 percent completed as determined by ENGINEER and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 98 percent of the Work completed.

- 5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98% of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with section 14.02 of the General Conditions.

- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."
- 7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
- 7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4. CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities). CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or

	Cover Sheet
C100	General Notes and Legend
C110	Special Provisions
C120	Special Provisions
C130	Storm Water Pollution Prevention Plan
C140	Erosion Control Plan, Details, and Construction Sequence Notes
C200	Guardrail and Ditch Rehabilitation & Maintenance of Traffic Plans
C201	Cross Sections (Sta. 00+00.00 to Sta. 01+27.53)
C202	Cross Sections (Sta. 01+50.00 to Sta. 04+00.00)
C203	Cross Sections (Sta. 04+50.00 to Sta. 06+50.00)
C204	Cross Sections (Sta. 07+00.00 to Sta. 09+00.00)
C205	Cross Sections (Sta. 09+50.00 to Sta. 11+50.00)
C206	Cross Sections (Sta. 12+00.00 to Sta. 14+00.00)
C207	Cross Sections (Sta. 14+40.07 to Sta. 16+00.00)
C208	Cross Sections (Sta. 16+50.00 to Sta. 16+60.00)
C300	Steel Railing, Type TP-1 Extension
C310	Miscellaneous Site Details
C400-C460	IDOT Highway Standards

- 8.10 Addenda numbers 1 to 2 inclusive. Refer to Exhibits pages EX-14 and EX-15.
- 8.11 CONTRACTOR's Bid (pages 00300-1 to 00300-5, inclusive).
- 8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (pages Bid Documents included in this Agreement – refer to Exhibits pages EX-1 to EX-10, inclusive).
- 8.13 Appendix A – Tazewell County Prevailing Wage Rates, Appendix B – Apprenticeship or Training Program Certification (Executed by the Contractor – refer to Exhibits pages EX-11 to EX-12), and Appendix C – Affidavit of Illinois Business Office (Executed by the Contractor – refer to Exhibits page EX-13).
- 8.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to section 3.04 of the General Conditions.

The documents listed in paragraphs 8.2 et. seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplementary as provided in paragraphs 3.04 of the General Conditions.

ARTICLE 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on October 24th, 2017.

OWNER City of Pekin

CONTRACTOR

By: _____

(CORPORATE SEAL)

Attest _____

Address for giving notices

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement).

(If CONTRACTOR is a corporation, attach evidence of authority to sign).

By: _____

(CORPORATE SEAL)

Attest _____

Address for giving notices

License No. _____

Agent for service of process:

Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)

PERFORMANCE BOND

CONTRACTOR (*name and address*):

SURETY (*name and address of principal place of business*):

OWNER (*name and address*):

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description (*name and location*):

BOND

Bond Number:

Date (*not earlier than the Effective Date of the Agreement of the Construction Contract*):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (*attach power of attorney*)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any

amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction

Notice of AwardDate: October 24th, 2017Project: 14th Street Guardrail and Ditch RehabilitationOwner: City of Pekin; 111 South Capitol Street; Pekin, Illinois 61554

Owner's Contract No.:

Contract: 14th Street Guardrail and Ditch RehabilitationEngineer's Project No.: 20170075Bidder: Illinois Civil Contractors, Inc.Bidder's Address: 420 Pinecrest Drive; East Peoria, Illinois 61611

You are notified that your Bid (refer to Exhibits pages EX-1 to EX-6) submitted October 13th, 2017 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Base Bid for the 14th Street Guardrail and Ditch Rehabilitation project.

The Contract Price of your Contract is Two Hundred Twenty-Four Thousand One Hundred Eight Seven Dollars and Forty Cents Dollars (\$224,187.40).

3 copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [3] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Performance and Payment Bonds] as specified in the Information to Bidders (Pages 00100-1 to 00100-2) and General Conditions (Paragraph 5.01).
3. Other conditions precedent:
Deliver with the executed Contract Documents the ACORD Certificate of Liability Insurance as specified in the General Conditions (Article 5) and Supplementary Conditions (Article SC-5).

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Pekin

Owner

By: _____

Authorized Signature – _____

Title

Copy to Engineer

EJCDC C-510 Notice of Award

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
NA - 1

Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)

Notice to ProceedDate: October 24, 2017Project: 14th Street Guardrail and Ditch Rehabilitation

Owner: City of Pekin; 111 South Capitol Street; Pekin, Illinois 61554	Owner's Contract No.:
Contract: 14 th Street Guardrail and Ditch Rehabilitation	Engineer's Project No.: 20170075
Contractor: Illinois Civil Contractors, Inc.	
Contractor's Address: 420 Pinecrest Drive; East Peoria, Illinois 61611	

You are notified that the Contract Times under the above Contract will commence to run on October 24th, 2017 (Commencement Date). On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, all Work with respect to Earthwork, Permanent Counter Erosion Control Measures (Rip Rap, Gabions, Articulated Mat) and Landscaping shall be substantially completed on or before November 30th, 2017 and all Work with respect to the Guardrail, Concrete Sidewalk, Miscellaneous Items, and Site Cleanup shall be substantially completed on or before December 15th, 2017. The date of readiness for final payment shall be two weeks (14 calendar days) from the substantial completion date of December 15th, 2017.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

Submit an executed Agreement, Performance Bond, and Payment Bond along with an ACORD Certificate of Liability Insurance that is approved by the City.

City of Pekin

Owner

Given by:

Authorized Signature –

Title

Date

Copy to Engineer

EJCDC C-550 Notice to Proceed
Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
NP - 1

Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)

Change Order
No. _____

Date of Issuance: _____ Effective Date: _____

Project: 14 th Street Guardrail and Ditch Rehabilitation	Owner: City of Pekin; 111 South Capitol Street; Pekin, Illinois 61554	Owner's Contract No.: _____
Contract: 14 th Street Guardrail and Ditch Rehabilitation		Date of Contract: _____
Contractor: _____		Engineer's Project No.: 20170075

The Contract Documents are modified as follows upon execution of this Change Order:

Description: _____

Attachments (list documents supporting change): _____

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ _____

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$ _____

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ _____

Contract Price incorporating this Change Order:

\$ _____

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

CO - 1

Packet Pg. 168

Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)

Certificate of Substantial Completion

Project: 14th Street Guardrail and Ditch Rehabilitation

Owner: City of Pekin; 111 South Capitol Street; Pekin, Illinois 61554

Owner's Contract No.:

Contract: 14th Street Guardrail and Ditch Rehabilitation

Engineer's Project No.: 20170075

This [tentative] [definitive] Certificate of Substantial Completion applies to:

☐ All Work under the Contract Documents:

☐ The following specified portions of the Work:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

☐ Amended Responsibilities

☐ Not Amended

Owner's Amended Responsibilities:

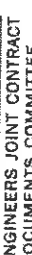
Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

EJCDC C-625 Certificate of Substantial Completion

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

SUB - 1

 ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE ESTABLISHED 1922 • 1735 L STREET, N.W. • WASHINGTON, D.C. 20036 • (202) 462-6080 • WWW.EJCDC.ORG		Contractor's Application for Payment No.	
Application		Application Date:	
Period:			
From (Contractor):	Via (Engineer): Midwest Engineering Associates, Inc.		
Contract:	14th Street Guardrail and Ditch Rehabilitation		
Contractor's Project No.:	Engineer's Project No.: 20170075		

Application For Payment
Change Order Summary

Approved Change Orders		1. ORIGINAL CONTRACT PRICE..... \$
Number	Additions	2. Net change by Change Orders..... \$
	Deductions	3. Current Contract Price (Line 1 + 2)..... \$
		4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$
		5. RETAINAGE:
		a. X Work Completed..... \$
		b. X Stored Material..... \$
		c. Total Retainage (Line 5a + Line 5b)..... \$
		6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$
		7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).... \$
		8. AMOUNT DUE THIS APPLICATION..... \$
		9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of:	\$	(Line 8 or other - attach explanation of the other amount)
is recommended by:		(Engineer) - Midwest Engineering Associates (Date)
Payment of:	\$	(Line 8 or other - attach explanation of the other amount)
is approved by:		(Owner) - City of Pekin (Date)
Approved by:		Funding Agency (if applicable) (Date)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

EJCDC C-700 Standard General Conditions of the Construction Contract
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GC - 1

Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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EJCDC C-700 Standard General Conditions of the Construction Contract
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14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
 1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
- C. *Day:*
 1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
 1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or
 2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers,

replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then

the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 - 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 - 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents,

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
 - d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in

C. Submittal Procedures:

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner’s duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner’s Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
 - 1. a mutually acceptable fixed fee; or
 - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the

Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
 1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the construction contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect. (The numbering code corresponds to amended article in the General Conditions; i.e., SC-5.03 refers to a change in General Conditions Article 5.03)

SC-1. NO CHANGES

SC-2. NO CHANGES

SC-3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.01 NO CHANGES

SC-3.02 Add the following sentence to Paragraph 2 of Sec 3.02 of the General Conditions: "Within the contract Documents, the governing order shall be as follows":

1. Supplementary Conditions;
2. Information to Bidders;
3. Bid Form (Proposal);
4. General Conditions;
5. Specifications/Special Provisions;
6. Drawings/Plans.

SC-3.03-3.05 NO CHANGES

SC-4. NO CHANGES

SC-5. BONDS AND INSURANCE

SC-5.01 - 5.02 NO CHANGES

SC-5.03 and SC-5.04 To insure financial stability, the insurance carrier selected by the Contractor shall be rated no less than A+ as published in the "Best's Guide". Certificates of Insurance shall be provided to the Owner prior to beginning any work.

Contractor shall provide an Owner's protective policy in the following amounts.

- | | | |
|-----|-----------------|--------------------|
| (1) | Each Occurrence | <u>\$1,000,000</u> |
| (2) | Aggregate | <u>\$1,000,000</u> |

The coverage for general liability insurance coverage shall be written under the Broad Form Contract to include coverage such as:

- (A.) Blanket Contractual Liability to include all oral and written agreements
- (B.) Broad Form property Damage.

The limit of General Liability in the form of a separate primary policy, and a separate umbrella liability coverage shall be \$1,000,000 Each.

SC-5.04.C The limits of liability under the primary policy for the insurance required by

SC-5.04.C.4 The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

- (1) General Aggregate \$ 2,000,000
- (2) Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000

SC-5.04.C.5 Midwest Engineering Associates, Inc., and the City of Pekin shall also be named as additional insured. The City of Pekin shall be the Certificate Holder.

SC-5.05 NO CHANGES

SC-5.06 NO CHANGES

SC-5.07 - SC-5.10 NO CHANGES

SC-6. CONTRACTOR'S RESPONSIBILITY

SC-6.01 - SC-6.19 NO CHANGES

SC-6.20

The following paragraph shall be added to Article 6.20:

"The Contractor is experienced in the use and interpretation of Plans and Specifications such as those included in the Project Bid Documents. He has carefully reviewed the project Plans and Specifications and has found them to be free of ambiguity and sufficient for bid purposes. He has based his bid solely on these documents, not relying on any explanation or interpretation from any other source. The Contractor, therefore, agrees to limit liability of the Engineer and the Owner for damages to him because of the professional negligence, errors or omissions of that Engineer to an aggregate total of \$50,000 or the Engineer's total fee for services rendered on this project, whichever is greater. In doing so, the Contractor does not assume any liability for damages to others caused by the professional negligence, errors or omissions of the Engineer."

SC-7. NO CHANGES

SC-8. NO CHANGES

SC-9. NO CHANGES

SC-10. NO CHANGES

SC-11. NO CHANGES

SC-12. NO CHANGES

SC-13. NO CHANGES

SC-14. NO CHANGES

SC-15. NO CHANGES

SC-16. NO CHANGES

**SPECIFICATIONS/SPECIAL PROVISIONS
for
14TH STREET GUARDRAIL AND DITCH REHABILITATION
Pekin, Illinois**

PRE-CONSTRUCTION CONFERENCE

Contractor shall schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 10 working days after the issuance of the Notice To Proceed.

Attendees: The City, the Contractor, and its superintendent, subcontractors, and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

Agenda: Discuss items of significance that could affect progress including such topics as:

- Tentative construction schedule.
- Procedures for processing field decisions and Change Orders.
- Procedures for processing Applications for Payment.
- Distribution of Contract Documents.
- Submittal of Shop Drawings, Approved Plant Certification & Mix Design, Product Data and Samples.
- Preparation of record documents

Contractor shall record meeting minutes/results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

COMPLETION DATE, FAILURE TO COMPLETE WORK ON TIME

All Work with respect to Earthwork, Permanent Counter Erosion Control Measures (Rip Rap, Gabions, Articulated Mat) and Landscaping shall be substantially completed on or before November 30th, 2017.

All Work with respect to the Guardrail, Concrete Sidewalk, Miscellaneous Items, and Site Cleanup shall be substantially completed on or before December 15th, 2017.

Should the Contractor fail to substantially complete each block within the designated time or within such extra time they may have been allowed by written extension from the City of Pekin, the Contractor shall be liable to Owner at a rate of \$ 750.00 per calendar day for every calendar day over the contract time to cover all costs incurred for engineering, inspection, and other expenses incurred by the City by reason of the Contractor's failure to complete the work within the specified number of

shall be the sole judge as to whether the deficiency is an immediate safety hazard. The Contractor shall dispatch sufficient resources within 2 hours of notification to make needed corrections of deficiencies that constitute an immediate safety hazard. Other deficiencies shall be corrected within 12 hours. If the Contractor fails to restore the required traffic control and protection within the time limits specified above, the Engineer will impose a daily monetary deduction for each 24-hour period (or portion thereof) the deficiency exists. This time period will begin with the time of notification to the Contractor and end with the City's acceptance of the corrections. For this project, the daily deduction will be \$750.00 per calendar day. In addition, if the Contractor fails to respond, the City may correct the deficiencies and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

TAXES:

- The Owner being a not-for-profit organization, it is believed that none of the following taxes accrue from the performance of this Contract: Retailer's Occupation Tax, Service Occupation Tax, Use Tax, or Service Use Tax (either Illinois, municipal or county) and Federal Retail Excise Tax. Costs for these taxes shall be excluded from the proposal at the time of bidding and from the Contract Sum; provided, however, should it be determined that any of said taxes do accrue from the performance of this Contract then said taxes so accruing shall be adjusted according to the liability therefore as determined, and a change order issued.
- Contractor shall pay all Federal and State Unemployment Insurance and Old Age Benefits as required by law.

HAZARDOUS MATERIALS IN PRODUCTS:

All products provided by the Contractor and all suppliers for the work of this Contract shall contain no asbestos, lead paint, or other hazardous materials.

LAWS, ORDINANCES AND STATUTES:

Each Contractor, Subcontractor, material dealer, and any other Trade who provides labor, material or services of any kind, or who does work of any kind in connection with this Project for any trades, must comply at all times, in all respects with all applicable provisions of all Federal, State, County and Municipal laws, ordinances and statutes.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

The construction of this project shall comply with and meet all requirements of the Occupational Safety and Health Act of 1970, Public Law No. 91-596, 91 St. Congress, S.2193, December 29, 1970, including all amendments and bulletins.

- Remove &/or relocate temporary toilets when required, or as directed by the City.
- Cost of these requirements to be incidental to the contract.

PROJECT RECORD DOCUMENTS:

- The Contractor shall keep one set of contract documents upon which all "revisions" or "variations" are noted in red pencil. This set shall be turned over to the City at the end of the Project, as a condition precedent to issuance of Final Certificate for Payment.
- The Contractor shall be responsible for preparing and submitting all record drawings for underground utilities to the City within 30 days of the completion of the installation of the respective utility. Record drawings shall be accurate to within 0.1 feet horizontal and 0.1 feet vertical. Record drawings for the utilities shall be submitted in PDF and AutoCAD format.
- The Contractor shall provide four copies of a manual containing product safety/data sheets for all products installed in the project. Manuals shall be arranged as indicated in the Table of Contents of this project manual. Manuals shall be subject to approval of the City and be a prerequisite to approval of final payment.
- Special Requirements: The foregoing requirements shall be in addition to any special requirements for maintenance and operation instructions, or service, specified elsewhere in the Contract Documents.

PROJECT CLOSEOUT:

The following procedure is to be used for the project closeout.

- Near completion of the Project, the Contractor shall review the Project with the City on an inspection. A preliminary Punch List of a general nature will be made at this time.
- Upon completion of the Project, including the preliminary Punch List items, the Contractor shall advise the City in writing that the project is complete in every respect and is ready for final inspection.
- Upon receipt of the written notification from the Contractor, the City will make the final inspection so that a "substantially complete" Punch List may be issued.
- A "Certificate of Substantial Completion", will be issued to the Contractor upon satisfactory completion of the "substantially complete" Punch List items in accordance with the provision stated thereon.

APPROVED EQUALS

If proposed equals are not approved by the City, no additional compensation will be allowed to supply the equipment, materials, etc. specifically specified in the plans and specifications.

APPENDIX A
PREVAILING WAGE RATES – TAZEWELL COUNTY

This schedule contains the prevailing wage rates required to be paid for work performed on or after Monday, June 5, 2017 on public works projects in this County. Pursuant to 820 ILCS 130/4, public bodies in this County that have active public works projects are responsible for notifying all contractors and subcontractors working on those public works projects of the change (if any) to rates that were previously in effect. The failure of a public body to provide such notice does not relieve contractors or subcontractors of their obligations under the Prevailing Wage Act, including the duty to pay the relevant prevailing wage in effect at the time work subject to the Act is performed.

TAZEWELL COUNTY PREVAILING WAGE RATES EFFECTIVE SEPTEMBER 1, 2017

Trade Title	Region	Type	Class	Base Wage	Foreman Wage	M-F OT	OSA	OSH	HW	Pension	Vacation	Training
ASBESTOS ABT-GEN	NW	BLD		\$26.89	\$28.39	1.5	1.5	2	\$7.80	\$18.85	\$0.00	\$0.80
ASBESTOS ABT-GEN	NW	HWY		\$29.99	\$31.49	1.5	1.5	2	\$7.80	\$20.64	\$0.00	\$0.80
ASBESTOS ABT-GEN	SE	BLD		\$28.00	\$29.50	1.5	1.5	2	\$9.00	\$14.57	\$0.00	\$0.80
ASBESTOS ABT-MEC	All	BLD		\$32.78	\$35.28	1.5	1.5	2	\$12.12	\$11.70	\$0.00	\$0.72
BOILERMAKER	All	BLD		\$39.50	\$42.50	2.0	2.0	2	\$7.07	\$12.47	\$0.00	\$0.40
BRICK MASON	All	BLD		\$33.16	\$34.66	1.5	1.5	2	\$9.40	\$10.57	\$0.00	\$0.79
CARPENTER	All	BLD		\$32.01	\$34.26	1.5	1.5	2	\$8.45	\$17.10	\$0.00	\$0.54
CARPENTER	All	HWY		\$34.04	\$36.29	1.5	1.5	2	\$8.45	\$17.50	\$0.00	\$0.52
CEMENT MASON	All	BLD		\$30.52	\$32.27	1.5	1.5	2	\$8.26	\$16.40	\$0.00	\$0.50
CEMENT MASON	All	HWY		\$32.11	\$33.61	1.5	1.5	2	\$8.25	\$16.77	\$0.00	\$0.50
CERAMIC TILE FINISHER	All	BLD		\$30.86	\$30.86	1.5	1.5	2	\$9.40	\$10.57	\$0.00	\$0.77
ELECTRIC PWR EQMT OP	All	ALL		\$43.76	\$54.80	1.5	1.5	2	\$6.81	\$12.25	\$0.00	\$0.44
ELECTRIC PWR GRNDMAN	All	ALL		\$29.96	\$54.80	1.5	1.5	2	\$6.40	\$8.39	\$0.00	\$0.30
ELECTRIC PWR LINEMAN	All	ALL		\$48.61	\$54.80	1.5	1.5	2	\$6.96	\$13.61	\$0.00	\$0.49
ELECTRIC PWR TRK DRV	All	ALL		\$31.42	\$54.80	1.5	1.5	2	\$6.44	\$8.80	\$0.00	\$0.31
ELECTRICIAN	All	ALL		\$35.71	\$38.21	1.5	1.5	2	\$7.55	\$12.21	\$0.00	\$0.80
ELECTRICIAN	All	BLD		\$34.82	\$37.32	1.5	1.5	2	\$6.10	\$11.43	\$0.00	\$0.40
ELECTRONIC SYS TECH	All	BLD		\$28.00	\$30.00	1.5	1.5	2	\$7.10	\$11.44	\$0.00	\$0.40
ELEVATOR CONSTRUCTOR	All	BLD		\$43.43	\$48.86	2.0	2.0	2	\$15.28	\$15.71	\$3.47	\$0.60
GLAZIER	All	BLD		\$34.87	\$34.87	1.5	1.5	1.5	\$10.50	\$7.70	\$0.00	\$1.25
HT/FROST INSULATOR	All	BLD		\$43.70	\$46.20	1.5	1.5	2	\$12.12	\$12.96	\$0.00	\$0.72
IRON WORKER	All	BLD		\$32.41	\$34.31	1.5	1.5	2	\$10.66	\$15.47	\$0.00	\$0.54
IRON WORKER	All	HWY		\$36.82	\$38.82	1.5	1.5	2	\$10.66	\$15.47	\$0.00	\$0.64

Legend

OSA Overtime pay required for every hour worked on Saturdays

HW Health/Welfare benefit Explanations TAZEWELL COUNTY ASBESTOS - See Laborers

MILLWRIGHTS - See Carpenters PILEDRIERS - See Carpenters

Oil and chip resurfacing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete - Squeeze Cretes-Screw-type Pumps types; Screed Man on Laydown Machine; Wheel Tractors (Industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunneler; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Guries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor, Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koehring Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (all greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar Machines; Flaherty Spreader or similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screed; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

APPENDIX B
APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION

Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)



Illinois Department of Transportation

Apprenticeship or Training Program Certification

Return with Bid

Route
County
Local Agency
Section

Various

Tazewell

City of Pekin

All contractors are required to complete the following certification:

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidders' subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

- I. Except as provided in paragraph IV below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
- II. The undersigned bidder further certifies for work to be performed by subcontract that each of its subcontractors submitted for approval either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
- III. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)

APPENDIX C
AFFIDAVIT OF ILLINOIS BUSINESS OFFICE

Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)

RETURN WITH BID



Affidavit of Illinois Business Office

County Tazewell
 Local Public Agency City of Pekin
 Section Number _____
 Route 14th Street

State of Illinois)
) ss.
 County of Tazewell)

I, Michael L. Fehr of East Peoria, Illinois,
 (Name of Affiant) (City of Affiant) (State of Affiant)

being first duly sworn upon oath, states as follows:

1. That I am the President of Illinois Civil Contractors, Inc
 officer or position bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under this proposal, Illinois Civil Contractors, Inc, will maintain a
 (bidder)
- business office in the State of Illinois which will be located in Tazewell County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Michael L. Fehr
 (Signature)
Michael L. Fehr
 (Print Name of Affiant)

This instrument was acknowledged before me on 13th day of October, 2017.

(SEAL)



Mary K. Lindner
 (Signature of Notary Public)

Printed 9/28/2017

BLR 12326 (01/08/14)

Attachment: SKM_C554e17101816180 (1252 : 14th Street Guard Rail Revised Bid)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 16, 2017

From: Katy Shackelford, City Planner

Angie Evans, Finance/Accounting Contact

AGENDA ITEM: Signs and Awnings Pilot Extension

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: ORDINANCE TO AMEND PEKIN DOWNTOWN TIF SIGNS AND AWNINGS GRANT PILOT PROGRAM

DESCRIPTION: Downtown buildings and establishments define the street and are a major contributor to the character of the community. Clear and effective storefront signs have a large role to play in communicating the services and features offered Pekin's Downtown. The Downtown TIF **Sign & Awning PILOT Grant** encourages businesses to revamp their storefront signs and awnings. This grant supports the purchase and installation of perpendicular signs as well as awnings within the central business district. The grant is set to expire October 31, 2017 and a number of eligible applicants have requested an extension. The initial 3 month trial period has proved there is substantial interest, but the time limit has discouraged some who did not feel there was adequate time to complete the work.

FINANCIAL IMPACT: \$25,000

NEIGHBORHOOD CONCERNS: PRO: Implement aspects of the TIF redevelopment strategy to improve EAV within the district, enhance the physical elements of downtown to improve economic vitality and visual appeal to residents and visitors, enhance Downtown Pekin's unique sense of place, improve safety for pedestrians

CON: Inconvenience to businesses during installation

IMPACT IF APPROVED: Expanding number of grant participants and overall impact by increasing the time in which buildings could benefit from the Sign and Awning PILOT.

IMPACT IF DENIED: Projects underway may be abandoned.

ALTERNATIVES: Some applicants may currently be eligible for TIF 1 Façade Grants

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

√	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Ordinance No. to Amend Signs and Awnings Grant Pilot Program**Resolution No.**

<Insert Legislation Here>

**PASSED BY THE PEKIN CITY COUNCIL, STATE OF ILLINOIS AND APPROVED
THIS 23rd DAY OF OCTOBER, 2017**

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

A RESOLUTION FOR THE CREATION OF THE PEKIN DOWNTOWN TIF SIGNS AND AWNINGS GRANT PILOT PROGRAM, OF THE CITY OF PEKIN, ILLINOIS

WHEREAS, the City of Pekin has reviewed the Pekin Downtown TIF Signs and Awnings Grant Pilot Program for the TIF 1 District and; and

WHEREAS, the eligible grant uses for approval will be in accordance with the State of Illinois statutes and;

WHEREAS, after preparation and research by staff of similar successful programs in TIF Districts in the State of Illinois, it is in the best interest of the City of Pekin to adopt this newly created TIF 1 program as follows:

Pekin Downtown TIF Signs and Awnings Grant Pilot Program

The Central Business District TIF was established to assist Downtown Pekin with improvements to improve economic viability, make the district more attractive, pedestrian-friendly, and distinctive. Downtown buildings and establishments define the street and are a major contributor to the character of the community. Clear and effective storefront signs have a large role to play in communicating the services and features offered in Pekin. The **Signage & Awning Grant Pilot Program** encourages businesses to revamp their storefront signs and awnings. This grant supports the purchase and installation of perpendicular signs as well as awnings within the downtown cores. This grant matches local cash contributions up to **\$2,500.00**.

Usage of Funds

The Sign & Awning Grant may be used towards the restoration of an old sign or awning or the design and purchase of a new sign or awning. Applicants may additionally apply for more comprehensive storefront improvement funds through the Façade Improvement Program Grant. Applications will be accepted until grant funds have been exhausted or October 1, 2017.

Eligibility Criteria:

Properties located within the Pekin Central Business TIF are eligible to apply.

In order to qualify for a Sign and Awning Grant:

- Applicant must be Owner of property or occupant of property with written consent of Owner to participate in program; proof of ownership will be required.
- To be eligible to receive a grant, property must be current on any and all tax and mortgage payments and must also comply with all applicable City codes.

- Applicants may be eligible for one perpendicular sign and/or awning grant per storefront. Applicants may additionally apply for the facade improvement grant
- Projects must not have commenced prior to the awarding of the requested grant.
- **Projects must be completed by October 31st, 2017. Extensions are not granted. If money is not spent it will be deemed an incomplete project.**
- Applicants will generally provide a minimum 50% cash contribution towards the total cost of the project for which they are applying for a grant.
- Taxes are the full responsibility of the applicants.
- Projects must demonstrate a contribution to the overall quality of the streetscape of the community.
- Grant recipients are encouraged to become members of their Pekin Area Chamber of Commerce or Pekin Main Street.

Upon Grant Approval:

- Funds will be distributed upon inspected project completion.
- Owner/Applicant is responsible for scheduling City inspection upon project completion.
- The City will require Owner/Applicant to produce invoices, bills or statements and proof of payment in the form of receipts and/or copies of checks accounting for the expenditure of funds towards the project's completion and the City may choose to issue checks directly to contractors for work performed.

WHEREAS, funding remains available after at least four applicants have participated and up to nine others have declared interest, and;

WHEREAS, additional time is needed to ensure all interested parties can participate and complete their installation in a reasonable timeframe;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pekin, Illinois, that the City of Pekin, hereby amend the Pekin Downtown TIF Signs and Awnings Grant Pilot Program by extending the program an addition 9 months, to expire July 31, 2018.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this ____ day of _____, 2017; and upon roll call the vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this ____ day of _____, 2017.

MAYOR

ATTEST:

CITY CLERK



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 17, 2017

From: Sarah Newcomb, Human Resources Dir

Angie Evans, Finance/Accounting Contact

AGENDA ITEM: OpenGov Budget Builder with Wdesk

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: Approve amended agreement with OpenGov to include Budget Book powered by Wdesk.

DESCRIPTION: The City of Pekin currently uses OpenGov as its transparency tool and in effort to close that circle, the finance department requests the addition of their Budget Book module. The Budget Book module will tie into the general ledger information that is currently on the transparency site, create single source information throughout the entire budget, which helps reduce errors in calculations over numerous spreadsheets, track changes and adjustments, allow multiple people to work on the budget document at the same time, and put the finance department on the path to a GFOA accepted budget. The product also has a forecasting feature which allows for multiple year compensation plans and estimates. This feature could be used prior to and throughout contract negotiations to estimate the impact of proposals.

FINANCIAL IMPACT: \$15,700.00 (\$12,400.00 SaS and \$3,000 deployment fee for first budget book)

NEIGHBORHOOD CONCERNS: n/a

IMPACT IF APPROVED: Implementation will begin and the product will be used for the FY 18-19 budget either in part or in entirety depending on the timing.

IMPACT IF DENIED: The finance department will continue to collect spreadsheets from all departments and enter information into Springbrook, then create the spreadsheets, tables, charts, and narratives that are combined to create the preliminary and final budget documents.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY: Strategic Management Plan page 20 # 4: The budget should be more of an output, or services-oriented document...

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more

than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

OPENGOV, INC. SOFTWARE AGREEMENT



OpenGov, Inc.
955 Charter Street
Redwood City, CA 94063
United States

Created Date 9/15/2017
Contract Effective Date 9/15/2017
Contract End Date 6/14/2023

Prepared By
Title
Email Address

Eric DiProspero
Account Executive
ediprospero@opengov.com

CUSTOMER INFORMATION

Contact Name	Sarah Newcomb	Bill To Name	City of Pekin, IL
Phone	(309) 478-5380	Bill To Address	111 South Capitol St.
Email Address	snewcomb@ci.pekin.il.us		Pekin, IL 61554

ORDER DETAILS

Product	Effective Date	End Date	Annual Fee
OpenGov Budget Book powered by Wdesk	9/15/2017	6/14/2023	\$12,400.00
OpenGov Reporting & Analysis	5/26/2017	6/14/2023	\$11,000.00
OpenGov Budget Book powered by Wdesk - Premium On-Boarding Package	9/15/2017		\$0.00
OpenGov Budget Builder	6/15/2018	6/14/2023	\$9,995.00
OpenGov ERP Integrations	6/15/2018	6/14/2023	\$3,720.00

Billing Frequency Annual (See Chart Below)

Billing Date	Amount Due
September 15, 2017	\$12,300.00
June 15, 2018	\$37,717.74
June 15, 2019	\$37,115.00
June 15, 2020	\$37,115.00
June 15, 2021	\$37,115.00
June 15, 2022	\$37,115.00

Welcome to OpenGov! Thanks for using our software. This Software Agreement ("Agreement") is entered into between OpenGov, Inc., with its principal place of business at 955 Charter Street, Redwood City, 94063 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Agreement includes and incorporates the OpenGov Terms and Conditions attached as Appendix A. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

SIGNATURE

Customer: City of
Pekin, IL

OpenGov, Inc.

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

TERMS AND CONDITIONS

APPENDIX A

OpenGov Terms and Conditions

1. SOFTWARE SERVICES

1.1 Subject to the terms and conditions of these OpenGov Terms and Conditions (the "Agreement"), OpenGov will use commercially reasonable efforts to perform the software services (the "Software Services") identified in the applicable Software Agreement entered into by OpenGov and Customer ("Software Agreement").

1.2 Customer understands that OpenGov's performance depends on Customer timely providing OpenGov with a copy of the Customer's chart of accounts in .csv or .xls format. In addition, Customer agrees to provide OpenGov with five or more years of general ledger data, also in .csv or .xls format, including budget data for the current year and actual expense and revenue data for past years. Any dates or time periods relevant to OpenGov's performance will be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. OpenGov shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

2.2 Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

2.3 Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

3. OWNERSHIP. OpenGov retains all right, title, and interest in the Software Services and all intellectual property rights (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

4. CONFIDENTIALITY. Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5. DATA LICENSE. Customer grants OpenGov a non-exclusive, transferable, perpetual, worldwide, and royalty-free license to use any data or information submitted by Customer to OpenGov for the development of new software or the provision of the Software Services.

6. PAYMENT OF FEES. The fees for the Software Services ("Fees") are set forth in the applicable Software Agreement. Customer shall pay all Fees within thirty (30) days after the date of OpenGov's invoice, which shall be billed as of the Effective Date. Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales

OPENGOV, INC. SOFTWARE AGREEMENT

Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes.

7. TERM & TERMINATION

7.1 Subject to compliance with all terms and conditions, the term of this Agreement shall be from the Effective Date and shall continue until the End Date specified on page one (1) of the Agreement. The Customer will be billed according to the Billing Frequency as specified above. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement immediately upon notice.

7.2 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

7.3 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. WARRANTY AND DISCLAIMER

8.1 OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

8.2 Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to OpenGov for use in and in connection with this Agreement, or possesses the necessary authorization thereto; (iii) OpenGov's use of such materials in connection with the Software Services will not violate the rights of any third party and (iv) it will not transfer any Personally Identifiable Information ("PII") to the Software Services platform.

8.3 OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

10. MISCELLANEOUS. Capitalized terms not otherwise defined in these Terms and Conditions have the meaning set forth in the applicable Software Agreement. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to OpenGov). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement (including the Software Agreement) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under

OPENGOV, INC. SOFTWARE AGREEMENT

this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

APPENDIX B

OpenGov Service Level Metrics

1. **SCHEDULED DOWNTIME.** When needed, OpenGov will schedule downtime for routine maintenance or system upgrades ("Scheduled Downtime") for its Services. OpenGov shall exercise commercially reasonable efforts to schedule Scheduled Downtime outside of peak traffic periods. OpenGov will notify Customer's designated contact at least twenty-four (24) hours prior to the occurrence of Scheduled Downtime.

2. **SYSTEMS ACCESSIBILITY WARRANTY.**

A. The Services will be accessible 99.9% of the time, 7 days of the week, and 24 hours per day, as calculated over a calendar month ("Systems Accessibility Warranty"). Such System Accessibility Warranty shall not apply to, and OpenGov will not be responsible for, any inaccessibility which: 1) results from Scheduled Downtime, including a maintenance period every Tuesday from 6:00pm Pacific Time to 11:00pm Pacific Time; 2) results from a failure of equipment, software or services not under the direct control of OpenGov; 3) results from the failure of communication or telephone access service or other outside service or equipment not the fault of OpenGov; 4) is caused by a third party not under OpenGov's control; or 5) is a result of causes beyond the reasonable control of OpenGov, including any force majeure event. To the extent solely under OpenGov's control, OpenGov shall be responsible for monitoring and maintaining adequate controls over Customer Data transmissions and storage. OpenGov shall be solely responsible for setting applicable data processing and transmission parameters.

B. If the Services experience Downtime, then as Customer's sole and exclusive remedy, and OpenGov's sole and exclusive financial liability and obligation, Customer is entitled to a Service Level Credit equal as follows:

Monthly Uptime Percentage	Percentage of monthly bill for Services to be credited to future monthly bills of Customer
99.00% - < 99.9%	10%
95.00% - < 99.00%	25%
< 95.00%	50%

- "Downtime" means that for a valid request by our external verification service, made on no less than a minutely basis, results in a server error (HTTP status 5XX or the server response takes 3 or more minutes).
- "Downtime Period" means a period of fifteen consecutive minutes of Downtime. Intermittent Downtime for a period of less than fifteen minutes will not be counted towards any Downtime Periods.
- "Monthly Uptime Percentage" means total number of minutes in a month, minus the number of minutes of Downtime suffered from all Downtime Periods in a month, divided by the total number of minutes in a month.

C. To receive a Service Level Credit, Customer must submit a written request for Service Level Credits to Customer's designated account manager or the OpenGov support team. To be eligible, the request must (i) include the dates and times of each incident of Downtime experienced by Customer in the preceding month; and (ii) be received by OpenGov within thirty days after the end of the current monthly period in which the Downtime occurred.

D. Upon receipt of a Service Level Credit request in compliance with the above requirements, OpenGov shall have 30 days to review the request and to validate the information provided. If OpenGov determines in good faith that the Services failed to meet the Systems Accessibility Warranty as alleged in such a request, then OpenGov will apply such Service Level Credits to Customer's next billing period. Customer's failure to comply with the provisions of Section 2.C. above will disqualify it from receiving a Service Level Credit.

E. Customers whose accounts are past due, delinquent, and/or not in good standing at any time during the service month of a given service outage are not eligible for a credit.

APPENDIX C

OpenGov Support Services

1. **Support.** Customer support is available via email 12 hours per day, Monday through Friday, excluding OpenGov' corporate designated holidays. See below for a list of holidays observed by OpenGov. Problems may be reported any time, however, OpenGov will not be obligated to assign work after business hours (9 a.m. to 5 p.m. Pacific Time).
2. **Liaisons.** On or before the Activation Date, Customer and OpenGov shall each designate a liaison as a respective point of contact for technical issues. Each party may change such liaison upon written notice from time to time at reasonable intervals. OpenGov will not be obligated to provide support to any person other than the Customer's designated liaison.
3. **Holidays.** OpenGov observes the following holidays: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas

OpenGov Budget Book™ powered by Wdesk

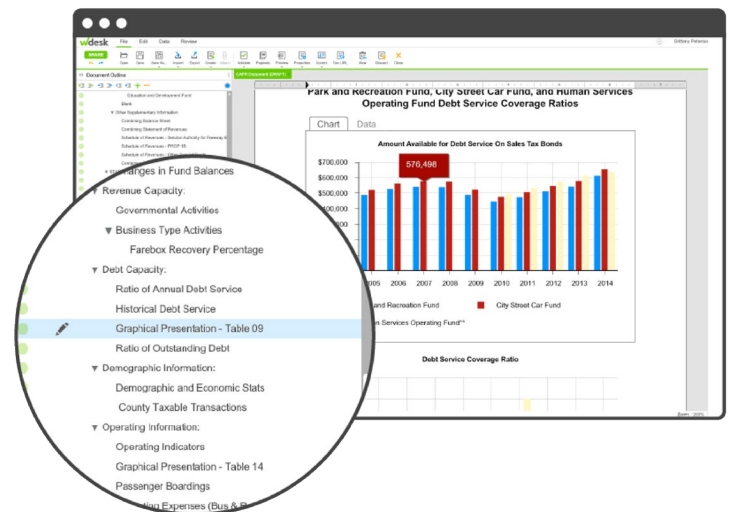
Faster, Easier Document Creation

Create, edit, and publish your budget book without the headache of conflicting versions, tedious manual updates, or recreating graphs and tables.

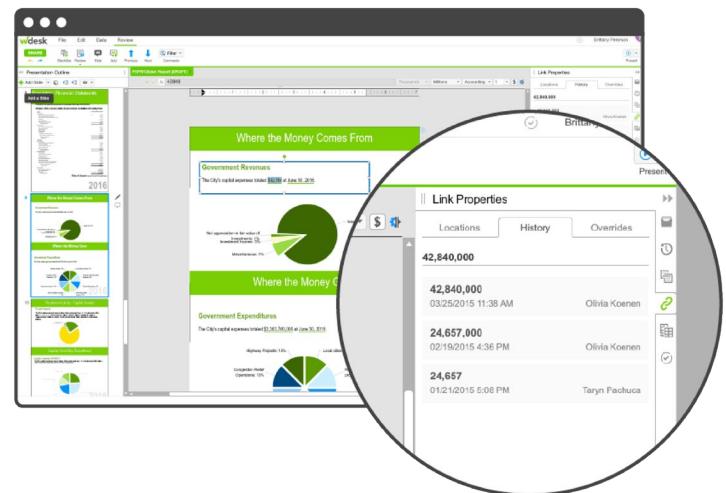
Focus on Strategy, Not Clerical Work

OpenGov Budget Book™ powered by Wdesk is an online workspace to manage the entire document creation process. Creating the budget book, from draft to final version, is now faster and easier than ever.

- **Control the Narrative:** Enhance the written narrative and better communicate strategic goals, organizational priorities, decision-making processes by reallocating time spent on manual data updates.
- **Reallocate Time to High-Priority Projects:** By streamlining the budget creation and document publishing process, OpenGov's end-to-end budgeting solution allows you to reallocate time to other high priority projects.



Empower managers and staff to draft, collaborate, and submit changes to the budget book in one easy-to-use platform.



Make updates easy and eliminate the need for tedious revisions by linking charts and tables to the source data.

Create a Single Source of Budget Truth

Instead of maintaining multiple versions for multiple departments and manually merging changes, the entire team can iterate on one collaborative, definitive document. Because all changes are saved online, you can always see or restore content from older versions. Only authorized users can make changes, all of which are automatically logged. OpenGov Budget Book™ powered by Wdesk is always backed up and secure online, providing access to authorized users from anywhere at any time.

Improve Outcomes with One Integrated Solution

Your job doesn't end when the budget is published, so OpenGov is there for you throughout the year. The OpenGov Smart Government Cloud™ helps you operate to the budget with advanced reporting and operational intelligence while leveraging comprehensive transparency and open data to engage your community.

Build a Sustainable and Repeatable Process

We take care of creating the document template and equip your team with world-class support. Unique data linking gives you a framework for years of use, significant gains in productivity, and fewer headaches.

Collaborate More Effectively and Efficiently

OpenGov Budget Book™ powered by Wdesk empowers stakeholders from across the organization to contribute as needed on an easy-to-use, online platform, just like creating the budget itself in OpenGov Budget Builder™. Stakeholders, from analysts to department heads and more, can easily view and comment on the draft budget document in context, fostering better communication, faster collaboration, and reduced confusion from lengthy email threads and multiple Excel versions.

The Power of the Network

With over 1,500 governments in the OpenGov Network, easily access and compare spending to see how other governments address similar challenges.



STATE OF
OHIO



CITY OF
FORT LAUDERDALE



DISTRICT OF
COLUMBIA



CITY OF
SAN DIEGO



NOBLES COUNTY
MINNESOTA



CITY OF
MCKINNEY

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REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 17, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Hanson Airport Retainer Agreement

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: To approve the five year retainer agreement with Hanson Professional Services for the engineering services for the Pekin Municipal Airport

DESCRIPTION: This agreement is for a five year retainer with Hanson Professional Services for engineering services for the Pekin Municipal Airport for its Airport Improvement Program (AIP). The federal requirement is that a qualification based selection must be utilized for professional services if the fees exceed \$20,000 for any project utilizing federal money. The Airport Improvement Program is federally funded thus requiring the City to solicit qualifications through the Illinois Department of Transportation Division of Aeronautics for engineering services. Hanson was selected from that request. This retainer agreement will authorize the City to utilize Hanson for engineering services for the projects listed in the agreement and/or five years, whichever occurs first. The projects were determined from the Pekin Municipal Airports Long Range Plan and the corresponding Transportation Improvement Program for the next five years. There is no fee associated with this agreement as each engineering agreement for the projects will be negotiated and brought before council. This agreement allows the City to utilize Hanson without requesting qualifications for each project.

FINANCIAL IMPACT: The fees for each engineering project listed in the retainer agreement will be negotiated separately within the guidelines of the State with regards to Airport Improvement Program. There is no fee associated with this agreement

NEIGHBORHOOD CONCERNS: N/A

IMPACT IF APPROVED: Hanson will be selected to perform the engineering services for the airport for the projects listed in the agreement for the Airport Improvement Program.

IMPACT IF DENIED: Request for qualifications will need to be sought each year for each project that utilizes more than \$20,000 for engineering fees for Airport Improvement Program.

ALTERNATIVES: None

RELATED TO EFFICIENCY STUDY: a five year capital improvement plan for the Pekin Municipal Airport utilizing the federal Airport Improvement Program.

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
√	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

**AGREEMENT FOR CONSULTANT SERVICES
(RETAINER AGREEMENT)**

THIS AGREEMENT, made at Pekin, Illinois, this _____ day of _____, in the year 2017 by and between the
City of Pekin, Illinois

(sometimes hereinafter also referred to as the "Owner", or "Sponsor"), as Party of the First Part, and
Hanson Professional Services Inc. (Hanson)

(hereinafter referred to as the "Consultant"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program, in stages, of a public air navigation facility known as Pekin Municipal Airport (hereafter referred to as "Airport"), in Tazewell County, State of Illinois; and

WHEREAS, the Owner wishes to have the Engineer available to perform certain projects as described in the Owner's development program; and

WHEREAS, the development program shall be described as:

1. HMA overlay of runway, taxiway approach and turn-around pavements; remarking and landscaping items. Project includes remaining pavement repairs, and repairs and sealing that develop within time of programming and construction;
2. Installation of weather observation equipment and associated site work to provide basic weather information to pilots;
3. Upgrade existing perimeter fence to 8' Class E fence in frontal areas;
4. Construct access taxiways and access road extension to T-hangar site;
5. Construction of T-hangars;
6. Construction of a new fuel farm and underground tanks;
7. Preparation of project pre-applications/applications and Transportation Improvement Program (T.I.P.) sheets; and
8. Update of the Exhibit A.

WHEREAS, the Department of Transportation, Office of Intermodal Project Implementation-Aeronautics, State of Illinois is the authorized Agent of the Owner under the proposed development program (it may be hereinafter referred to as "Aeronautics");

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with projects assigned to the Engineer by the Owner under the development program.

Attachment: C15-Retainer Agreement-20170923-Draft (1250 : Hanson Airport Retainer Agreement)

NOW, THEREFORE, for and in consideration of the mutual promises made by the parties hereto, **IT IS MUTUALLY COVENANTED AND AGREED** as follows:

I. ENGINEERING SERVICES

- A. As an independent contractor, the Engineer agrees to furnish and perform various professional engineering services in accordance with the usual and customary standards for such services in the local area, applicable legal standards and State of Illinois, Office of Intermodal Project Implementation-Aeronautics and Federal Aviation Administration requirements, upon request of the Owner and its principal representative, for the preparation of the above referenced projects. The parties mutually acknowledge that Owner may or may not currently possess funding for many of the aforementioned tasks (recitals above). Therefore this Agreement does not obligate the Owner to proceed with all of the aforementioned tasks described, and the Owner reserves the right to not utilize the Engineer for some or all of these tasks during the term of this Agreement.
- B. When the Owner elects to proceed with a project, the parties hereto agree to negotiate in good faith and to execute an Agreement for Architectural, Engineering and Planning Services for Airports covering the specifically defined parts of the scope of work which are to be funded under a specific project. The Agreement(s) will cover the Design, Construction, and Planning and Special Services Phases of the specific project. Should the Owner and Engineer not reach agreement on services and/or conditions within 30 calendar days, either party may, after written notice, terminate this Agreement, in whole or in part. No fees will be earned or payable until the agreement on services and/or conditions is finalized and approved by the Owner, except for any preparatory work such as surveys, investigations, etc. previously authorized by the Owner.

II. CHARGES FOR ENGINEERING SERVICES

- A. The Owner agrees to pay the Engineer as compensation for rendering the professional engineering services herein above described in Section I, Paragraphs A and B, as agreed to between the parties.
- B. For services of the Engineer provided at the request of the Owner that are not otherwise included as a part of a specific project Agreement, the Engineer will be compensated for its reasonable and customary charges, after prior written acceptance of the proposed charges by the Owner, and only for those tasks performed which are not made necessary due to the fault or error of the Engineer.
- C. The Owner by a written thirty (30) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Engineer shall: (1) immediately discontinue services affected (unless the notice directs otherwise), and (2) deliver to the Owner available data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have accumulated by the Engineer in performing this agreement whether completed or in process. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Engineer had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner.

III. SPECIAL CONDITIONS

- A. The Owner acknowledges the Engineer's drawings and specifications, including available documents on electronic media, and basic survey notes and sketches, charts, computations and other data produced by the Engineer under this Agreement are instruments of the

Engineer's professional service. Nevertheless, the information, drawings and specifications prepared under this Agreement shall become the property of the Owner upon completion of the services and payment in full of all monies due to the Engineer.

The Engineer may remove any information from any drawings, computer disks, tracings, construction plans, specifications, maps, survey notes and sketches, charts, computations and other data deemed to be proprietary, copyrighted or confidential in nature. The Owner will not make or permit to be made any modification to the drawings and specifications, as approved, without the prior written authorization of the Engineer. The Owner agrees to waive any claim against the Engineer arising from any unauthorized transfer, reuse or modification of the information, drawings and specifications.

- B. The Engineer shall proceed to furnish engineering services on any part of the scope of work, after the request has been made in writing by the Owner.
- C. Each party binds himself, his partners, successors, executors, administrators and assigns, to the other party of this Agreement and to the partners, successors, executors, administrators and assigns for such other party as to all covenants of this Agreement.
- D. Unless otherwise terminated as provided herein, this agreement expires upon final approval and acceptance of the completed project(s) listed in the development program or within **five (5) years** of the execution of this agreement, whichever occurs first.
- E. The Engineer agrees to conduct the services in compliance with the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity", as amended.
- F. The Engineer agrees that the Owner, Aeronautics, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Engineer which are directly pertinent to the specific grant program for the purpose of making audit, examination, excerpts and transcriptions.

IV. SPECIAL PROVISIONS

- A. If any of the services outlined in Section I are furnished by the Engineer by obtaining such services outside the Engineer's organization, the Engineer shall provide an executed contract between the person(s) or firm and the Engineer outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the Owner for approval prior to the services being performed.
- B. This agreement shall be construed and enforced in accordance with the laws of the State of Illinois and Owner and Engineer hereby consent to the jurisdiction of said State.
- C. During the performance of this contract, the Engineer, for itself, its assignees and successors in interest agrees as follows:
 - 1. The Engineer shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 3. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 4. The Engineer shall provide available information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records accounts, other sources of information, and its facilities as may be determined by the Owner or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
 5. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Owner shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the Engineer under the contract until the Engineer complies, and/or,
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
 6. The Engineer shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.
- D. The Engineer agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.
- E. Except as otherwise provided for under this Agreement regarding obligations from early termination in Paragraph II. C., the Owner may terminate this agreement in whole or in part for its sole convenience by furnishing written sixty (60) day notice of such termination to the Engineer. If a contract for a specific project is terminated for convenience or if a default termination of a specific project agreement is converted to a termination for convenience under paragraph II.C., above, the Owner will be obligated to compensate the Engineer for the work performed prior to the termination and a reasonable profit on that portion of the work which was remaining to be completed but was not fully performed as of the date the

Engineer was informed of the Owner's decision to terminate, except profit paid to the Engineer shall be limited to the standard percentage applied solely to the amount of work that has been completed by the Engineer at the time of the stop work notice.

- F. The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535; and Federal guidance included in 49 CFR Part 18.36, FAA Order 5100.38, and FAA AC 150/5100-14 (current at time of selection), in the procurement of the services covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Pekin ,
 Illinois, this _____ day of _____ , 2017.

CITY OF PEKIN, ILLINOIS

ATTEST:
 (SEAL)

 BY: _____
 TITLE: _____

 BY: _____
 TITLE: _____

37-6002169

Federal Employer's Identification Number
 (F.E.I.N.)

HANSON PROFESSIONAL SERVICES INC.

ATTEST:
 (SEAL)

 BY: **Robert A. Waller**
 TITLE: **Assistant Vice President**
91932-00

Illinois Human Rights Number

 BY: **Dennis J. Hollahan**
 TITLE: **Vice President/Secretary**
37-0844717

Federal Employer's Identification Number
 (F.E.I.N.)

Attachment: C15-Retainer Agreement-20170923-Draft (1250 : Hanson Airport Retainer Agreement)



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 17, 2017

From: Michael Guerra, City Engineer

AGENDA ITEM: Airport Bathroom Remodel

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: To award the bid and issue the contract for the Pekin Municipal Airport Bathroom Renovations to Craft Building Services Inc. in the amount of \$27,700.00

DESCRIPTION: This project is to remodel the bathrooms at the Pekin Municipal Airport to make them ADA accessible. Currently the bathrooms date back to the original construction of the terminal and not accommodating to visitors with disabilities. During the current update to the City's ADA transition plan, this bathrooms were identified as a priority for the City to upgrade due to the limitations the pose for the people with disabilities. This past year the City received a complaint about the accessibility of the bathrooms thus requiring to the City to make arrangements to improve the bathrooms. For this project the City received three bids with Craft Building Services being the lost bid at \$27,700. The City had estimated it would cost \$30,000 for this project therefore the bid is within estimate and it is recommended to award the bid and issue the contract with Craft Building Services.

FINANCIAL IMPACT: \$27,700 planned in the Airport Budget

NEIGHBORHOOD CONCERNS: Having public restrooms that are not accessible to all potential users of the airport.

IMPACT IF APPROVED: The bid will be awarded and the contract will be issued to Craft Building Services. Work on the remodeling of the bathrooms will begin.

IMPACT IF DENIED: The bid will not be awarded and the contract will not be issued. Work on the remodeling of the bathrooms will not begin.

ALTERNATIVES: none

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark ✓ and paste it to the left of the relevant theme.]

A Prosperous Community. To promote and sustain a balanced economy that

	supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
✓	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Bidders Tab for Airport Bathroom Remodal Project

Bid Opening 11-Oct-17
 Bid Time 2pm

Name of Bidder	Addendum Acknowledge	Bid
Craft Building Services, Inc. 213 Muller Road Washington, IL 61571	Yes	27,700.00
GIVSCO Construction Company 2321 Lakeshore Drive Pekin, IL 61554	Yes	51,850.00
Thomposon Brothers Inc. P.O. Box 313 Pekin, IL 61555	Yes	34,400.00

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Pekin, IL ("Owner") and
Craft Building Services, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 *Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:* Pekin Municipal Airport Restroom Renovations

ARTICLE 2 – THE PROJECT

The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The general scope of work will include but not limiting to the following:

1. The renovation of both the men's restroom and women's restroom, approximately 45 square feet each.
2. The contractor shall be responsible for demolition of the existing bathrooms per the plans.
3. Furnishing and installing vinyl tile flooring in both bathrooms and as needed in hallway
4. Constructing new stud walls with water resistant gypsum board, paint, and vinyl base.
5. Furnishing and installing acoustical ceiling tiles.
6. The entire restroom must be ADA-compliant. The contractor will be responsible for furnishing and installing all hand bars, fixtures, doors, and hardware in accordance with the plans.
7. The contractor shall be responsible for all plumbing piping required for the reconfiguration of the bathroom included by not limited to the water supply lines, drain lines and vent pipes.
8. The contractor shall be responsible for rewiring associated with the relocation of any electrical components needed to achieve the design of the bathroom.
9. The contractor shall be responsible for maintaining a clean work site during and after construction. This will include placement of barriers to keep dust concentrated in the construction area.
10. All work shall conform to Local, State and Federal codes for construction.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been prepared by City of Pekin, Engineering Department (“Engineer”) with the assistance of Farnsworth Group.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment, as stated in the Contract Documents, are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially completed within 30 days after the date of the Notice to Proceed.

4.03 *Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract could provide difficulties for the Owner. The parties recognize that delays, and expense could occur resulting in a legal or arbitration proceeding for the actual loss suffered by Owner, if the Work is not completed on time for a breach of contract.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For the Base bid of \$27,700.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in the form of an invoice with all corresponding payroll certifications. Applications for Payment will be processed by the Engineer.

6.02 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by the Engineer.
- B. Contractor will retain title and possession of all material and equipment furnished by them under terms of this contract until final payment has been made.

ARTICLE 7 – INTEREST (NOT USED)**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Requirements listed in the Request for Proposal (Attached, inclusive).
 - 3. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (inclusive).
 - b. Current Prevailing Wage Rates.
 - 4. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented with mutual consent.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on (which is the Effective Date of the Contract).

OWNER: City of Pekin, IL

CONTRACTOR: Craft Building Services, Inc.

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

111 S. Capitol Street
Pekin, IL 61554

Address for giving notices:

License No.:
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Attachment: airport bathroom contract 10-23-2017 (1251 : Airport Bathroom Remodel)



Request for Bids
for

Pekin Municipal Airport Restroom Renovations

City of Pekin
Public Works & Engineering Department
Pekin, IL

September 2017

Attachment: airport bathroom contract 10-23-2017 (1251 : Airport Bathroom Remodel)



City of Pekin

Department of Public Works

Introduction:

The existing bathroom at the Pekin Airport is not up to current ADA accessibility standards. Therefore, the City of Pekin is requesting bids for the Pekin Airport Restroom Renovation.

Scope of Work:

The general scope of work will include but not limiting to the following:

1. The renovation of both the men's restroom and women's restroom, approximately 45 square feet each.
2. The contractor shall be responsible for demolition of the existing bathrooms per the plans.
3. Furnishing and installing vinyl tile flooring in both bathrooms and as needed in hallway
4. Constructing new stud walls with water resistant gypsum board, paint, and vinyl base.
5. Furnishing and installing acoustical ceiling tiles.
6. The entire restroom must be ADA-compliant. The contractor will be responsible for furnishing and installing all hand bars, fixtures, doors, and hardware in accordance with the plans.
7. The contractor shall be responsible for all plumbing piping required for the reconfiguration of the bathroom included by not limited to the water supply lines, drain lines and vent pipes.
8. The contractor shall be responsible for rewiring associated with the relocation of any electrical components needed to achieve the design of the bathroom.
9. The contractor shall be responsible for maintaining a clean work site during and after construction. This will include placement of barriers to keep dust concentrated in the construction area.
10. All work shall conform to Local, State and Federal codes for construction.
11. All work must be completed within 30 days from the Notice to Proceed

Work Not Included or to be Contracted Separately:

The existing water supply to the building and the electricity feed.
Towel and soap dispensers.

Bid Requirements:

The work will be performed with the following requirements:

1. All contractors need to follow the Illinois Prevailing Wage Act, 820 ILCS 130/.01 and furnish the

- city with an Illinois Department of Labor Certified Transcript of Payroll or an equivalent form for work performed including any subcontractors.
- 2. Have on file a certificate of their Substance Abuse Prevention Program
- 3. Provide all necessary scheduling of construction and administration of contract with subcontractors

Submittal Requirements:

The following are the minimum requirements of information that the Consultant must submit in the proposed format.

- 1. Firm Information
 - a. Company Background and Overview
 - b. Office locations including distribution of workload (if applicable)
 - c. Primary contact person
- 2. Evidence of Past Work
 - a. Provide detailed examples of representative project experience
 - b. List of client references with contact information where similar work was performed, preferably three (3) references
- 3. Bid
 - a. Total Bid price
 - b. Alternatives may be offered from the base bid but must be separate from the base bid with description and cost associated with alternate.
- 4. Warranty
 - a. One Year Warranty on all work associated with the bathroom remodel
- 5. Insurance
 - a. Proof of insurance for all contractors including subs

Right to Reject all Bid Submittals

The City reserves the right to reject any or all submitted bids, and no representation is made that any contract will be awarded in pursuant to the Request for Bids. All costs incurred in the preparation of the submittal, in the submission of additional information, and/or in any other aspect of a submittal prior to award of a written contract will be the sole responsibility of the respondent. The City will provide staff assistance and documentation as referred in this request. All submittals to the City will become the property of the City.

Critical Dates

- 1. Bid Deadline

Request for Bids shall be submitted by October 11, 2017 by 2 p.m. (CST) where they will be opened and read aloud.

RFBs may be hand delivered or mailed to:

City of Pekin
Public Works & Engineering Dept.
111 S. Capitol St.
Pekin, IL 61554

RE: RFB Airport Bathroom Renovations

All mailed proposals must be received by the City by 2 p.m. on October 11, 2017.

The contractor is encouraged to visit the site and can be scheduled upon request. The address of the site is 13906 Airport Lane, Pekin, IL 61554. Any questions shall be received within 7 days prior to the due and should be addressed to:

Michael Guerra
City Engineer
111 S. Capitol Street
Pekin, IL 61554
Ph: (309) 478-5348
Fax: (309) 346-2095
Email: mmguerra@ci.pekin.il.us

Or

Josie Esker
Project Engineer
111 S. Capitol Street
Pekin, IL 61554
Ph: (309) 478-5399
Email: jaesker@ci.pekin.il.us



City of Pekin

Department of Public Works

BID FORM

For Bids Due: OCTOBER 11, 2017 @ 2pm.

Name of Bidder: CRAFT BUILDING SERVICES, INC.

Point of Contact: JEFFREY D. CRAFT

Phone No: (309) 886 - 3242 Fax: (309) 886 - 3675

Email: jcrafft@craftbuilding.com

Acknowledgement of Addendums numbered 1 and their contents are included in the proposal.

The undersign, representing that they have read and understands the Bidding Documents and that this bid is made in accordance therewith, that has familiarized themselves with the project including the site and any local conditions under which the Work is to be performed, and that the bid is based upon the materials, systems and equipment described in the Bidding Documents without expectation, hereby proposes and agrees to provide all labor, materials, systems and equipment, supplies, transportation and other facilities required to execute the work described by the aforementioned documents for the lump sum

Estimated Cost not to Exceed: \$ 27,700

The Owner shall the right to reject any or all bids, and to waive any informality or irregularity in any bid received. The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirements has been or shall be violated in making or accepting this bid, in awarding the contract to them or in the prosecution of the work required; that the bid is legal and firm; that they have not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of the notice to award of the bid, the Bidder shall, within twenty (20) calendar days, execute the contract in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

Attachment: airport bathroom contract 10-23-2017 (1251 : Airport Bathroom Remodel)



Signatures

(If an individual)

Signature of _____

Business _____

(If a partnership)

Firm _____

Signed _____

Business _____

Insert
Names and
Addresses of
All Partners

}

(If a corporation)

Corporate Name CRAFT BUILDING SERVICES, INC.

Signed By Jeffrey D. Craft

Business 213 MULLER ROAD

President

WASHINGTON, IL 61571

Insert
Names of
Officers

}

President

JEFFREY D. CRAFT

Secretary

KIMBERLEY J. CRAFT

Treasurer

-

Attest

Kimberley J. Craft

Secretary

Date:

10-11-17

Attachment: airport bathroom contract 10-23-2017 (1251 : Airport Bathroom Remodel)

Bathroom Remodel Specifications

USE – RESTROOMS

CODE – IBC 2006

FRAME –

- 2x4 WOOD OR ALUMINUM STUDS

FLOORS:

- 12"x 12" VCT 1/8" BLOCK
- ARMSTRONG FLOORING IMPERIAL TEXTURE OR EQUAL
- COLOR BY AIRPORT MANAGER

WALLS:

- 5/8" AMERICAN WATER RESISTANT GYPSUM BOARD, SMOOTH FINISH, PAINTED WITH COLOR BY AIRPORT MANAGER
- 6" VIYNL BASE THROUGHOUT, COLOR BY AIRPORT MANAGER

INTERIOR DOORS:

- 36" x 80" SOLID CORE
- JEN-WELD OR EQUAL
- KEYED THROUGHOUT
- PAINTED WOOD MOLDING

CEILING:

- T-GRID, 8 FT HEIGHT
- 24" x 24" ACOUSTICAL CEILING PANELS

PLUMBING: PER IL PLUMBING CODE

- RESTROOM PER ILLUSTRATED

ELECTRICAL: PER 2008 NEC CODE

- ELECTRICAL PER PLAN ATTACHED

HVAC: PER 2006 IBC CODE

- EXHAUST FANS 150 CFM

ALL WORK MUST BE COMPLETED WITHIN 30 DAYS FROM NOTICE TO PROCEED



City of Pekin

Department of Public Works

Addendum #1

CITY OF PEKIN, IL PEKIN MUNICIPAL AIRPORT RESTROOM RENOVATIONS

Per this addendum the following clarifications to the plans and specifications shall be made:

1. PLAN SHEET A1.3. REVISION

- a. The detail calls for solid surface counters and the notes call for plastic laminate countertop. Plastic laminate countertop is correct.

2. ELECTRICAL

- a. Occupancy Sensor Switches for lights. The exhaust fans shall be on the same switches as the lights.
- b. GFCI outlet near each sink.
- c. See attached lighting example. Use this light or equal.

3. SCOPE OF WORK

- a. Add HVAC SUPPLY DIFFUSER (lay-in) to the scope of work. The HVAC system is existing. A ceiling supply diffuser is required in both the men's and women's bathrooms, but the existing supply line does not require modification.
- b. Exhaust fan shall be hanging and shall be vented to the roof.
- c. Add RESTROOM SIGNS to the scope of work for both the men's and women's bathroom.

Please sign this acknowledge this addendum and include it with the proposal.

Acknowledged by :

Jeffrey D. Craft

Date:

10/11/17

Michael Guerra, P.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 477-2300 * Fax (309) 346-2095 * Email: mmguerra@ci.pekin.il.us

Attachment: airport bathroom contract 10-23-2017 (1251 : Airport Bathroom Remodel)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **8.4.b**
9/26/2017

PRODUCER

Brimfield Insurance Agency
PO BOX 448
Brimfield, IL 61517
(309) 446-3782

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED **Craft Building Services, Inc.**
213 Muller Rd
Washington, IL 61571
309-264-1858
309-383-4898

INSURER A: **Auto Owners Insurance Company**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY	07014554	9/18/17	09/18/18	EACH OCCURRENCE \$ 1,000,000
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
		☐ CLAIMSMADE ☒ OCCUR				MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
		☒ POLICY ☐ PRO-JECT ☐ LOC				
A		AUTOMOBILE LIABILITY	46-233132-01	12/31/16	12/31/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		☐ ANYAUTO				BODILY INJURY (Per person) \$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		☒ HIRED AUTOS				
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		☐ ANYAUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	46-233132-00	4/13/17	4/13/18	EACH OCCURRENCE \$ 3,000,000
		☒ OCCUR ☐ CLAIMSMADE				AGGREGATE \$ 3,000,000
		☐ DEDUCTIBLE				\$
		☐ RETENTION \$				\$
						\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	07244896	6/4/17	6/4/18	☒ WC STATUTORY LIMITS ☐ OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SAMPLE

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



213 Muller Road
 Washington, IL 61571
 (309)886-3242 Office
 (309)886-3675 Fax

October 11, 2017

INTRODUCTION - CRAFT BUILDING SERVICES, INC.

Craft Building Services is a central Illinois general contractor. The company was formed in 2005 by Kim and Jeff Craft of Germantown Hills, Illinois. We incorporated in April of 2009.

Our company focus is twofold:

- 1) Our general contracting operates as a "boutique" specialty general contractor with our main focus being able to bring the "large" commercial construction knowledge to central Illinois business owners and local nonprofits while at the same time providing a consistent hands on experience to the customer. We do not have the large layers of management, estimating, project management, and supervision. We provide a consistent line of communication through Jeff Craft from our first meeting through the completion of your project. We limit the number of projects to be able to provide this project delivery system so that we can provide our customers with a quality and enjoyable project that accomplishes the goals set forth.
- 2) We are also an authorized distributor of American pre-engineered buildings manufactured in El Paso, IL. We have been fortunate to consistently be one of the largest distributors for American in the Midwest and nationally.

We complete every project as it were our own. We also understand that the construction process is necessary evil to achieve your needs. Our goal is to make the process as easy and enjoyable for you as we can. It is in everyone's interest to complete the project as timely as possible while still delivering a quality product.

Our staff is centered around Kim and Jeff.

Kim Craft is the Corporate Secretary and owns a 51% controlling interest in the company. Kim's community activities over the years have included: Troop leader St. Mary Metamora Troop 90; Girl Scout Service Unit Manager; Girl Scout Trainer; and Co-Chair Snyder Village Auction. Kim's focus is working with the long-term direction of the company, staffing, and resolution of any corporate issues. Kim also works with our bookkeeper Amanda Craft Zimmerman to ensure our accounts are paid on time. We take pride in our reputation of paying our invoices not only on time but many times prior to the due date. This helps cement the good relationships that we enjoy with our subs and suppliers.

Jeff Craft is the President and owns a 49% interest in the company. Jeff has a degree in Civil Engineering from Bradley University and 34 years' experience in commercial and industrial construction. Prior to Craft Building he was the vice president of two other local construction companies. Jeff's community and professional activities over the years have included: Scoutmaster Metamora Troop 64; Village Trustee, Germantown Hills; St. Mary of Lourdes parish Council; St. Mary School basketball coach; Peoria Business Boosters member; Tazewell Builders Association. Jeff is responsible for the day to day activities of the estimating and project management. As promised in our last meeting, Jeff will be responsible for all phases and will be your contact throughout the project – from award to final completion. We believe this continuity is what sets us apart from our competitors.

Cole Craft, our son works with Jeff since 2012 concentrating on the metal building side and has become one of the premier metal building estimators in the area.

Ron Clementz is a retired contractor. Ron was the founder First Build Associates in Germantown Hills, IL which he sold on his retirement in 2009. Ron works as a part time estimator for us in his retirement. This helps in two ways. First it gives us the benefit of looking at projects, such as yours, from the perspective of both Jeff and Ron. Both have extensive backgrounds in commercial construction and of the local subcontractor and supplier pool. It is like having the experience of two companies collaborating on the same project to find the best solutions to your needs. Secondly, we can manage our office workload more effectively giving Jeff time to concentrate on the active projects in the field while still guiding the estimating process.

We have attached a listing of some of our projects that we have completed.



213 Muller Road
Washington, IL 61571
(309)886-3242 Office
(309)886-3675 Fax

October 11, 2017

CBS REFERENCES

We offer the following individuals that could be contacted:

Jeff Schieferle Uhlenbrock 309-361-8811 – Morton Community Bank. They have financed some of our customers and are familiar with our work.

Dr. Mike Sanborn 217-502-6018 – Heartland Veterinary. We completed a complete interior and partial exterior renovation of a car sales and repair building into a state of the art veterinary clinic.

Kyle Essex 309-258-1293 – Cullinan Properties – We have performed a large number of commercial buildouts and remodels for Cullinan over the last 12 years, including their new corporate offices.

Additional references can be provided.



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 Washington, IL 61571
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October 11, 2017

CBS PARTIAL PROJECT LISTING – GENERAL CONTRACTING ONLY
 (jobs listed are from last five years. More available on request)

OFFICE

Illinois American Water – Peoria corporate offices
 Illinois American Water – Peoria Operations new locker rooms & building HVAC
 Illinois American Water – Peoria Plant offices and lab
 Liberty Mutual Insurance – Peoria (3 locations)
 Maurer Stutz – Peoria
 Leisy Brewing Company – Peoria
 Progressive Insurance – Peoria
 Argo Insurance – Peoria
 Armed Forces Recruiting Center – Pekin
 Armed Forces Recruiting Center - Normal

RETAIL

Bushwacker – new store, ground up
 Carpet Weavers – E. Peoria
 Carpet Weavers – Peoria
 Jenny Craig – E. Peoria
 Cullinan Properties – corporate offices
 Xfinity – E. Peoria
 Soderstrom Skin Dimensions – Peoria
 Soderstrom Spa - Peoria
 Blue Boutique – Peoria
 Experimac – Peoria
 Great Clips – Peoria
 Super Cuts – E. Peoria
 Diva Nails – E. Peoria
 Anytime Fitness – Peoria

DENTAL

Associates in Dentistry – Peoria office

Attachment: airport bathroom contract 10-23-2017 (1251 : Airport Bathroom Remodel)

Associates in Dentistry – Washington office
Associates in Dentistry – Bartonville, accounting office
Associates in Dentistry – Elmwood
Meiss Dental - Peoria

MEDICAL/VETERINARY

Heartland Veterinary - Morton
Rose Medical – Peoria
Rose Medical – Springfield
Trinity MMJ, LLC - Peoria
Omnicare - Peoria

RESTAURANT

Tequillas Mexican Bar & Grille
Dotty's Cafe - Peoria
Dotty's Café – Peoria Heights
Dotty's Café - Pekin



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 4, 2017

From: Sue McMillan, City Clerk

AGENDA ITEM: Tazewell County Animal Control

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: Approve Annual Agreement in the amount of \$45,045.96.

DESCRIPTION: Terms of annual agreement for the Tazewell County Animal Control to respond to calls and to pick up animals running at large within the corporate limits of the City. Contract terms become effective January 1, 2018 – December 31, 2018.

FINANCIAL IMPACT: \$45,045.96 contracted amount is the same as 2010 and is currently budgeted.

NEIGHBORHOOD CONCERNS: Tazewell County Animal Control currently picks up stray animals within the City of Pekin. The Animal Control may also patrol the City for stray animals regularly and randomly.

IMPACT IF APPROVED: The City will continue to contract with Tazewell County for animal control.

IMPACT IF DENIED: The City would have to contract someone else for animal control services and possibly not have animal control during the potential negotiation period.

ALTERNATIVES:

RELATED TO EFFICIENCY STUDY:

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
√	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.

	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date:

Finance Department (Certification of Availability of Funds): Date:
--

City Manager: _____
Date: _____

Tazewell County Animal Control

October 2, 2017

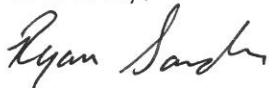
To Whom It May Concern:

Please find enclosed the Intergovernmental Agreement for Animal & Rabies Control for 2018. Tazewell County proposes a continuation of the contract at the same fee as 2017.

I would be happy to speak with a representative on this issue at your convenience or attend a Village Board or City Council meeting to discuss the animal control contract. Please contact me at 309-925-3370 if you have any questions or comments. I look forward to hearing from you.

*\$ 45,045.96
same as 2010*

Sincerely,



Ryan Sanders
Director of Animal Control



21314 Illinois Route 9
P.O. Box 158
Tremont, IL 61568
309-477-2270
309-925-3370



INTERGOVERNMENTAL AGREEMENT
FOR
ANIMAL & RABIES CONTROL SERVICES

THIS AGREEMENT, entered into this 1st day of January, 2018, by and between the County of Tazewell, Illinois, a body politic and corporate (hereinafter referred to as "County") and the City of Pekin, a unit of local government of the State of Illinois (hereinafter referred to as "Municipality"), this Agreement being entered into pursuant to Article 7, Section 10 of the Constitution of the State of Illinois of 1970.

In consideration of the payment by Municipality to the County of the sum of \$45,045.96, County agrees to provide the following Animal and Rabies Control services through the Tazewell County Animal & Rabies Control Department, its administrator, director, deputies, and agents as follows.

1. The County shall respond to calls and attempt to pick up animals running at large within the corporate limits of the Municipality between the hours of 8:00 a.m. and 4:00 p.m. seven (7) days a week, including weekends, but not including regularly scheduled County Holidays.
2. The County shall, on an emergency basis only, attempt to pick up animals running at large between the hours of 4:00 p.m. and 8:00 a.m. the next morning seven (7) days a week including weekends. During these times, the County has no obligations under this contract unless an emergency exists.
3. On regularly scheduled County Holidays, the County shall, on an emergency basis only, attempt to pick up dogs running at large both day and night. On regularly scheduled County Holidays, the County has no obligations under this contract unless an emergency exists.
4. For the purposes of this Agreement, an emergency shall be considered to include but not be limited to the following situations: a) a person in immediate danger of an animal; b) sick or injured domestic animals running at large; c) sick or injured wild animals; d) aggressive animals running at large; e) animal bite reports; f) providing necessary assistance to police, fire or EMS agencies; g) wildlife present in the living quarters of a home/apartment/business however removal of such wildlife from attics, walls or closed interiors areas of a building of any kind is not provided by Tazewell County Animal Control; h) animals in extreme elements without proper shelter or access to water (e.g. a dog in frigid temperature with no access to shelter or an animal left in a hot car)
5. Emergency calls shall be placed by the City or Village authorities or a citizen of the Municipality to either the Sheriff's Department (346-4141) or the Tazewell County Animal & Rabies Control facility (925-3370). All calls placed by citizens, police, or governmental bodies will be answered as soon as possible during regularly scheduled working days between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday. Responses to emergency calls shall be made by the Tazewell County Animal Control Warden who is then on duty.

6. The County of Tazewell shall accept and make reasonable response to complaints of citizens concerning dogs running at large within the corporate limits of the Municipality.
7. The County may make regular and irregular patrols thru the corporate limits of the Municipality one day a week at regular and irregular hours.
8. The County shall take custody and impound animals apprehended within the corporate limits of the Municipality at the Tazewell County Animal & Rabies facility.
9. The County of Tazewell shall require proof of payment of Municipal reclamation fees to the Municipality by owners of animals sought to be redeemed before releasing said animal from custody.
10. The County of Tazewell shall provide humane treatment of animals removed from the corporate limits of the Municipality during the period of impounding.
11. The County of Tazewell shall make reasonable efforts to locate the owner or owners of any impounded animal providing that said animal is wearing a collar or rabies tag capable of identifying ownership. Upon identifying the owner or any such animal, an attempt will be made for immediate notification to said owner. A letter shall be mailed to the last known address of the owner notifying him of the impoundment of his animal. Said notification will give notice to the owner that the animal shall be destroyed, adopted, or transferred after the passage of seven (7) days if not reclaimed in accordance with law by the owner. An affidavit or testimony of the Administrator, or his authorized agent, who mails such notice shall be prima facie evidence of the receipt of said notice by the owner of such animal.
12. It is mutually understood and agreed that any animal apprehended from within the corporate limits of the Municipality and impounded at the Tazewell County Animal and Rabies Control Shelter, with respect to whom the owner is unknown but which unknown owner has failed to claim the animal within four (4) working days, shall be humanely dispatched or placed for adoption at the discretion of the Director of the Tazewell County Animal & Rabies Control Department pursuant to the provisions of the Animal Control Act of the State of Illinois.
13. It is further understood and agreed that the consideration payable by the Municipality to the County may at the option of the Municipality be paid in equal monthly installments.
14. This Agreement shall become effective on the 1st day of January, 2018, and shall be in full force and effect for a period of one (1) year.
15. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated by reference.
16. No waiver of any breach of this contract or any provision hereof shall constitute a waiver of any other or further breach of this contract or any provision thereof.
17. This contract is severable, and the invalidity, or unenforceability of any provision of this contract, or a part thereof, should not render the remainder of the contract invalid or unenforceable.
18. This contract may not be assigned by either party without the written consent of the other party.

19. This contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
20. This contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this contract, signed by the parties hereto.
21. The parties hereto agree that the foregoing constitutes all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date above first noted.

PASSED this _____ day of _____, _____.

Tazewell County Board Chairman

ATTEST:

Tazewell County Clerk

MUNICIPALITY:

Mayor or Village Board President

TAZEWELL COUNTY ANIMAL & RABIES CONTROL:

Director

ANNUAL AMOUNT: \$45,045.96

MONTHLY AMOUNT \$3,753.83



REQUEST FOR COUNCIL ACTION

To: Council Members

Date: October 17, 2017

From: John Lebegue, Building & Inspections

John Lebegue, Building & Inspections

AGENDA ITEM: Special Use Authorization for Dog Daycare/Boarding Home Occupation at 1102 Chestnut St.

AGENDA DATE REQUESTED: October 23, 2017

ACTION REQUESTED: Recommendation of the Pekin Plan Commission to the City of Pekin City Council to deny a request for a Special Use for a dog daycare / boarding home occupation use at 1102 Chestnut Street.

DESCRIPTION: Application #1: Special Use petition for a home occupation to conduct a dog daycare / boarding use at a property located at 1102 Chestnut Street, currently located in the R-4, One Family Residential District, with a Legal Description of SEC 35 T25N R5W Bush's Subd.7 Lot 191 (65' x 110' Exc. S 5') NE ¼ with the following P.I.N. # 04-04-35-214-003 in Tazewell County, Illinois.

FINANCIAL IMPACT: <Insert Financial Impact>

NEIGHBORHOOD CONCERNS: The City received written complaints from several neighboring property owners in opposition to the proposed dog daycare / boarding use at 1102 Chestnut. Neighboring property owners raised concerns as to the noise of the barking and fighting dogs, offensive smell be generated from the property and parking issues created by customers of the business.

IMPACT IF APPROVED: Neighboring residential property owners could potentially be adversely affected if the noise, offensive smells and parking issues, cited in the written complaints, continued to occur as a result of the dog daycare use being conducted at 1102 Chestnut Street.

IMPACT IF DENIED: The dog daycare / boarding business would cease operation at the property at 1102 Chestnut Street and be re-located to the appropriate zoning district and all negative impacts being reported by neighboring property owners would be eliminated.

ALTERNATIVES: <Insert Alternatives>

RELATED TO EFFICIENCY STUDY: <Efficiency Study>

RELATIONSHIP TO THE CONCEPTUAL PLANNING PROCESS: [check no more than 2 boxes. Copy this check mark √ and paste it to the left of the relevant theme.]

	A Prosperous Community. To promote and sustain a balanced economy that supports expansion and retention of family-wage jobs.
	A Safe Community. To protect community life and property by providing effective, principled police and fire services.
	A Strong Foundation. To improve and maintain existing infrastructure and leverage opportunities for new infrastructure.
✓	A High Quality of Life. To support or provide services that improve the quality of life for Pekin's residents.
	An Effective Government. To deliver effectively the services that Pekin's residents want, need, and are willing to support.

REQUIRED SIGNATURES

Department Directors and City Staff:

Date: _____

Finance Department (Certification of Availability of Funds):

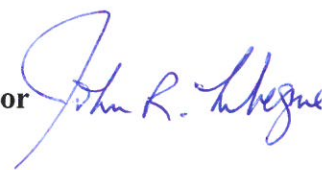
Date: _____

City Manager:

Date: _____

MEMORANDUM

TO: Mayor John McCabe and Members of the City Council

FROM: John R. Lebegue, Building Inspections / Development Director 

DATE: October 17, 2017

RE: Petition for Special Use Authorization for dog daycare / boarding use at 1102 Chestnut Street

SUMMARY AND BACKGROUND OF SUBJECT MATTER

Deanna Shanks and Larry Clark Jr., owners of Let's Get Giggy With It Pet Services at 1102 Chestnut Street have submitted a petition for Special Use Authorization to conduct a dog daycare / boarding home occupation use from a residential home located at 1102 Chestnut Street. According to information provided by the applicants, they are fully bonded and insured to conduct Daycare/Boarding at the subject property and Pet Sitting services at client's homes. Per the guidelines of the Pet Business Insurance possessed by the applicants, no more than ten pets can be under the care of any pet daycare operation at one time and that no more than five pets may stay over on a single night. In the current City of Pekin Zoning Code a dog daycare use is not specifically permitted or prohibited in an R-4, One Family Residential District, but pursuant to Section 9-4A-2, B), (3), a stable or kennel use represents a prohibited home occupation. The dog daycare / boarding use that is being conducted at the property at 1102 Chestnut Street was discovered as the result of a citizen complaint and upon being notified that they did not have zoning approval to conduct such a home occupation use, the applicants filed the necessary documents to seek Special Use Authorization to lawfully conduct the dog daycare / boarding use at 1102 Chestnut Street.

PROPERTY INFORMATION

Relevant Zoning Code Section: Section 9-4A-2, (B), (4): Any proposed home occupation that is neither specifically permitted by subsection B2 of this Section nor specifically prohibited by subsection B3 of this Section shall be considered a special use and be granted or denied upon consideration of those standards contained in subsection B1 hereof and under the procedures specified in Section 9-4A-3, "Special Uses", of this Article.

Property Address: 1102 Chestnut Street

Current Zoning Classification: R-4, One Family Residential District

Current Use: Single Family Residence

ANALYSIS AND DISCUSSION

In evaluating the proposed dog daycare / boarding use it should be noted that, as was previously stated, a kennel use represents a prohibited home occupation in a Residential Zoning District under Section 9-4A-2, B), (3) of the Zoning Code and a kennel is defined as follows in the City Code:

KENNEL, COMMERCIAL: Any lot or premises on which three (3) or more dogs, cats or other household pets are either permanently or temporarily boarded for remuneration.

Per the definition of kennel, if 3 or more dogs are boarded then the use constitutes a kennel use and can only be lawfully conducted in the I-1, Light Industrial District and the I-2, General Industrial District and is specifically prohibited in the R-4 One Family Residential District..

In determining the appropriateness of a home occupation and the affects the home occupation may create for the neighborhood it which the home occupation is located, a home occupation shall not create any of the situations detailed in the following section of the Zoning Code:

Section 9-4A-2, (B) Home Occupations:

1. No home occupation shall be permitted that:
 - a. Changes the outside appearance of the dwellings or is visible from the street;
 - b. Generates traffic, parking, sewerage or water use in excess of what is normal in the residential neighborhood;
 - c. Creates noise, vibration, glare, fumes, odors or results in electrical interference or becomes a nuisance;
 - d. Results in outside storage or display of anything including signs;
 - e. Requires the employment of anyone in the home other than the dwelling occupant;
 - f. Requires exterior building alterations to accommodate the occupation;
 - g. Occupies more than twenty five percent (25%) of the ground floor area of the dwelling or fifty percent (50%) of the ground floor area of any detached garage or occupies more than fifty percent (50%) of a basement, and in no instance shall space in the aggregate exceed five hundred (500) square feet of floor space;
 - h. Requires parking for customers that cannot be accommodated on the site and/or not exceeding one parking space at curb side on the street;
 - i. Requires the delivery of goods or the visit of customers before seven o'clock (7:00) A.M. and after nine o'clock (9:00) P.M.

j. that involves retail sales of any type directly from the premises.

As pointed out in the letter submitted by applicant, Deanna Shanks, the applicants are well trained in the care of dogs and have taken numerous steps to address some of the effects of the dog daycare / boarding use to mitigate the impacts the use may have on neighboring properties. As the attached documents indicate, the applicants registered the business with the County Clerk and possess the bonding and insurance required to operate a dog daycare / boarding use, but were not aware that the use would in any way violate the City Code.

Given the nature of the dog daycare / boarding use, whereby pets are transported to and from the subject property, the dog daycare use would result in an increase in the level of traffic normal for a residential neighborhood and has the potential to impact the availability of on-street parking spaces. The dog daycare / boarding use also can create noise that can be a nuisance for neighboring property owners, and the noise created by the use was the basis of the complaint the Inspection Department received in regard to the use. Lastly, if pets were dropped off before 7:00 A.M. and after 9:00 P.M., the use would not be in compliance with the requirement that the visit of customers not be made during those hours.

The Inspection Department received written objections of the dog daycare / boarding use from several neighboring property owners and all written comments have been attached for your review and consideration. The applicant also has provided several letters of recommendation from customers of the business and all letters have been attached for your review and consideration.

ACTION OF PLAN COMMISSION

Upon consideration of the request for Special Use authorization to conduct a dog daycare / boarding home occupation use at 1102 Chestnut Street, members of the Plan Commission expressed concerns that the dog daycare / boarding use was not a use that should be conducted as a home occupation in a residential neighborhood. The members of the Plan Commission found that the proposed dog daycare / boarding use proposed dog daycare / boarding use violated Section 9-4A-2, (B) of the City Code, in that the use generated traffic, parking and water use in excess of what was normal in a residential neighborhood and created noise and odors which could become a nuisance for neighboring properties. The members of the Plan Commission further found that the boarding and kennel aspect of proposed use was in violation of Section 9-4A-2, (B), (3) of the City Code, which states that a stable or kennel use constitutes a prohibited home occupation. The members of Plan Commission felt that the dog daycare / boarding use was a good use that served a need in the City, but should be conducted in a different zoning district where the use would not adversely impact neighboring residential property owners. On roll call vote, all Plan Commission members by a vote of 6-0, unanimously recommended denial of the request for Special Use authorization to conduct a dog daycare / boarding use home occupation use at 1102 Chestnut Street.

MEMORANDUM

TO: William Craig, Chairman and Members of the City of Pekin Plan Commission
FROM: John R. Lebegue, Building Inspections / Development Director *John R. Lebegue*
DATE: October 3, 2017
RE: Petition for Special Use Authorization for dog daycare / boarding use at 1102 Chestnut Street

SUMMARY AND BACKGROUND OF SUBJECT MATTER

Deanna Shanks and Larry Clark Jr., owners of Let's Get Giggy With It Pet Services at 1102 Chestnut Street have submitted a petition for Special Use Authorization to conduct a dog daycare / boarding home occupation use from a residential home located at 1102 Chestnut Street. According to information provided by the applicants, they are fully bonded and insured to conduct Daycare/Boarding at the subject property and Pet Sitting services at client's homes. Per the guidelines of the Pet Business Insurance possessed by the applicants, no more than ten pets can be under the care of any pet daycare operation at one time and that no more than five pets may stay over on a single night. In the current City of Pekin Zoning Code a dog daycare use is not specifically permitted or prohibited in an R-4, One Family Residential District, but pursuant to Section 9-4A-2, B), (3), a stable or kennel use represents a prohibited home occupation. The dog daycare / boarding use that is being conducted at the property at 1102 Chestnut Street was discovered as the result of a citizen complaint and upon being notified that they did not have zoning approval to conduct such a home occupation use, the applicants filed the necessary documents to seek Special Use Authorization to lawfully conduct the dog daycare / boarding use at 1102 Chestnut Street.

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Property Address: 1102 Chestnut Street

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 - c. Creates noise, vibration, glare, fumes, odors or results in electrical interference or becomes a nuisance;
 - d. Results in outside storage or display of anything including signs;
 - e. Requires the employment of anyone in the home other than the dwelling occupant;
 - f. Requires exterior building alterations to accommodate the occupation;
 - g. Occupies more than twenty five percent (25%) of the ground floor area of the dwelling or fifty percent (50%) of the ground floor area of any detached garage or occupies more than fifty percent (50%) of a basement, and in no instance shall space in the aggregate exceed five hundred (500) square feet of floor space;
 - h. Requires parking for customers that cannot be accommodated on the site and/or not exceeding one parking space at curb side on the street;
 - i. Requires the delivery of goods or the visit of customers before seven o'clock (7:00) A.M. and after nine o'clock (9:00) P.M.
 - j. that involves retail sales of any type directly from the premises.

As pointed out in the letter submitted by applicant, Deanna Shanks, the applicants are well trained in the care of dogs and have taken numerous steps to address some of the effects of the dog daycare / boarding use to mitigate the impacts the use may have on neighboring properties. As the attached documents indicate, the applicants registered the business with the County Clerk and possess the bonding and insurance required to operate a dog daycare / boarding use, but were not aware that the use would in any way violate the City Code.

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The Inspection Department has received written objections of the dog daycare / boarding use from several neighboring property owners and all written comments have been attached for your review and consideration. The applicant also has provided several letters of recommendation from customers of the business and all letters have been attached for your review and consideration.

Pekin Planning Commission Meeting
111 S. Capitol Street
City Council Chambers 2nd Floor
October 11, 2017
5:30 PM

Pledge of Allegiance

- I. Roll Call
- II. Agenda Approval
- III. Minutes Approval for September 13, 2017 meeting
- IV. City Council Action Report
- V. Applications and Hearings
- VI. Informal
- VII. Public Input
- VIII. Adjourn

Application #1: Review and consideration of a petition by Deanna Shanks and Larry Clark Jr., owners, for a Special Use for a home occupation to conduct a dog daycare use at a property located at 1102 Chestnut Street with a Legal Description of SEC 35 T25N R5W Bush's Subd.7 Lot 191 (65' x 110' Exc. S 5') NE ¼ with the following P.I.N. # 04-04-35-214-003 in Tazewell County, Illinois.

Public Input:

Adjourn:

John R. Lebeque, Secretary
Pekin Planning Commission

Pekin Planning Commission Meeting
 Council Chambers
 111 South Capitol Street, 2nd level
 September 13, 2017
 5:30pm

Present:

Bill Craig, Chair
 Steve Thompson
 Chris Deverman
 Don Hild

Ron Knautz
 James Ruth
 Amy Wilson

The regular meeting of the Pekin Planning Commission was called to order and a quorum was declared.

Staff present: John Lebegue, Building Inspections/Development Director, and Attorney Scott Kriegsman.

MOTION by Steve Thompson to approve the September 13, 2017 Agenda, Seconded by Ron Knautz. On roll call vote, all present voted AYE. Motion approved.

MOTION by Chris Deverman to approve the minutes of July 12, 2017, Seconded by Ron Knautz. On roll call vote, all present voted AYE. Motion approved.

Council Action Reports:

At the July 24, 2017 regular meeting of the Pekin City Council, the members of the City Council, by a vote of 5 to 1, concurred with the recommendation of the Pekin Plan Commission to deny a request to amend the Sunset Hills Subdivision Plat to permit the connection of a driveway onto the end of Fahnders Drive for a property located outside the City limits at 16604 VFW Road.

Application #1: Review of petition of vacation for the Sharon Avenue right-of-way.

Hearing #1 (09-1913): Review and consideration of petition by Pekin Insurance, located at 2505 Court Street, for the vacation of the Sharon Avenue right-of-way to facilitate the construction of an addition on the existing facility.

Hearing #1 (09-1913): Open Public Hearing: 5:33 p.m.

Bill Craig, Chair entertained a motion for discussion.

Lee Gerrietts, of Dewberry Architects Inc, appeared on behalf of the applicants to answer any questions the members of Plan Commission may have in regard to the vacation petition.

No one else appeared before the Plan Commission to speak in regard to the petition for the vacation of the Sharon Avenue right-of-way.

Close Public Hearing: 5:39 p.m.

Upon review of the petition for the vacation of the Sharon Avenue right-of-way, Commissioner Amy Wilson expressed concern in regard to an increase in traffic exiting onto Court Street as a result of the increase in the number of off-street parking spaces being created by the construction of the proposed parking lot. City Engineer, Mike Guerra responded to the concerns of Commissioner Wilson by stating that he had discussed that matter with the project engineers and that the City was assured that employee traffic from the proposed parking lot would continue to be directed to exit the facility on Allentown and utilize the stoplight at the Allentown Road / Court Street intersection to access Court Street. Mr. Guerra further explained that if traffic problems arise from employees exiting onto Court Street from the new driveway, then steps could be taken to make the entry onto Court Street right in/ right out, which would prevent vehicles from turning left across traffic.

Commissioner Ron Knautz stated that the vacation of the Sharon Avenue right-of way would relieve the City of the need to maintain the street and plow it in the winter.

Following discussion, the members of the Plan Commission found that vacation of the Sharon Avenue right-of-way would be beneficial to the City, as the vacation would allow expansion of the Pekin Insurance facility, return the property to the tax rolls and relieve the City of maintenance of the right-of-way. Given that Pekin Insurance purchased and demolished all residential properties that previously existed to the east of the Sharon right-of-way, Pekin Insurance is now the owner of all property adjacent to the Sharon Avenue right-of-way, and no other properties would be party to the proposed vacation or be directly affected by the proposed vacation.

Motion made by Chris Deverman, seconded by Ron Knautz to recommend approval of the petition for vacation of the Sharon Avenue right-of-way. On roll call vote, all present voted Aye, except Commissioner Jim Ruth who abstained. Motion passed.

Work session to discuss the outdoor storage of parts or materials at an automotive repair business and what constitutes outdoor storage versus an advertising display.

Commissioner Amy Wilson stated that she felt that the display of the tires on wheeled racks constituted an advertising display and did not constitute outdoor storage since the racks were wheeled into the building after business hours.

Commissioner Chris Deverman concurred with the opinion of Commissioner Wilson and stated that the tire racks were a form of advertising and as long as they were not stored at the exterior of the property when the business was closed, then they would not be considered outdoor storage.

Commissioner Jim Ruth stated that the exterior display of the tire racks is very similar to the exterior display of bikes at Little Ade's Bicycles on N. 5th Street, which display bikes at the exterior of the building during business hours.

Chairman Bill Craig stated that the operator of the automotive repair business at 1215 S. 14th Street has cleaned up that property and that the racks of tires are not placed in such a manner that they block access to the property. Chairman Craig stated that he would like some language to be drafted and added to the City Code to clarify this matter. Attorney Scott Kriegsman stated that language will be drafted and presented to the Plan Commission at a future meeting.

No public input

Motion made by Ron Knautz, seconded by James Ruth to adjourn. On roll call vote, all present voted Aye. Motion approved. Meeting adjourned at 6:07 pm.

Respectfully submitted:

John R. Lebegue, Building Inspections / Development Director

MEMORANDUM

TO: William Craig, Chairman and Members of the City of Pekin Plan Commission

FROM: John R. Lebegue, Building Inspections / Development Director

DATE: October 2, 2017

RE: City Council Action Report

At the September 25, 2017 regular meeting of the Pekin City Council, the members of the City Council, by a unanimous vote, concurred with the recommendation of the Pekin Plan Commission to approve a petition submitted by Pekin Insurance for the vacation of the Sharon Avenue right-of-way. The City Council approved both, an ordinance of vacation and a plat of vacation for the Sharon Avenue right-of-way.



ILLINOIS
Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

SPECIAL USE APPLICATION

Address of Requested Special Use: _____ 1102 Chestnut St _____

Applicant Name: _____ Deanna Shanks and Larry Clark Jr _____

Address: _____ 1102 Chestnut St _____

Phone #: (309)453-6027 (D) Cell Phone #: (309)472-0765 (L)

E-Mail: _____ giggypetservices@gmail.com _____

Owner Name: _____ same as above _____

Address: _____

Phone #: _____ Cell Phone #: _____ E-Mail: _____

Attorney / Representative: _____

Address: _____

Phone #: _____ Cell Phone #: _____

Phone #: _____ Cell Phone #: _____ E-Mail: _____

Property Information:

Lot Area: 7150 4 Zoning District: R-4 Present Use: Single Family Residence

Use of Adjacent Property & Zoning:

North: R-4 South: R-4

East: R-4 West: R-4

Property Identification Number: 04-04-35-214-003

Legal Description: (Attach Separate Page)

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City of Pekin- Zoning and Inspections Department
 111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Brief Summary and Reason for Request: ___ Doggie Daycare/Boarding in residential area.
 The need for in home Doggie Daycare/ Boarding is not much different than a in home child care, families feel more comfortable leaving their pets in a home where the pet will get lots of exercise and one on one time.

Special Use shall be recommended for approval by the Plan Commission unless there is a concurring vote of a majority of all members regarding findings of fact. Clearly explain how the requested Special Use meets each of the following findings of fact standards:

- 1.) The proposed Special use is consistent with the intent of the Comprehensive Plan.
- 2.) The establishment. Maintenance, or operation of the Special Use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare.
- 3.) The Special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted nor substantially diminish property values within the neighborhood.
- 4.) The establishment of the Special Use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 5.) Adequate utilities, access roads, drainage or necessary facilities have been or will be provided.
- 6.) Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 7.) The Special Use is necessary for public convenience at this location.

CERTIFICATION BY THE APPLICANT

I certify that all the information contained in this application form or any attachments, documents, or plans submitted herewith are true to the best of my knowledge and belief.

Applicant Signature

Date

CERTIFICATION BY PROPERTY OWNER

I certify that I am the owner of the property, which is the subject of this request. The applicant has received my approval to proceed with this request.



City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Dianna Shanks

Owner Signature

9/25/17

Date

CHECKLIST OF REQUIRED SPECIAL USE ITEMS:

- ☒ One original completed Special Use application form with all required signatures.
- ☒ Payment of \$85.00 non-refundable filing fee. Checks should be made payable to "City of Pekin".
- ☒ Fifteen (15) copies of a Site Plan of the proposed development showing:
 - * A scale of not less than one inch equals fifty feet (1" = 50') if the subject property is less than three (3) acres and one inch equals one hundred feet (1" = 100') if three (3) acres or more.
 - * Date, north point and scale.
 - * The dimensions of all lot and property lines, showing the relationship of the subject property to abutting properties.
 - * The location of all existing and proposed structures on the subject property and all structures within one hundred feet (100') of the subject property.
 - * The location of all existing and proposed drives and parking areas.
 - * The location and right-of-way widths of all abutting streets and alleys.
 - * The names, addresses, and phone numbers of the architect, planner, designer, engineer or person responsible for the preparation of the site plan.
- ☐ Attachments such as landscape plan, photograph or renderings of existing and proposed site, building layouts or elevations, etc. are commended in order to provide accurate and sufficient information for review by the Development Review Committee and consideration by the Plan Commission.
- ☐ The applicant(s) or authorized agent must be present at the Planning Commission meeting to address any questions that may arise.

FOR OFFICE USE ONLY:

Filing Fee: \$85.00

Date Filed: 9/25/17

Publication Date: 9/26/17



City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Public Hearing Date: 10/11/17 City Council Action Date: _____

Approved: _____ Denied: _____ Ordinance #: _____

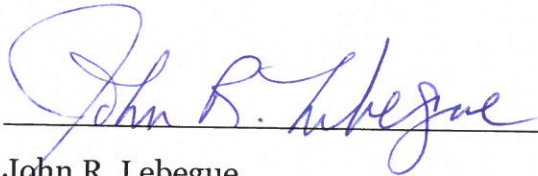
Pekin
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City of Pekin- Zoning and Inspections Department
 111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Current Resident/Owner,

Notice is hereby given that a **PUBLIC HEARING** will be held for a Special Use Petition for a home occupation to conduct a dog daycare use at a property located at 1102 Chestnut Street with a Legal Description of SEC 35 T25N R5W Bush's Subd.7 Lot 191 (65' x 110' Exc. S 5') NE ¼ with the following P.I.N. # 04-04-35-214-003 in Tazewell County, Illinois.

Said Site Plan Review of the above petition to be held at a regular Meeting of the **Pekin Plan Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the **11th** day of **October 11, 2017**, at the hour of **5:30 P.M.**

All persons having an interest there in may appear to be heard.



John R. Lebegue
 Building Inspections / Development Director
 City of Pekin

John R. Lebegue
 Building Inspections / Development Director
 jrlebegue@ci.pekin.il.us
 Office: (309) 478-5370

Certificate of Publication

STATE OF ILLINOIS,

SS

County of Peoria,

The Peoria Journal Star, Inc. (which is incorporated and doing business under and by virtue of the Laws of the State of Illinois) HEREBY CERTIFIES that it is the printer and publisher of the Journal Star, which is a public secular newspaper of general circulation printed and published daily in the City of Peoria, County of Peoria and State of Illinois, and that said newspaper has been regularly published in said City for at least one (1) year prior to the first publication of the notice.

Said Corporation further certifies that the said notice entitled:

LEGAL NOTICE for PUBLIC HEARING

hereto attached has been published 1 time(s) in the Peoria Journal Star, on the following respective dates:

The	<u>26th</u>	day of	<u>Sept.</u>	<u>A.D.,</u>	<u>2017</u>
The		day of		<u>A.D.,</u>	
The		day of		<u>A.D.,</u>	
The		day of		<u>A.D.,</u>	
The		day of		<u>A.D.,</u>	
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The		day of		<u>A.D.,</u>	
The		day of		<u>A.D.,</u>	
The		day of		<u>A.D.,</u>	
The		day of		<u>A.D.,</u>	

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed in its name on its behalf by **Judy Little** this 26th day of Sept A.D., 2017.

Ad # 4613984

The Peoria Journal Star, Inc.

By: *Judy Little*

Legal Notice

LEGAL NOTICE for PUBLIC HEARING
Notice is hereby given that a **PUBLIC HEARING** will be held for a **Special Use Petition** for a home occupation to conduct a **dog daycare** business at a property located at **1102 Chestnut Street** with a Legal Description of **SEC 35 T25N R5W Bush's Subd. 7 Lot 191 (65' X 110' EXC 55' WE 1/4 with the following PLIN # 04-04-35-214-003** in Tazewell County, Illinois.

Said Public Hearing of the above petition to be held at a regular Meeting of the **Pekin Planning Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the 11th day of October, 2017, at the hour of 5:30 PM.

All persons having an interest there in may appear to be heard.
Dated this 25th day of September, 2017.
John R. Lebegue, Secretary
Pekin Planning Commission

Special Use Request for 1102 Chestnut Street, Pekin

September 25, 2017

Dear Zoning Committee Board Members;

We, Deanna Shanks and Larry Clark Jr, owners of Let's Get Giggy With It Pet Services at 1102 Chestnut Street, request special use for Doggie Daycare/Boarding and Pet Sitting for the above mentioned property. Let's Get Giggy With It Pet Services is a Doggie Daycare/Boarding business where it allows Pekin and surrounding area residents the ease of mind knowing that their pet is in the hands of loving and caring people. We are fully insured and bonded, CPR trained for pets, we also have the yard treated for fleas and ticks to help prevent them from spreading. We clean the yard daily and dispose of waste in a 5 gallon galvanized covered bucket. We have gates separating every room in the home, in case of any disagreements among the pets, we also have air horns and deterrent spray either on our selves or within reach. We have not brought down any value to the surrounding neighbors homes. We have had 3 houses surrounding our own home sell within the last 6 months.

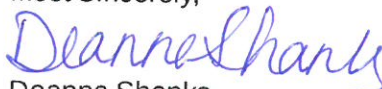
In today's society the need is greater where the popularity of Doggie Daycare/Boarding Establishments have grown greatly since the 1990's and arose out of the more traditional kennel industry. Dogs more commonly lived outside but as urbanization spread, dogs started to live indoors more frequently. Other factors, including an increase in population of adults without children, have gradually led to more attention and money being spent on pets.

Please see attached our insurance certificate. We are fully bonded and insured as a Daycare/Boarding and Pet Sitting in our clients homes, we are allowed through their guidelines 10 pets for daycare and 5 pets for boarding excluding our personal pets.

Please see attached the letters from local clients that are very passionate about their pets being in a comfortable environment over a boarding facility.

We are excited to bring this to the City of Pekin, as the need for Doggie Daycare/Boarding and Pet Sitting is growing.

Most Sincerely,


Deanna Shanks
Larry Clark Jr



Find a provider.

Apply Now

Pet Business Insurance Options

Benefits

Member Login

Pet Business Insurance

Get better coverage at a more affordable price on your pet business insurance by becoming a member of Pet Sitters Associates today. [Apply now](#)

Pet business insurance is administered by [RPS Eau Claire](#) and underwritten by an [AM Best](#) rated: A (Excellent) Insurance Company.

Pet Business Insurance: *basic membership only \$190 a year*

Basic membership includes commercial general liability coverage and defense costs in addition to policy limits.

- \$1,000,000 per occurrence, up to \$2,000,000 annually for **bodily injury, property damage, personal injury, advertising injury, products, and completed operations** [Learn more](#)
- \$100,000 annually for **damage to premises rented to you** [Learn more](#)
- \$15,000 per occurrence, up to \$30,000 annually for **pets lost, stolen, injured, or killed in your care**
- \$1,000 per occurrence, up to \$5,000 annually for **vet expenses regardless of negligence** [Learn more](#)
- \$2,000 annually for **lost keys and re-keying of customers homes** [Learn more](#)
- \$5,000 annually for **medical expenses** [Learn more](#)

No deductible for claims, EXCEPT \$500 per incident if you purposely took an unleashed animal to a dog park or outdoors unless it's in the pet owner's or pet sitter's yard (if the optional pet daycare & boarding coverage is purchased) with an above ground fence that will keep pets inside and people/animals outside.

Pet Business Insurance: *add-on policy options*

- **Add your spouse, partners, employees, and independent contractors** for \$90 each [Learn more](#)
- **Add additional insureds** for \$15 each [Learn more](#)
- **Add broadened property damage coverage & bond to cover any damage to personal property of the pet owner** for \$100 [Learn more](#)
- **Add pet daycare & boarding insurance** for \$155 [Learn more](#)

Members need to purchase the optional pet daycare & boarding coverage to extend the liability insurance to cover incidents at their home or pet daycare operation. This coverage is required if you will be taking client animals (even just one at a time) to any private location or facility that you own or rent.

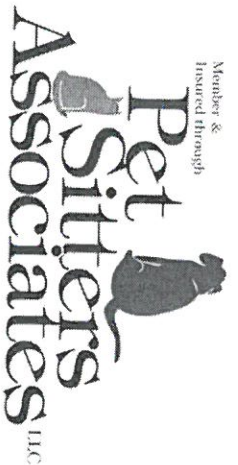
The requirements are that no more than ten pets are under the care of any pet daycare operation at one time and that no more than five pets stay over on a single night. Also, all pets must be separated at the daycare facility in an emergency situation (kennels, crates, baby gates, etc.), all pets must be current on all vaccinations and all pets must be checked for temperament to confirm they are acceptable with other pets. This coverage only applies to the pet daycare location addresses listed on the member certificate.

Members can have coverage for pet daycare & boarding operations at their homes as well as coverage for pet daycares at the homes of up to three employees or independent contractors. Coverage must be purchased for each employee or independent contractor for \$90 each **and** coverage for each pet daycare (up to four total per membership, including the primary member) must be purchased for \$155 each. Employees or independent contractors with pet daycare operations must be listed by name on the member certificate.



Are you interested in starting a pet business? We've put together some information to help you get started:

- [How to start a pet sitting business](#)
- [How to start a dog walking business](#)
- [How to start a pet boarding business](#)
- [How to start a poop scooper business](#)



THIS CERTIFICATE IS ISSUED TO
THE FOLLOWING INSURED MEMBER:

Deanna Shanks

Membership ID Number: 71585
Policy Number: 2CN0145

Let's Get Giggy With It Pet Services
1102 Chestnut St
Pekin, IL 61554
(309) 453-6027

For association questions and/or
questions about your insurance plan,
please contact PSA headquarters at
(855) 737-1598 or (715) 831-6004.

Partners: Larry Clark Jr

Pet Daycare & Boarding Locations: Deanna
Shanks, 1102 Chestnut St Pekin, Illinois 61554

Member Certificate In Dues Liability Program

Membership Effective: 03/01/2017 Membership Expires: 03/01/2018

Optional Coverage: Broadened Property Damage Coverage & Bond, Pet Daycare & Boarding

LIMITS OF INSURANCE BODILY INJURY OR PROPERTY DAMAGE:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$1,000,000 Personal and Advertising Injury
\$2,000,000 Products / Completed Operations Aggregate Limit
\$100,000 Damage to Premises Rented to You
\$15,000 Each Occurrence for loss of pets in your care, custody or control
\$30,000 Annual Aggregate for loss of pets in your care, custody or control
\$1,000 Each Occurrence / \$5,000 Annual Aggregate Veterinarian Expense
\$10,000 Each Occurrence / \$25,000 Annual Aggregate for loss to personal property
of your customers in your care, custody or control
\$2,000 Lost Key coverage for Re-keying of customer's homes
\$5,000 Medical Expense Limit

Administered by: RPS Eau Claire, Eau Claire, WI.
Underwritten by: Evanston Insurance Company

File a claim online or call:
1-844-777-8323

\$500 per occurrence deductible toward vet expense for any claim arising out of the
voluntary releasing of a pet in your care, custody or control from its leash, outside of the
above ground fenced yard of the pet's owner's or pet sitter's residence (if the optional
pet daycare & boarding coverage is purchased).

View coverage forms at: www.petsitllc.com/members/

Date: 09/20/2017

Authorized Representative:

Colleen E. Gula-Hartman



THIS IS INTENDED FOR INFORMATIONAL PURPOSES ONLY. ACTUAL COVERAGE APPLIES PER THE TERMS, CONDITIONS AND EXCLUSIONS AS CONTAINED IN THE INSURANCE POLICY.

ASSUMED NAME PUBLICATION NOTICE

Public Notice is hereby given that on Tuesday, March 7, 2017, a certificate was filed in the Office of the County Clerk of Tazewell County, Illinois, setting forth the names and post-office addresses of all of the persons owning, conducting and transacting the business known as:

LET'S GET GIGGY WITH IT PET SERVICES
1102 CHESTNUT STREET
PEKIN, ILLINOIS 61554.

Dated: Tuesday, March 7, 2017

No. 7826

Christie A. Webb

COUNTY CLERK

PEKIN DAILY TIMES

PO BOX 430

PEKIN IL 61555

(309) 346-1111

Fax(309) 346-9815

Advertising Invoice

1 Billing Period 03/2017		2 Advertiser/Client Name SHANKS, DEANNA	
23 Total Amount Due .00		3 Terms of Payment	
21 Current Net Amount Due N/A	22 30 Days N/A	60 Days N/A	Over 90 Days N/A
4 Page Number 1	5 Billing Date 03/24/17	6 Billed Account Number 144431	7 Advertiser/Client Num 13862

8 Billed Account Name and Address DEANNA SHANKS 1102 CHESTNUT PEKIN IL 61554		Amount Paid: Comments:
--	--	-------------------------------

Please Return Upper Portion With Payment						
10 Date	11 Reference	12 13 14 Description-Other Comments/Charges	15 SAU Size 16 Billed Units	17 Times Run 18 Rate	19 Gross Amount	20 Net Amount
03/24/17	557295 ASSUM	247068 ASSUMED NAME PU 03/10,17,24 PDT	1.0X29.00 29.00	3 47.50	47.50	47.50

Statement of Account - Aging of Past Due Amounts

Due date: 04/08/17

1 Current Net Amount Due	22 30 Days	60 Days	Over 90 Days	*Unapplied Amount	23 Total Amount Due
N/A	N/A	N/A	N/A		0.00

PEKIN DAILY TIMES

309) 346-1111

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE				
4 Invoice Number	25			
144431	Advertiser Information			
	1 Billing Period	6 Billed Account Number	7 Advertiser/Client Number	2 Advertiser/Client Name
	03/2017	13862	13862	SHANKS, DEANNA

Cassandra Mossman
1811 W Kingsway Dr Apt B3
Peoria, IL 61614

Wednesday, September 20, 2017

To Whom It May Concern:

I am writing on behalf of Deanna Shanks and Let's Get Giggy With It Pet Services Doggie Daycare/Boarding. Since moving here in late 2014 from Michigan I have only met a few people and have had to leave the security of leaving my dogs with family behind. I have two small senior dogs that needed care while we went on vacation and searched the area for a trustworthy place to have them stay. These are family oriented, lap dogs. Not used to the life in a crate 24/7 for days at a time.

I found Let's Get Giggy With It Pet Services Doggie Daycare/Boarding in 2015 and have been smitten with the services provided and the kindness Deanna has shown us ever since. I trust leaving my dogs with her knowing they are in loving hands. She provides them with medication as needed, feeding, outside time and the closest to comforts of home at a fair price. Deanna keeps her home and yard clean and safe for all of the dogs, including her own.

Since using this service I no longer have to worry about kenneling my dogs and can go on with vacation plans normally. It has already been an adjustment moving to a new state and this has alleviated a tremendous amount of stress. I have not ever and will not ever use a kennel service. It would be a disservice to the community and their pets to force them to kennel their beloved animals. Not only are the prices much higher but the services they provide are nowhere near those offered with home boarding. I also feel home boarding/doggy daycare is done in a much smaller capacity allowing for a less traumatic experience for dogs like mine who are used to just being at home with us majority of the time.

It has been a pleasure working with Deanna and I hope to see her business and like businesses flourish. I know I am not alone in my gratitude for finding and using her doggie daycare/boarding services and hope more people are able to see the value in it as well.

Best Regards,

Cassandra Mossman

September 21, 2017

RE: Giggy Pet Services

To Whom It May Concern:

It has been my pleasure to work with Deanna Shanks and Giggy Pet Services since April of this year. I was in desperate need for doggy day care and finding them on short notice was a Godsend and I have blessed with the exemplary care and outright love they have shown my dogs. I would have no qualms in leaving my dogs in their care in my home or in theirs.

My past experience with boarding facilities has left my pets with fleas, traumatized and in one instance with a staph infection that required veterinary care and medication and the infection eventually got transferred to me through contact with the pet. My experiences with home boarding has been nothing but positive with no lingering issues with the animal once they return home. While boarding in a home environment the animals have a much more normal life schedule then the one they are forced into in a boarding facility. This is so important for any animal but especially if you have pets with special circumstances such as diabetes that require medications and meals to be administered in a fairly structured time frame. The availability of this kind of individualized care in a loving home environment eases the pet owners mind when their pets cannot stay or travel with them and is a valuable service industry to any community.

I fully support Deanna and Giggy Pet Services in their petition to continue with the excellent care and service they offer. As a pet 'parent' this endorsement is not given lightly but firmly based in the knowledge that they give my pets care and love comparable only to what I would provide them. Please consider the very important human 'touch' factor provided in home boarding and its importance in your evaluation of their facility.

I appreciate the opportunity to speak on behalf of Deanna and Buddy and Giggy Pet Services and thank you for your consideration of these elements in your evaluation.

Sincerely –

Holly H. Van Ness
2102 California Road
Pekin, IL 61554
309.256.0017

Giggy Pet Services provides an excellent alternative to the traditional "boarding" facility, with non traditional drop off and pick up times it allows the customer a great deal of flexibility in regards to departure and return times from trips. In addition to the flexibility they offer to the customer they provide peace of mind, knowing that your pet will literally have the run of their home and be able to play outside makes vacations and travel easier for the owner of the pet and the pet. Giggy Pet Services fills a niche in the pet owner market, occupying a space that many pet owners were looking for. They give the pet owner who feels guilty about leaving their pet in a boarding facility, knowing they will get little if any exercise and personal attention with an alternative. In my experience Giggy Pet Services has provided excellent customer service and pet care, they have treated my pet as their own. I would be in favor of a change to zoning ordinances that would allow businesses like Giggy Pet Services to continue providing a great service going forward.

Sincerely,

Jon Tarpley

September 21, 2017

RE: Let's Get Giggy With It Pet Service

To whom it may concern:

I **REFUSE** to board my animals. Not a one of my pets has ever been allowed to stay a boarding kennel. That is why I use Deanna Shanks and her business of Let's Get Giggy with It Pet Service. I know my pets will receive one-on-one playtime and care. They get more human interaction than they would in a normal boarding facility. They are used to being in a home environment and they get the same environment at Giggy.

My dogs are not used to being locked in a kennel at all, which is where they would spend their days at boarding facility. Not to mention all the noise of other dogs being locked in a kennel barking. My dogs would not do well in this environment.

When I leave town and trust Giggy with the care of my animals, I have no worries. I receive videos and pictures of my pets outside and playing daily. I wish I could attach the pictures and videos so you can see just how much love and attention my dogs get with Deanna and Buddy. Anyone who knows me knows that I love my dogs very much and wouldn't trust their care with just anyone. I trust them with Deanna and Buddy.

Thank you for your attention.

Sandy Miller
16161 Furrow RD
Pekin, IL 61554

To Whom It May Concern –

I am writing on behalf of Let's Get Giggy With It Pet Services regarding the zoning laws regarding "kenneling" in residential areas to doggie daycare and boarding. I am one of their clients and have received excellent pet sitting services from them. I absolutely prefer to have my dog Wrigley stay in a daycare/boarding home vs. a boarding facility. The amount of attention and care that she receives at the home facility greatly outweighs any that she would receive at a boarding facility where she may be let out a couple times a day and possibly sleeping on concrete floors. With the home facility experience, Wrigley has been able to play outside multiple times a day and has her own comfortable bed that she is able to sleep on. They are able to check on her more frequently and provide her with the much needed love and affection that a pet needs when they are away from their owners. I know that when I drop Wrigley off with Deanna and her family, she is in excellent hands. This family has a deep love for animals and I know Wrigley will receive the special care and attention that she would unlikely receive at a boarding facility.

Thank you for your time,

A handwritten signature in cursive script that reads "Angie L. Russell". The ink is dark and the signature is fluid, with the first and last names being more prominent than the middle initial.

Angie Russell

angierussell98@gmail.com

To Whom It May Concern,

We are writing in regards to Deanna's (of Let's Get Giggy with it Pet Services) Petition to include her residence in the zoning laws regarding "kenneling" in residential areas.

Without Deanna, we are not sure what we would do.

We have three dogs: Sergio, Frosty, and Esme.

Of the three, Deanna has been a godsend for Frosty, our shelter rescue special needs dog.

Frosty has megaesphogus, a genetic condition. With Frosty's specific megaesphogus condition, he does not have the ability to digest water correctly. It will get stuck in his esophagus never reaching his stomach, causing him to regurgitate it only moments after he drinks it. To counter act this one either can only give him a small amount of water at a time, or make him sit right after drinking for a minute so that gravity can help the water be pulled down into his stomach. As he is a husky, it is summer, and he has bountiful energy, he needs to drink a lot of water.

Last time we took Frosty to a traditional kenneling location, he was given a bowl of water in his caged area that would be refilled when empty. Even after notifying them of his condition they did not allow the special treatment that he needed. He would drink and then regurgitate it all moments later. Regurgitation at that volume is dangerous as he can aspirate on it and/or develop pneumonia, as well as esophagus damage.

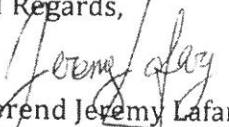
Deanna takes care of Frosty, and the others, like her own. We have never feared for Frosty while she has been in her care. She has always managed his issues even with other dogs at her home. Frosty has never come home from her house dehydrated or sick in anyway. He comes home happy and healthy.

When it comes to the other two, they are both in great need of human interaction and love. Esme has always been terrified of going to kennels, shaking and whimpering as we take her to one, but with Deanna, she is always excited to go. She gets the love that she needs, which is so incredibly important to Esme and us. Sergio was also a shelter dog, and in past times that we have taken him to a traditional kennel, he always fears that he is going back to the shelter, and being abandoned. We never have to fear with any of them that they will feel abandoned or scared in Deanna's care. We never have to fear that they will be neglected and come home with a host of anxiety issues or aggression.

Deanna makes her home their home, for which we are so incredibly grateful.

Please grant her Petition as we know she is angel not just to us and our furry family, but to all others in her and surrounding communities.

Kind Regards,


Reverend Jeremy Lafary

Samantha Lafary

512 North Runkle St.
Hanna City, IL 61536
Samantha: 321-663-5307
Rev. Lafary: 217-259-2118

Brett Wolters
Pekin, IL 61554
Phone: 309-346-5433

September 22, 2017

To whom it may concern,

This letter is to verify the importance of a dog daycare/boarding like Let's Get Giggy with it Pet Services provides. I have used their daycare and boarding multiple times and my dog loves it there. While on vacation we got updates from Larry and Deanna as well as pictures and a video. My dog was not locked up in a kennel or stuck outside. She was inside Larry and Deanna's home getting the same love and attention that they provide their own pets. The convenience of the drop-off and pick up hours was a plus as well.

Sincerely,



Brett Wolters

To Whom It May Concern:

I have known Deanna for years and she has cared for my dogs over those years. Quite frankly, I would trust her with anything because she is one of those hard-working, reliable, honest 'good people' that seem to be disappearing from the world! Deanna has a big heart and an even bigger understanding of animals. When we return from trips we can tell they are all in good spirits and have been well cared for. There is no one I would trust with my pets more than Deanna.

There are not many people in whom we would fully trust to properly care for our dogs in our absence, but Deanna is one of them. We highly recommend her services and would be glad to answer any questions about the care she provides. Given a choice I would never even think of using another pet sitter.

If you have any questions please do not hesitate to contact me.

Thanks

Michelle Becker

Perry, Jocelyn K.
1802 W. Pinewood Place
Peoria, IL 61614
October 2, 2017

Dear City of Pekin:

I am writing in reference to the petition for Let's Get Giggy with it Pet Services to be allowed to continue to provide dog watching and boarding within their home in Pekin, Illinois. We have two Alaskan Huskies named Maverick (8 years old) and Koda (3 years old) that have stayed with Deanna on a few occasions in their home. Our boys are very much a part of our family and while we generally take them with us on family getaways, there are some places that we are just not able to include them. On these occasions, we trust Let's Get Giggy with it Pet Services to care for our boys while we are away.

While our boys are with Deanna, not only do they have the opportunity to socialize and play with her dogs (who they love) and have a yard to run in, but she also continues to provide them the special diet that I make for our boys. Huskies tend to have very sensitive stomachs. Additionally, Maverick has always been a very picky eater and we've had a hard time keeping him at a healthy weight because he is not interested in eating. Since I have started this special diet for them, I have no problem getting him to eat. Deanna continues this when the boys visit her, which allows me to continue to make headway with their health.

After staying with Deanna, our boys come home exhausted and happy. Their excitement when we turn into her neighborhood is so great to see. We really struggled finding someone we trusted our boys with because they are so much a part of our lives that they are very sad and anxious when we leave them. However, knowing that they are having the time of their lives, are eating well, and have humans loving on them too makes our trips away so much better.

Please consider allowing Let's Get Giggy with it Pet Services to continue to provide this valuable service for families like us that have active, playful, attention-seeking dogs that just want to play and be loved as much as possible. Thank you for taking this matter into consideration. If you need to reach me with any questions or concerns, I can be reached at jocelynk829@hotmail.com or 309/657-2566.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jocelyn K. Perry', with a stylized flourish at the end.

Perry, Jocelyn K.

I came across this little slice of Heaven a few months ago called Lets Get Giggy With It Pet Service when I was looking for someone to watch my beloved dog for a day. I had used a Vet kennel one time a few years ago with my first Dane and it was not a good experience for me or my dog. I swore then I'd never do that to a pet again. When we met for a meet and greet with Deanna I knew right off this was the right place! Deanna has a heart of gold, and could tell she had a passion for what she provides for us pet owners...a piece of mind that our babies are being taken care of without being in a kennel for hours at a time. Their house and yard is a secure place for our pets to run free, play, and be loved. It was the first time I could actually go on a day trip without having to worry if my dog was alright. And again, for the first time I don't have to stress about what to do with my dog during this time. I have highly recommended this service to all my pet loving friends, and will continue to.

Thank you for listening, and God Bless Lets Get Giggy With It Pet Service!

Beverly Denning

1918 American St. Pekin, IL

September 25, 2017

To Whom It May Concern:

I currently take my dog, Nova, to Let's Get Giggy With It in Pekin, IL.

There are many reasons why I chose to take Nova there but the primary reason is because of the puppy care/daycare approach. I know I have a place that Nova can go to for the day while I am out of town for work and she will be well taken care of.

My experience with this business has been nothing but positive, the owner(s) are passionate about what they are doing and do everything within their means to keep a quiet, calm environment for pups and others around them.

If I can answer any questions or provide additional information please contact me at the number below.

Sincerely,

Lisa Alexander
Manito, IL
309-241-7994

To Whom it May Concern,

My name is Kathy Freed. I have lived in Dunlap for the past three years. A year and a half ago, my husband began traveling a lot for work and it became necessary for us to hire someone to come to our home during the day to let our dogs out. We had two puppies and two older labs, all of whom needed exercise and a little socialization during the day or else we frequently had accidents to clean up. My job was over twenty minutes away and my thirty minute lunch was not long enough to get home and back; plus I had worn out my welcome with my boss asking for extended lunch breaks. We were at a point where I felt pretty desperate, yet anxious about hiring someone to come into my home to care for my pets, let alone have access to my home without me present. Long story short, after finding "Let's Get Giggy With It," all my concerns were lifted.

Deanna and Larry drove 40 minutes on a Sunday afternoon to come meet our pooches before the first day visit. They did not increase their daily charges for us, even though we lived as far away as we did. Immediately, we could tell they were wonderful with dogs. Their love, knowledge, and natural ease in interacting with dogs was clear from the get-go.

On their daily visits, they would either text or post pictures and videos to Facebook to assure me everyone was well. They are extremely responsible and have never let us down, whether it be showing up, texting me back, or being where they said they would be for a drop off or pick up.

It wasn't long before we needed a place to board the dogs for an extended weekend. On our "meet & greet" play date with their pups, their knowledge regarding animal interactions and behavior was clearly evident; they are vigilant in ensuring that the dogs know who is in charge (the adults) and mind their manners. Additionally, they have talked about the systematic way they make sure all the dogs eat, and they do not charge extra (like our kennel did) for giving our 13 1/2 year old her arthritis medication twice a day.

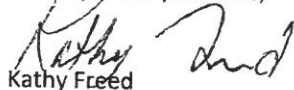
We are currently in the process of moving to Minnesota, and our dogs have fortunately been able to stay with Deanna and Larry since Labor Day. The home we are moving into needs a fence, and there are several hoops we need to jump through in order to get approval for it. We are still waiting for that approval, then we can place our order for the fence. Although the costs are adding up, they do not compare to the costs we would have incurred had we taken our dogs to a kennel.

Our past kennel's rates add up to \$96 per day, and if we want our dogs to be able to "play" for fifteen minutes, we would have to pay an additional five dollars PER DOG per day! At "Giggy's," they play frequently, and I even get to see it on Facebook! Deanna sends me cute pictures of my dogs lounging around her house, playing with each other and making new "friends." Their charge for all four of our dogs is \$37.50 per day, almost \$60 less than our kennel! I can only pray that we find a situation half as perfect in Minnesota!

In addition to the reasonable cost, Deanna and Larry treat our pets as they do their own. The dogs are extremely "at home" while in their care. From attending dog socializing events to lounging on the couch, snuggling in bed, and playing fetch in the yard, our dogs are just as much a part of their family as their own. If they can't be here with us, "Giggy's" is by far above and beyond my next best choice!

The service that "Let's Get Giggy With It" offers is phenomenal, and greatly needed in the community. I have referred several folks to them, and I truly hope that you will grant them their license. They are wonderful at what they do, and deserve the opportunity to continue serving the creatures and their owners in Pekin and the surrounding areas.

Thank you for your time,


Kathy Freed

Erica Fay
 347 Old Germantown Rd
 East Peoria, IL 61611
 Mobile: 989.627.5909

Subject: Reference Letter for Deanna Shanks dba Let's Get Giggy With It Pet Services

To Whom It May Concern:

My name is Erica Fay and this letter serves as my reference letter for Deanna Shanks in support of her home daycare/boarding over a traditional boarding facility.

I had the pleasure of using Deanna's home daycare (Let's Get Giggy With It Pet Services) in April of 2017 for fourteen days where I entrusted Deanna to care for my two young Siberian Huskies. I can say with absolute certainty that I would choose Deanna's home daycare/boarding over a traditional boarding facility for a number of reasons:

1. My dogs were able to be let out to relieve themselves more than just a couple of times a day while in the care of Deanna, which was incredibly important as one of the puppies was only four months old at the time and she needed to go out every few hours to continue her potty training. My puppy came home almost completely potty trained because Deanna worked with her and was consistent when letting her outside. A traditional boarding facility would allow dogs out maybe twice a day and that would have never worked with such a young puppy.
2. My dogs came home after fourteen days happy and exhausted. Siberian Huskies require an incredible amount of mental and physical stimulation and can be very destructive if they are not kept busy. I trusted Deanna to exercise my dogs each and every day and I was able to see that she did so in her numerous picture updates via social media and text. I cannot guarantee that a traditional boarding facility would even exercise my pets, let alone enough to keep them from becoming destructive.
3. My dogs had a comfortable stay at Deanna's as they were allowed in her home and had a comfortable place to sleep as opposed to concrete floors and small kennels, like they would in a traditional boarding facility. My pets do not do well in small kennels and would be very unhappy (and likely very vocal) if they were forced to stay in kennels for the majority of their fourteen-day stay.
4. I feel like my relationship with Deanna and her business is more consultative than transactional, which is an absolute requirement for me when I let anyone care for my pets. Deanna got to know my dogs and my routine for them as opposed to a traditional boarding facility, where the staff would likely need to know the very basics. Deanna proved to be very reliable and responded to any and all of my messages in a timely manner when I asked for an update on my pets. Deanna learned the background and vet information for my pets, but went further to understand their feeding schedules and preferences for being around other animals and how they liked to exercise.

All in all, Deanna treated my pets as her pets while my dogs were in her care. I chose Deanna and Let's Get Giggy With It Pet Services over traditional boarding facilities in the area for all of the aforementioned reasons and I will gladly choose Deanna's services in the future.

Sincerely,
 Erica Fay

September 28, 2017

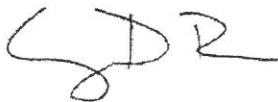
To Whom It May Concern:

I am writing this letter on the behalf of Ms. Deanna Shanks and Mr. Larry Clark. I have known Deanna and Larry for about 4 years and have had the pleasure and honor of being the veterinarian that cared for their pets in my previous associate veterinarian position at Pekin Veterinary Clinic in Pekin, Illinois. I got to treat all of their pets for all preventative care exams as well as more chronic conditions. Their love and compassion for all pets has been refreshing to witness and is such a positive impact on the community.

Deanna and Larry have a very solid understanding of preventative veterinary care required for pets to live a happy and healthy life. In times where special care is required, they are able to closely follow direction of veterinary professionals and provide the required care. They also are very familiar with socialization habits of pets in order for them to be in a safe situation at all times. Deanna has taken courses in pet CPR just in case the need arises for this emergency. They care for all pets just as if they are their own and take interest in making pets as comfortable as possible when they are caring for them. I would recommend them to anyone who is looking for a place for their pet to go if they are not able to take their pet along, including my own pets. They show compassion, love, and attention to all pets, which is required.

It has been my honor to know Deanna, Larry, and their family of wonderful pets. Please feel free to contact me with any questions/concerns.

Sincerely,



Dr. Cory D. Penn, DVM

dr.corypenn@gmail.com

309-337-9032



City of Pekin- Zoning and Inspections Department
 111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

Current Resident/Owner,

Notice is hereby given that a **PUBLIC HEARING** will be held for a Special Use Petition for a home occupation to conduct a dog daycare use at a property located at 1102 Chestnut Street with a Legal Description of SEC 35 T25N R5W Bush's Subd.7 Lot 191 (65' x 110' Exc. S 5') NE ¼ with the following P.I.N. # 04-04-35-214-003 in Tazewell County, Illinois.

Said Site Plan Review of the above petition to be held at a regular Meeting of the **Pekin Plan Commission**, 111 South Capitol Street, City Hall, City of Pekin, Illinois, on the **11th day of October 11, 2017**, at the hour of **5:30 P.M.**

All persons having an interest there in may appear to be heard.

John R. Lebegue
 Building Inspections / Development Director
 City of Pekin

*No I don't want the business in the
 neighbor.*

Berniece Eitenmiller
 1300 N. 11th St.

John R. Lebegue
 Building Inspections / Development Director
 jrlebegue@ci.pekin.il.us
 Office: (309) 478-5370



City of Pekin- Zoning and Inspections Department
 111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

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John R. Lebegue
 Building Inspections / Development Director
 City of Pekin

No, not in favor of a dog daycare in the neighbor!
Please read letter enclosed with reasons.

Thank you
Sandy Coffey

John R. Lebegue
 Building Inspections / Development Director
 jrlebegue@ci.pekin.il.us
 Office: (309) 478-5370

I live directly across the street from this residence. Always got along until other neighbor called in with complaints. I have not made any calls complaining but this residence is accusing me of doing so, and it has made disharmony between us. So we have had discussions, so anything mentioned in your meeting that I state here in this letter, the residence will know its my input on her to conduct a dog daycare. So please I hope you generalize everyone who is responding to not having this business in the home. So here is my opinion of this dog daycare conducted at this residence and my reasons:

No, I'm not in favor of the property at 1102 Chestnut St to conduct a dog daycare business in their home. She has been conducting this dog daycare for at least 2 1/2 years without a licensed permit to have this business in her home in the residential area. I have tolerated it, but now that I have been accused of complaining here are my reasons not to have the business

next →

Reasons

1. It has caused disharmony in the neighborhood.
2. Increase traffic on Chestnut Street
3. They allow their clients to leave their additional cars parked on the street while they are away. They bring 2 cars to this residence, 1 car carrying family and luggage and another car carrying 4 dogs. I know there is not an ordinance now in Pekin with cars parked out on street but this family residence usually has 1 car in their drive and 2 of their own parked on street plus then their clients vehicles.
4. Barking dogs, also at times they use a blow horn, I guess as a behavior technique to quiet the dogs down.
5. Dogs get out of the yard.
6. Increase barking with when people are walking or if mailman comes by.

next →

7. Deanna, residence owner through our discussions states she is certified in dog daycare. She states she is good friends with the Humain Society, they help them out. But here is some information I have heard from other that know this family residence. One of these statements came from a friend of Deanna's.

① "One dog died after a dog fight, while in Deanna possession. Uncertain if it was caused by her dog or another client's dog.

② They owned a cat that also got killed by another dog they have had in possession.

③ Another cat they owned died, I heard it was from an infection.

④ I heard they just got another cat from TAPS. Does TAPS know what is happening at this residence? Why is TAPS allowing them to adopt?

6. Deanna also told me, when she accused me

Next →

of calling with a complaint about her dog daycare business, again which I did not call, that she has had 20 dogs at one time at her residence. Is this appropriate in a 1 family dwelling?

There are a lot of elderly living in this area, A lot ^{to home} most of the day. I work 7-5 so, I don't see what's going on during the day but on evenings and weekends I do. So after a few of these elderly neighbors called with complaints, Deanna went around asking the neighbors if they called and complain. That's harassment, of course the elderly said no. So Deanna came to the conclusion it was me. Which I did not call with complaints. But now through this letter I guess I am.

My elderly 88 year old mother lives next door to me at 1300 N 11th. She had a stroke 2 years ago, unable to take care of herself so I have a caregiver

for her during the day. Then when I get off work I go to her home and take care of her and sleep all night at her residence. So even though I live across the street, I'm not at my home much.

I hope the Pekin Plan Commission takes in account this elderly residential area and their thoughts and complain and mine, that you conclude she does not conduct a dog daycare business in her home.

P.S. If not is she going to be monitored?

Sincerely

Sandy Coffey



ILLINOIS
Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

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John R. Lebegue
Building Inspections / Development Director
City of Pekin

*Mr. Lebegue,
We will be unable to attend this meeting because of a previous appointment. "However", we oppose this dog care at 1102 Chestnut or any other permit for dog care in Pekin. Too much smell & barking! Thank you for your cooperation.*

Barbara & Ron Trimble

John R. Lebegue
Building Inspections / Development Director
jrlebegue@ci.pekin.il.us
Office: (309) 478-5370

1100 Chestnut St.



Community. Opportunity. Home.

City of Pekin- Zoning and Inspections Department

111 S. Capitol Street, Pekin, Illinois 61554 – (309) 477-2315

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John R. Lebegue
Building Inspections / Development Director
City of Pekin

10-2-17

Plan Commission & City Council Members

*my name is Joyce Janssen, I live behind the house.
1102 Chestnut St. that wants to have a dog daycare.*

*We have put up all summer with dog fights, barking & smell from these dogs. I would please ask the plan Commission & City Council not to approve this petition. We can't go into our own backyards that these dogs 6 to 8 at times don't start barking at us!
I am sorry I can't attend your meeting because of health problems.
Thank you.*

*Mrs. & Mrs. Philip Janssen
1218 N-11th St*

John R. Lebegue
Building Inspections / Development Director
jrlebegue@ci.pekin.il.us
Office: (309) 478-5370
Pekin, Ill.