



City of Pekin

REGULAR CITY COUNCIL MEETING MONDAY, SEPTEMBER 13, 2021 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 - Aug 23, 2021 5:30 PM
5.	Public Input
6.	Consent Agenda
6.1.	Police Department Stats - August 2021
6.2.	Tazewell County Animal Control Billing - July 2021
6.3.	Accounts Payable To Be Paid Proof List thru September 03, 2021
6.4.	Proclamation Knights of Columbus "Intellectual Disabilities Week" September 17-19, 2021
6.5.	Proclamation "Chamber of Commerce Week" September 12-18, 2021
6.6.	Receive and File Bids for Maywood Ave. Storm Sewer Outfall Repair Project
6.7.	Resolution No. 317-21/22 Appointments Ethics Commission
7.	New Business
7.1.	Resolution No. 318-21/22 Award Maywood Ave. Storm Sewer Outfall Repair Project to Illinois Civil Contractors Inc.

	ACTION REQUESTED:	Approve and Adopt the Resolution.
7.2.	Resolution No. 319-21/22 Approval of 5 Year Service Agreement With Bluebird Network ACTION REQUESTED:	Approve and Adopt the Resolution.
7.3.	Resolution No. 320-21/22 CDBG Program Year 2021 Public Services Funding ACTION REQUESTED:	Approve and Adopt the Resolution.
7.4.	Ordinance No 3013 - 21/22 An Ordinance Amending Chapter 2, Article IV, of the Pekin City Code Regarding Police officer Appointments and Lateral Transfers ACTION REQUESTED:	Approve and Adopt the Ordinance.
7.5.	Ordinance No. 3014-21/22 Sale of City-Owned Property to Riverway Property Management, LLC ACTION REQUESTED:	Approve and Adopt the Ordinance.
7.6.	Ordinance No. 3015-21/22 Redevelopment Agreement with Riverway Property Management, LLC ACTION REQUESTED:	Approve and Adopt the Ordinance.
7.7.	Discussion - Capital Improvement Plan	
8.	Staff and City Council Reports	
9.	Executive Session 5 ILCS 120/2 (c) 11. Litigation	
10.	Adjourn	

 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 AUGUST 23, 2021 AT 5:30 O'CLOCK P.M.
 MARK LUFT * CHAIR * PRESIDING

FLAG PRESENTATION FROM TYLER RUE TO CITY OF PEKIN

Mayor Mark Luft, Fire Chief Trent Reeise and Police Chief John Dossey were each presented with a Certificate of Appreciation and American Flags that were flown for not less than 24 hours over Afghanistan during an operation in 2019. Illinois National Guard member Tyler Rue, whose troop was deployed to Afghanistan out of Bartonville, presented the flags on behalf of himself and his family in gratitude for the protection provided to the City of Pekin by the police and fire department.

PLEDGE OF ALLEGIANCE

National Guard Service member, Tyler Rue, led the Pledge of Allegiance. City Clerk, Sue E. McMillan, confirmed all members were present and logged on for electronic voting. A quorum was declared by Mayor Luft.

Attendee Name	Organization	Title	Status	Arrived
Rick Hilst	City of Pekin	Councilman	Present	5:10 PM
Karen Hohimer	City of Pekin	Councilwoman	Present	5:12 PM
Dave Nutter	City of Pekin	Councilman	Present	5:28 PM
Becky Cloyd	City of Pekin	Councilwoman	Present	5:09 PM
Lloyd Orrick	City of Pekin	Mayor Pro-Tem	Present	5:13 PM
John P Abel	City of Pekin	Councilman	Present	5:12 PM
Mark Luft	City of Pekin	Mayor	Present	5:11 PM

APPROVE AGENDA

4.1. Motion to: Approve agenda

RESULT: ADOPTED [UNANIMOUS]
MOVER: John P Abel, Councilman
SECONDER: Karen Hohimer, Councilwoman
AYES: Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft

APPROVAL OF MINUTES

5.1. City Council - Regular Meeting - Aug 9, 2021 5:30 PM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: John P Abel, Councilman
SECONDER: Lloyd Orrick, Mayor Pro-Tem
AYES: Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft

PUBLIC INPUT

Mr. John Marshall spoke to Council questioning why the City does not provide land surveys and expressed his concern regarding the pig at 1408 Charlotte.

Minutes Acceptance: Minutes of Aug 23, 2021 5:30 PM (Approval of Minutes)

Amy McCoy, Executive Director of the Pekin Chamber of Commerce, informed Council the details of the upcoming Marigold Festival hosted September 9-12, 2021.

CONSENT AGENDA

Motion to: **Approve Consent Agenda**

Mayor Luft welcomed comments or questions regarding the Consent Agenda.

Councilmember Hilst questioned the \$600 yearly subscription to the Journal Star newspaper on the Accounts Payable report that was charged to the Street Department. City Clerk Sue McMillan explained that the Journal Star was delivered to the Street Department in order to check legal notices as they are published in the paper. City Manager, Mr. Mark Rothert, informed Council that he would investigate cost savings to switch to the online service.

Councilmember Hilst also questions the premiums paid from Risk Management totaling \$231,000 that was being charged to this years' budget. Human Resources Director, Ms. Sarah Newcomb, explained that the amounts were from previous years and that they added up to the mid/max difference.

Finance Director, Mr. Bruce Marston, explained to Councilmember Hilst that they items were charged to the current fiscal year and that they were not budgeted as they were unknown amounts.

Council continued to discuss the insurance premiums and how the min/max program works.

RESULT:	ADOPTED [6 TO 1]
MOVER:	Dave Nutter, Councilman
SECONDER:	Becky Cloyd, Councilwoman
AYES:	Hohimer, Nutter, Cloyd, Orrick, Abel, Luft
NAYS:	Rick Hilst

- 7.1. **Police Department Stats - July 2021**
- 7.2. **Accounts Payable To Be Paid Proof List thru August 20, 2021**
- 7.3. **Financial Reports June 2021**
- 7.4. **Resolution No. 305-21/22 Mayor's Appointment of Becky Cloyd to the Infrastructure Improvements Committee**
- 7.5. **Resolution No. 306-21/22 Grant Justin Reeise Signature Authority for IDOT Documents**
- 7.6. **Resolution No. 307-21/22 Add Handicap Parking Signs at 4 N. 19th St.**
- 7.7. **Resolution No. 308-21/22 Add Deaf Child Sign at 101 N. 18th St.**
- 7.8. **Resolution No. 309-21/22 No Parking Zone on Prince Between 7th & 8th**
- 7.9. **Ordinance No. 3005-21/22 Final Plat for El Camino Fields 2nd Addition**
- 7.10. **Ordinance No. 3006-21/22 Variance Request for Property Located at 905 Derby Street**

NEW BUSINESS

- 8.1. **Ordinance No. 3007-21/22 Special Use Request for a Vehicle Impound Yard located at 1500 S 2nd Street**
City Manager, Mr. Mark Rothert, explained to Council that Staff made the recommendation to deny the special use request for a vehicle impound yard located at 1500 S 2nd Street.

Economic Development Director, Mr. Matt Fick, explained to Council that the request went before the newly formed Board of Appeals. The applicant was a previous business owner in Pekin that had issues with the previous property he owned. The Zoning Board of Appeals voted to recommend denial. Mr. Fick answered the Council's questions and explained that the applicant could not come back to the Board of Appeals for the same request on the same property but Mr. Mackey had another use in mind that would also require a special use that was similar to a retail use.

RESULT:	FAILED [0 TO 7]
MOVER:	Dave Nutter, Councilman
SECONDER:	John P Abel, Councilman
NAYS:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft

8.2. Ordinance No. 3008-21/22 An Ordinance Amending Article IV, Division 5 Section 5-4-5-2 of the Pekin City Code Regarding Sidewalk Use Permits

City Manager, Mr. Mark Rothert, presented the request to council to approve and adopt an ordinance amending the code regarding the Sidewalk Use Permit that was passed by Council earlier in the year. The current code stated the application shall be submitted to the Building Department/Development Director but upon dealing with various applications it was determined that an inspection of the sidewalk to ensure ADA compliance would be best performed by the Public Works Department or his designee. Staff recommended approval to amend Section 5-4-5-2 of the city code to have all applications and form be submitted to the Public Works Department for review, inspection and approval.

Council discussed violation procedures regarding ADA compliance. City Attorney, Ms. Kate Swise explained that a repeated violation would result in their permit being pulled and they could also be charged with a code violation.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft

8.3. Resolution No. 310-21/22 Purchase of Additional Garbage and Recycle Carts from Cascade Engineering

City Manager, Mr. Mark Rothert, presented the request to Council to purchase 510 garbage carts for the Solid Waste Department due to the low number of carts in the current inventory. The vendor chosen in the Sourcwell contract was Cascade Engineering. A 10 year warranty was included but it did not cover damaged wheels, cracks or broken bars. Delivery time was estimated to take 3—4 weeks.

Council questioned what the warranty did cover and was told that lids were the only part of the cart that was not excluded.

RESULT:	APPROVED [6 TO 1]
MOVER:	Karen Hohimer, Councilwoman
SECONDER:	John P Abel, Councilman
AYES:	Hohimer, Nutter, Cloyd, Orrick, Abel, Luft
NAYS:	Rick Hilst

8.4. Resolution No. 311-21/22 Approve Change Order for Court Street

City Engineer, Ms. Josie Esker, presented the request to approve a change order with R.A. Cullinan due to deteriorated concrete pavement that was discovered during median and pavement repairs between Valle Vista and Veterans Drive. The deteriorated concrete pavement was mostly limited to the turn lanes between Olt and Veterans. Ms. Esker explained that cores were taken in advance but it was not discovered in the samples.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Becky Cloyd, Councilwoman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft

8.5. Resolution No. 312-21/22 Purchase of Motorola Starcom Radios for the Police Department

Police Chief John Dossey, addressed the Council regarding the purchase of Motorola Starcom Radios for the police department. Chief Dossey explained that the police department radio system was failing with many system failures and part replacements becoming obsolete. Chief Dossey explained with the Starcom replacement, the area would be the biggest hub in the State of Illinois. The replacement would reap many benefits for public safety not only in Tazewell County but would simulcast out of Peoria County. A 5 year warranty, a lower cost with a radio package that included chargers, microphones, belt holders and batteries, was negotiated as part of the contractual agreement entered into by Tazewell County ETSB and Motorola last December. Chief Dossey explained that the police department had been working on this project since 2015.

Council discussed whether the old radios could be sold for parts. Chief Dossey suggested he could list them on Govdeals but did not believe the city would get very much for them. Chief Dossey added that once the equipment was installed at the dispatch area they could go live immediately. The tentative live date as June 2022.

Councilmember Nutter spoke in favor of the purchase.

Chief Dossey addressed the Council's questions regarding funding. Chief Dossey explained that with the dissolution of TP/CCC the remaining funds in the accounts were split between the City of Pekin and Tazewell County Sheriff with the City's share of \$233,898.28 that was deposited into the General Fund on April 23, 2021. The City also received a grant for \$2,000 through the Police Foundation. The difference between the requested amount of \$180,694.87 and the budgeted amount of \$178,000, would come out of the operating budget. The Fire Department may utilize the remaining funding for radios at a later date as well.

City Manager, Mr. Mark Rothert, applauded the Police Chief for taking a leadership role across the county and felt fortunate to have him with Pekin. Mayor Luft concurred.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Hilst, Councilman
SECONDER:	Karen Hohimer, Councilwoman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft

8.6. Resolution No. 313-21/22-Approval of the CDBG 2020 Consolidated Annual Performance and Evaluation Report (CAPER)

CDBG Program Manager, Mr. David Bess, presented the approval of the CDBG 2020 Consolidated Annual Performance and Evaluation Report explaining that HUD requires each year to produce a report of how many benefited from CDBG. Mr. Bess added that a public comment period was provided during the public hearing. Mr. Bess pointed out that due to a calculation error in the HUD system, a modification was made on Page 199 correcting the number to include a few of the activities.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Becky Cloyd, Councilwoman
SECONDER:	Lloyd Orrick, Mayor Pro-Tem
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft

Motion to: **Amend Resolution 314-21/22 Amendment to TIF Incentive Program for New Residential Home Building Effective as the Adoption Date of the Court Street TIF**

Following Council discussion of the TIF Incentive Program for new residential home building, Councilmember Orrick made a motion to amend Resolution No. 314-21/22 Amendment to TIF Incentive Program for New Residential Home Building effective as of the adoption date of the Court Street TIF, seconded by Councilmember Hohimer. All present vote Aye by electronic vote. Motion passed.

City Manager, Mr. Mark Rothert, believed the adoption of the Court Street TIF was January 12, 2021.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lloyd Orrick, Mayor Pro-Tem
SECONDER:	Becky Cloyd, Councilwoman
AYES:	Hilst, Hohimer, Nutter, Cloyd, Orrick, Abel, Luft

8.7. 2743 : Resolution No. 314-21/22 Amendment to TIF Incentive Program for New Residential Home Building as amended

City Manager, Mr. Mark Rothert, presented the request to Council to approve the resolution regarding the amendment to the TIF Incentive Program for new residential home building. Mr. Rothert explained that at the July 12, 2021 Council meeting, a new residential tax increment financing incentive program was created to help foster residential growth and development within the community. The program was designed to incentivize individuals and families to build a new primary residence on property located in a residentially zoned area of an existing TIF District in the City of Pekin. Mr. Rothert further described the program affirming that any homeowner building a new home on residentially zoned property within the City's TIF District would be eligible for incentives that included an annual reimbursement of 80% of net TIF increment generated by paid property taxes, up to a cumulative reimbursement total of \$30,000 and over a ten-year timespan. Incentives would also be funded on a pay-as-you-go basis where homeowners pay their annual property taxes and are then reimbursed in accordance with a redevelopment agreement with the City. Mr. Rothert declared that reimbursement benefit stayed with the property and was transferable to any new homeowner of that property if sold within the ten year incentive timeframe. The benefit would be limited by the life expectancy of the tax increment finance districts in the City which were set to expire at varying times. Mr. Rothert continued to discuss the program describing the proposed tiered system that

would allow homeowners to sell and to increase incentive to purchase lots to help trigger development.

Mayor Luft spoke in favor of the program.

Council discussed scenarios in which the homeowner would benefit and the start date of the program.

RESULT:	APPROVED [6 TO 1]
MOVER:	Becky Cloyd, Councilwoman
SECONDER:	John P Abel, Councilman
AYES:	Hohimer, Nutter, Cloyd, Orrick, Abel, Luft
NAYS:	Rick Hilst

8.8. Discussion - Police Operations and Staffing

Police Chief John Dossey led the discussion regarding police operations and staffing. Chief Dossey enlightened the Council of new concerns of the house bill that will affect the future of the department. Chief Dossey informed Council that two officers had retired and many individuals were out on injuries creating inadequate staffing levels. Due to the massive amount of overtime officers are becoming overworked. Chief Dossey outlined the intricate details of hiring and training officers and how it affects the department. He has been looking at other options to stay competitive with other agencies that offer incentives. Offering the ability to allow a lateral transfer with time and rank would allow a cost saving of \$7,000 by not having to send them to academy as the City of Peoria and Peoria County do. Another incentive would be to lift the residency requirement in order to further expand the pool of hiring officers. Chief Dossey stressed that there were several officers able to retire and he would like to plan ahead.

Mayor Luft commented that between the new House Bill and the residency specifications there has been a trend of incentives to bring police officers to other areas. The highest incentive he had seen was \$30,000 with no residency requirements, a relocation fee and good salary.

Council discussed the current crime rate in Pekin and drug related arrests.

Chief Dossey asserted that a lateral candidacy ordinance would be forth coming and residency would be contractual.

8.9. Discussion - Five Year Capital Improvement Plan FY22-FY26

City Manager, Mr. Mark Rothert, led the discussion regarding the Five Year Capital Improvement Plan for FY22-FY26. Mr. Rothert presented a list of 150 projects that included streets, sewers, sidewalks, and vehicle purchases to be completed over the next 5 years. The CIP will be discussed at the next Public Infrastructure meeting in September for additional input and a recommendation to be forwarded at the second City Council meeting in September.

Mayor Luft encouraged Councilmembers to attend next month's Public Infrastructure Meeting, to look over the projects and to meet with the City Manager to absorb information before Council meets again with too many questions.

8.10. Discussion - Goal Setting for City Council

City Manager, Mr. Mark Rothert, led the discussion with Council regarding goal setting for the City Council. Mr. Rothert reviewed the goals set in 2019 and how it could be found on every request for Council action. Mr. Rothert informed Council that 90% of those objectives were obtained with the exception of the Five Year

Capital Improvement Plan that was presented in draft form. Mr. Rothert questioned Council's desire to revisit the goals for a similar exercise to see where the City was headed. Mr. Rothert asked for feedback from Council to move forward and what timeline was desired.

Mayor Luft commented that the last two years moved the City into a transformation for the better.

Councilmember Orrick requested copies of the past few budgets to compare how money was spent within the different departments and how the transfer from the Enterprise Fund impacted the General Fund.

CITY COUNCIL OR STAFF REPORTS

Councilmember Orrick encouraged everyone to give back and participate in the upcoming Marigold Festival.

Councilmember Hohimer was looking forward to the Reditus open house tomorrow night.

Councilmember Abel announced new events for the upcoming Marigold Festival that included a Friday night home game with fireworks.

Councilmember Hilst requested an update on the audit.

Finance Director, Mr. Bruce Marston, gave an updated stating that he had a conversation with the managing partner and agreed on a firm date of October 31, 2021 for the FY19 audit.

Councilmember Hilst questioned Public Works Director, Mr. Justin Reeise, regarding a traffic issue by the school on Capitol Street. Mr. Reeise informed Councilmember Hilst that he had reached out to them but did not have a conversation. Mr. Reeise believed that after speaking with the crew that the issue correlates with school drop off with temperature checks.

Mayor Luft announced that the Marigold Festival Committee was in need of volunteers and encouraged everyone to participate.

EXECUTIVE SESSION 5 ILCS 120/2 (C) 2. COLLECTIVE NEGOTIATION MATTERS AND 11. LITIGATION

A motion was made by Councilmember Orrick seconded by Councilmember Abel to move into Executive Session to discuss 5 ILCS 120/2 (c) 2. Collective Negotiation Matter and 11. Litigation at 7:41 PM.

Mayor Luft stated that no action would be taken after Executive Session.

ADJOURN

The Council returned to open session and without further action to come, motion was made by Council Member Orrick, seconded by Council Member Hohimer to adjourn. Motion carried viva voce. Mayor Luft adjourned the meeting at 8:55 P.M.

**REQUEST FOR COUNCIL ACTION**

Agenda Date: September 13, 2021
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: PD Stats - August 2021

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/9/2021

Date:

Aug 2021 WEEKLY STATS	Aug 1 - 7	Aug 8-14	Aug 15 - 21	Aug 22 - 28	Aug 29 - Sept 4	TOTAL
PATROL						
Calls for service	499	543	515	486	510	2553
Buisness / Bar checks	87	114	88	96	84	469
Traffic stops	55	43	41	25	50	214
Phone calls & station information	46	39	51	35	50	221
Reports	82	71	62	55	63	333
Supplements	27	30	17	26	23	123
Impounds	7	6	7	2	10	32
Arrests	102	68	68	77	99	414
Citations	30	41	59	15	42	187
Written warnings	31	16	14	18	30	109
Cell phone	1	1	1	1	1	5
Truck route	0	0	0	0	0	0
Low-speed gas bicycle	1	0	0	0	1	2
Pedestrian stops	0	0	0	0	0	0
DUI	0	1	1	0	2	4
Crashes	9	16	27	14	16	82
Field contact	0	0	0	0	1	1
Parking tickets - Parking Enforce	1	3	2	5	5	16
Parking tickets - Patrol	0	0	2	2	2	6
Animal controls tickets - AC	0	0	0	0	0	0
Animal - Patrol	0	0	0	0	0	0
NOT COUNTED (those listed below)						
Julie notifications	0	0	0	0	0	0
Repossessions	1	0	0	0	0	1
Incident created in error	0	0	0	0	0	0
Law test nature code	0	0	0	0	0	0

RECORDS						
Notice to Appear	0	0	0	0	0	0
Citations	1	0	0	0	3	4
Warnings	1	0	0	0	0	1
Freedom of Information / Pages	14 / 139 pgs	16 / 74 pgs	16 / 339 pgs	38 / 588 pgs	12 / 160 pgs	96 / 1270 pg
CD/DVD'S FOR FOI OR SUBPOENAS	7	0	2	3	NA	12
SEX Offender Registration	14	12	10	10	9	55
Impounds processed	7	6	7	2	10	32
Impound fees collected	\$ 3,500.00	\$ 1,000.00	\$ 2,000.00	\$ 7,500.00	\$ 3,500.00	\$17,500.00
Fines collected	\$ 3,945.50	\$ -	\$ 3,710.00	\$0.00	NA	\$7,655.50
Reports	0	2	2	0	0	4
Supplemental reports	0	1	0	0	0	1
Fingerprints processed	0	0	1	0	NA	1
Court case files	20	13	23	18	17	91
DVD/CD for court	3	8	7	10	10	38
Pieces of logged evidence	51	17	29	32	32	161
Backgrounds for other LAW/GOVT. Agen	17	18	29	9	8	81
False alarm letters	2	3	0	0	2	7
Certificate of Purchase	0	5	2	0	12	19
Certificate of Purchase Final Letters	0	6	7	0	0	13
Evidence Pulled to be destroyed	3	3	2	2	90	100
Subpoenas / Expungements	000 / 000	000 / 001	000 / 001	000 / 001	000 / 000	000 / 003
AVRS Crash Report Sales / \$	10 / \$50	22 / \$110	28 / 148	19 / \$75	14 / \$70	93 / \$453

Attachment: PD Stats - August 2021 (2769 : PD Stats - August 2021)

**REQUEST FOR COUNCIL ACTION**

Agenda Date: September 13, 2021
To: Council Members
From: Lee Wrhel, Police & Fire Secretary

AGENDA ITEM: Tazewell County Animal Control Billing - July 2021

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/7/2021

Date:

RECEIVED AUG 20 2021

Tazewell County Animal Control**INVOICE**

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

INVOICE #	DATE
07-2105	08/01/2021

BILL TO

City of Pekin
 111 S. Capitol St. Room 242
 Pekin, IL 61554

DESCRIPTION	AMOUNT
City Contract Fee – July Services Rendered 07/01/2021 – 07/31/2021	\$3,828.91
Thank you! TOTAL	\$ 3,828.91

Attachment: Animal Control Billing July 2021 (2751 : Tazewell County Animal Control Billing - July 2021)

Case Intake Register 07-01-2021 to 07-31-2021

Record count on this entire report: 99

Run Date: 08-12-2021 03:26:53 PM by Libby Aeschleman

FAX: (309) 925- 3633

Group By Municipality

Order By Municipality

Page Number: 9 of 14

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
07-23-2021 3	07-23-2021	Owner Surrender/Owner Turn-in		Tyler Mclean	#151342/F/Dog/Terrier	
07-16-2021 2	07-16-2021	Euthanasia Request/Aco Pickup	Harms, Jaymee	George Squires	#65572/M/Dog/Pit Bull	
07-06-2021 1	07-03-2021	Stray/Aco Pickup	Rush, Theresa	Ashlee Roberson	#190269/M/Dog/Pit Bull	10226
07-22-2021 2	07-22-2021	Stray/Aco Pickup	Yocum, Joey		#196981/M/Cat/Dsh	10322
07-12-2021 2	07-12-2021	Stray/Aco Pickup	Yocum, Joey	Anne Henry	#188581/M/Dog/Gsd	10248
07-19-2021 1	07-19-2021	Stray/Aco Pickup	Harms, Jaymee	Jason Crawley	#196864/M/Dog/Shar-pei	10288
07-22-2021 1	07-22-2021	Stray/Citizen Turn-in			#196974/F/Dog/Labrador Retriever	
07-12-2021 6	07-12-2021	Owner Surrender/Aco Pickup	Harms, Jaymee		#196794/M/Dog/Doberman Pinscher	10255
07-08-2021 3	07-08-2021	Stray/Aco Pickup	Harms, Jaymee	Cody Stooke	#86870/F/Dog/Chihuahua	10239
07-15-2021 3	07-15-2021	Euthanasia Request/Owner Turn-in		Sandra Maloney	#89350/M/Dog/Pit Bull	
07-14-2021 3	07-14-2021	Stray/Aco Pickup	Rush, Theresa		#196826/M/Cat/Dsh	10269
07-08-2021 5	07-08-2021	Stray/Aco Pickup	Harms, Jaymee		#196736/U/Cat/Dsh	10241
07-01-2021 3	07-01-2021	Stray/Aco Pickup	Yocum, Joey	Shyanne Whitener	#195462/M/Dog/Pit Bull	10192
07-01-2021 4	07-01-2021	Owner Surrender/Aco Pickup	Yocum, Joey	Eric Henson	#196638/M/Dog/Pit Bull	
07-14-2021 2	07-14-2021	Stray/Aco Pickup	Rush, Theresa	Stephanie Snedden	#196112/F/Dog/Great Dane	10268
07-06-2021 10	07-06-2021	Owner Surrender/Owner Turn-in		Sandy Furkin	#196714/M/Bird/Parakeet (other)	
07-01-2021 2	07-01-2021	Stray/Aco Pickup	Yocum, Joey	Tiffany Maile	#195808/F/Dog/Basset Hound	10191
07-06-2021 9	07-06-2021	Stray/Citizen Turn-in			#196713/M/Cat/Dsh	
07-02-2021 4	07-02-2021	Owner Surrender/Owner Turn-in		Stephanie Anthony	#118099/M/Dog/Dachshund	
07-02-2021 5	07-02-2021	Owner Surrender/Owner Turn-in		Stephanie Anthony	#118098/M/Dog/Dachshund	
07-19-2021 2	07-19-2021	Owner Surrender/Owner Turn-in		Maddison Haynes	#196885/F/Dog/Dachshund	
07-08-2021 2	07-08-2021	Owner Surrender/Aco Pickup	Harms, Jaymee	Russell Keller	#117116/M/Dog/Lhasa Apso	10233
07-04-2021 1	07-04-2021	Stray/Aco Pickup	Rush, Theresa	Lindsey Nance	#124121/M/Dog/Great Pyrenees	10224
07-30-2021 2	07-30-2021	Stray/Aco Pickup	Rush, Theresa	Matt Sciortino	#181492/M/Dog/Husky	10349
07-30-2021 3	07-30-2021	Stray/Aco Pickup	Rush, Theresa	Matt Sciortino	#181493/F/Dog/Husky	10349
07-23-2021 4	07-23-2021	Owner Surrender/Owner Turn-in		Tyler Mclean	#175189/M/Dog/Blue Heeler	
07-13-2021 4	07-13-2021	Confiscated/Aco Pickup	Harms, Jaymee	Jeremy Durando	#172334/F/Dog/Pit Bull	10262
07-13-2021 5	07-13-2021	Stray/Aco Pickup	Harms, Jaymee	Jeremy Durando	#172335/M/Dog/Pit Bull	10262
07-19-2021 4	07-19-2021	Stray/Citizen Turn-in		Linda Berger	#180817/F/Dog/Cocker Spaniel	
07-30-2021 1	07-30-2021	Stray/Aco Pickup	Rush, Theresa	Matt Sciortino	#191666/M/Dog/Vizsla	10349
07-16-2021 1	07-16-2021	Stray/Aco Pickup	Harms, Jaymee	Birtheey Brown	#196853/F/Cat/Dih	10283
07-13-2021 6	07-13-2021	Confiscated/Aco Pickup	Harms, Jaymee		#196804/M/Dog/Pit Bull	10262
07-12-2021 3	07-12-2021	Owner Surrender/Aco Pickup	Yocum, Joey	Nick Spierowski	#196424/M/Dog/Hound	
07-29-2021 2	07-29-2021	Wildlife/Aco Pickup	Yocum, Joey		#197202/U/Other/Raccoon	10347
07-26-2021 3	07-26-2021	Stray/Aco Pickup	Rush, Theresa		#197073/F/Dog/Husky	10330
07-15-2021 1	07-15-2021	Stray/Citizen Turn-in		Haylee Peterson	#195672/F/Dog/Husky	

Tazewell County Animal Control**Case Intake Register 07-01-2021 to 07-31-2021**

Record count on this entire report: 99
 Run Date: 08-12-2021 03:26:53 PM by Libby Aeschleman
 FAX: (309) 925-3633

Group By Municipality
 Order By Municipality
 Page Number: 10 of 1

Municipality: PEKIN

Case ID	Intake Date	Reason and Transport	ACO	Owner at intake	Animal	Officer Call
07-20-2021 8	07-20-2021	Euthanasia Request/Owner Turn-in		Debbie Goewey	#89308/F/Cat/Dsh	
07-29-2021 3	07-29-2021	Stray/Aco Pickup	Yocum, Joey		#197204/U/Cat/Dsh	10348
07-21-2021 2	07-21-2021	Stray/Aco Pickup	Rush, Theresa		#196935/M/Cat/Dmh	10315
07-25-2021 1	07-25-2021	Stray/Aco Pickup	Rush, Theresa	Shannon Freeman	#191994/F/Dog/Pomeranian	10327
07-21-2021 3	07-21-2021	Stray/Aco Pickup	Rush, Theresa		#196938/F/Cat/Dmh	10315
07-21-2021 4	07-21-2021	Stray/Aco Pickup	Rush, Theresa		#196939/F/Cat/Dsh	10315
07-28-2021 4	07-28-2021	Stray/Citizen Turn-in			#197196/M/Cat/Dmh	
07-20-2021 7	07-20-2021	Wildlife/Aco Pickup	Yocum, Joey		#196904/U/Bird/Hawk	10302
07-20-2021 2	07-20-2021	Stray/Citizen Turn-in			#196901/F/Cat/Dsh	
07-21-2021 5	07-21-2021	Stray/Aco Pickup	Rush, Theresa		#196941/F/Cat/Dsh	10315
07-21-2021 6	07-21-2021	Stray/Aco Pickup	Rush, Theresa		#196942/F/Cat/Dsh	10315
End of Group	Group count:	47				

**REQUEST FOR COUNCIL ACTION**

Agenda Date: September 13, 2021
To: Council Members
From: Roy Beckham,

AGENDA ITEM: Accounts Payable To Be Paid Proof List thru September 03, 2021

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/7/2021

Date:

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 08/31/2021 - 12:48PM
 Batch: 00014.08.2021 - missy1 9-3-21



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
A to Z Rental									
10005									
88988	8/17/2021	4.11	0.00	09/03/2021				No	0
100-034-522400 General Supplies				pulley cable					
88988 Total:		4.11							
89054	8/20/2021	98.52	0.00	09/03/2021				No	0
100-068-522400 General Supplies				mower blades					
89054 Total:		98.52							
A to Z Rental Total:		102.63							
AAA Certified Confidential Security Corp									
10891									
90831	8/13/2021	46.00	0.00	09/03/2021				No	0
100-990-569000 Other Contractual Service				confidential material disposed 8/11/21					
90831 Total:		46.00							
90840	8/13/2021	47.40	0.00	09/03/2021				No	0
100-761-569000 Other Contractual Service				confidential material disposed 8/13/21					
90840 Total:		47.40							
AAA Certified Confidentialia		93.40							

Advance Auto Parts

AP-To Be Paid Proof List (08/31/2021 - 12:48 PM)

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
12965									
2275	8/5/2021	14.49	0.00	09/03/2021				No	0
100-034-534000 Automotive Expense				heater hose fittings for T4					
2275 Total:		14.49							
2605	8/12/2021	34.83	0.00	09/03/2021				No	0
223-026-534000 Automotive Expense				serpentine belt for rc1					
2605 Total:		34.83							
2607	8/12/2021	50.04	0.00	09/03/2021				No	0
699-069-534000 Automotive Expense				brake caliper/bracket for vmf 5077					
2607 Total:		50.04							
2745	8/10/2021	6.14	0.00	09/03/2021				No	0
100-761-534000 Automotive Expense				bumper clip for squad 5172					
2745 Total:		6.14							
*** 2765	8/11/2021	20.74	0.00	09/03/2021				No	0
100-761-534000 Automotive Expense				door actuator for squad 5105					
2765 Total:		20.74							
2768	8/11/2021	174.16	0.00	09/03/2021				No	0
699-069-534000 Automotive Expense				brake pads and rotors for vmf 5077					
2768 Total:		174.16							
2769	8/11/2021	106.58	0.00	09/03/2021				No	0
699-069-534000 Automotive Expense				brake rotors for vmf 5077					
2769 Total:		106.58							
2779	8/11/2021	68.88	0.00	09/03/2021				No	0
699-069-534000 Automotive Expense				brake caliper/bracket for vmf 5077					
2779 Total:		68.88							
9212	8/10/2021	18.18	0.00	09/03/2021				No	0
501-501-534000 Automotive Expense				tire straps					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
9212 Total:		18.18							
9275	8/12/2021	-20.14	0.00	09/03/2021	core credit			No	0
699-069-534000 Automotive Expense									
9275 Total:		-20.14							
9336	8/13/2021	27.28	0.00	09/03/2021	mower oil filters			No	0
100-068-522400 General Supplies									
9336 Total:		27.28							
9337	8/13/2021	46.87	0.00	09/03/2021	fuel filters for st405			No	0
445-041-534000 Automotive Expense									
9337 Total:		46.87							
Advance Auto Parts Total:		548.05							
All Purpose Polygraph 12588									
1345	8/23/2021	300.00	0.00	09/03/2021	pre employment polygraphs-PD-BG/JE			No	0
100-990-590900 Police And Fire Commission									
1345 Total:		300.00							
All Purpose Polygraph Tot		300.00							
All Small Engine N More LLC 13945									
*** 2229	8/2/2021	59.00	0.00	09/03/2021	inspection for yw4			No	0
223-025-557200 License And Inspection Fees									
*** 2229	8/2/2021	39.00	0.00	09/03/2021	inspection for street #50			No	0
100-032-557200 License And Inspection Fees									
2229 Total:		98.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
	All Small Engine N More L	98.00							
Altorfer Inc 10019									
pc330174677	7/24/2021	16.18	0.00	09/03/2021	oil rail o-ring for T4			No	0
100-034-534000 Automotive Expense									
pc330174677 Total:		16.18							
pc330174762	7/27/2021	221.97	0.00	09/03/2021	dipstick tube for T4			No	0
100-034-534000 Automotive Expense									
pc330174762 Total:		221.97							
pc330174796	7/28/2021	58.23	0.00	09/03/2021	oil seal, front cover for T4			No	0
100-034-534000 Automotive Expense									
pc330174796 Total:		58.23							
Altorfer Inc Total:		296.38							
Amerencilco 10021									
*** 0931067015	8/18/2021	30.71	0.00	09/03/2021	324 court st 7/18-8/16/21			No	0
100-068-550100 Utilities									
0931067015 Total:		30.71							
*** 2063131008	8/16/2021	1,102.73	0.00	09/03/2021	traffic lighting 6/17-8/11/21			No	0
240-240-550600 Electricity For Signal Lights									
2063131008 Total:		1,102.73							
*** 2349029006	8/17/2021	807.34	0.00	09/03/2021	liftstations 6/20-8/11/21			No	0
231-030-550100 Utilities									
2349029006 Total:		807.34							
*** 2434114066	8/17/2021	1,627.50	0.00	09/03/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
240-240-550500 Electricity For Street Lights				customer owned street lights 7/16-8/16/21					
2434114066 Total:		1,627.50							
*** 5055401068	8/20/2021	114.33	0.00	09/03/2021	CTV0-00V	expense		No	0
445-041-580500 Street Construction				2936 court st/field office 7/20-7/27/21					
5055401068 Total:		114.33							
*** 8695491773	8/17/2021	5,483.68	0.00	09/03/2021				No	0
240-240-550500 Electricity For Street Lights				street lights 7/16-8/16/21					
8695491773 Total:		5,483.68							
Amerencilco Total:		9,166.29							
Armature Motor & Pump Co. 12391									
37175	8/10/2021	9,520.00	0.00	09/03/2021				No	0
231-000-151500 Machinery And Equipment				submersible pump for el camino liftstation					
37175 Total:		9,520.00							
Armature Motor & Pump C		9,520.00							
Atlas Supply Company 10038									
25118	8/24/2021	400.71	0.00	09/03/2021				No	0
100-068-522400 General Supplies				rubber anit fatigue mats					
25118 Total:		400.71							
Atlas Supply Company To		400.71							
Axon Enterprise, Inc. 10631									
inus007054	8/21/2021	1,992.00	0.00	09/03/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
100-761-529000 Equipment					8-signal sidearm kits				
	inus007054 Total:	1,992.00							
	Axon Enterprise, Inc. Total	1,992.00							
Azavar Audit 14491									
154022	8/2/2021	4,363.46	0.00	09/03/2021				No	0
100-990-569000 Other Contractual Service					comcast settlement payment				
	154022 Total:	4,363.46							
	Azavar Audit Total:	4,363.46							
Behrlawn Mowing & Yard Work 14496									
2227	8/24/2021	70.00	0.00	09/03/2021				No	0
100-068-534200 Buildings And Grounds Rep					mowed liftstation on brenkman 8/23/21				
	2227 Total:	70.00							
	Behrlawn Mowing & Yard	70.00							
Calpine Energy Solutions 10590									
*** 2123100150820	8/20/2021	15.60	0.00	09/03/2021				No	0
240-240-550600 Electricity For Signal Lights					traffic lights 6/17-7/20/21				
*** 2123100150820	8/20/2021	3,185.55	0.00	09/03/2021				No	0
240-240-550500 Electricity For Street Lights					street lights 6/16-7/16/21				
*** 2123100150820	8/20/2021	58.90	0.00	09/03/2021				No	0
525-525-550100 Utilities					13906 airport ln elec vault 7/5-8/3/21				
	212310015082008 Total:	3,260.05							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Calpine Energy Solutions T	3,260.05							
Cat Financial Services 10104									
0011048989000	8/16/2021	1,673.17	0.00	09/03/2021				No	0
445-041-524000	Lease/Rental of Equipment			monthly payment on wheel loader 8/21					
0011048989000	Total:	1,673.17							
Cat Financial Services	Tota	1,673.17							
CenturyLink 10111									
*** 304021116	8/10/2021	40.75	0.00	09/03/2021				No	0
100-009-550300	Telephone			fax at street dept 8/10-9/9/21					
304021116	Total:	40.75							
*** 304022613	8/10/2021	60.58	0.00	09/03/2021				No	0
231-031-550300	Telephone			phone service for lift stations 8/10-9/9/21					
304022613	Total:	60.58							
*** 304027612	7/13/2021	73.09	0.00	09/03/2021				No	0
100-009-550300	Telephone			paggers for fire dept 6/13-7/12/21					
304027612	Total:	73.09							
*** 304062244	7/25/2021	50.38	0.00	09/03/2021				No	0
100-009-550300	Telephone			phone service for fire dept 7/25-8/24/21					
304062244	Total:	50.38							
CenturyLink	Total:	224.80							
Chemco Industries, Inc 11098									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
108101	8/12/2021	622.85	0.00	09/03/2021				No	0
231-031-522400 General Supplies				general supplies for safety, protection and maintenance					
108101 Total:		622.85							
Chemco Industries, Inc Tot		622.85							
CINTAS Corporation 10115									
409127744	7/15/2021	177.32	0.00	09/03/2021				No	0
699-069-569000 Other Contractual Service				clean uniforms 7/15/21					
409127744 Total:		177.32							
4092045254	8/5/2021	177.32	0.00	09/03/2021				No	0
699-069-569000 Other Contractual Service				clean uniforms 8/5/21					
4092045254 Total:		177.32							
4092724672	8/12/2021	177.32	0.00	09/03/2021				No	0
699-069-569000 Other Contractual Service				clean uniforms 8/12/21					
4092724672 Total:		177.32							
CINTAS Corporation Tota		531.96							
City Solutions Consulting LLC 14124									
*** 70	8/30/2021	240.00	0.00	09/03/2021				No	0
270-270-560500 Consulting Services				consultant fee 8/17-8/30/21					
*** 70	8/30/2021	240.00	0.00	09/03/2021				No	0
273-273-560500 Consulting Services				consultant fee 8/17-8/30/21					
*** 70	8/30/2021	240.00	0.00	09/03/2021				No	0
275-275-560500 Consulting Services				consultant fee 8/17-8/30/21					
*** 70	8/30/2021	2,480.00	0.00	09/03/2021				No	0
277-277-560500 Consulting Services				consultant fee 8/17-8/30/21					
*** 70	8/30/2021	880.00	0.00	09/03/2021				No	0
100-793-560500 Consulting Services				consultant fee 8/17-8/30/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	70 Total:	4,080.00							
	City Solutions Consulting L	4,080.00							
Comcast Cable 11073 *** 203200090660	8/19/2021	289.07	0.00	09/03/2021				No	0
525-525-550300 Telephone				internet and phone service at airport 8/23-9/22/21					
	203200090660 Total:	289.07							
	Comcast Cable Total:	289.07							
Conway Shield 14482 0478722	8/10/2021	965.00	0.00	09/03/2021				No	0
100-034-529000 Equipment				4 fire helmets					
	0478722 Total:	965.00							
0478852	8/11/2021	56.40	0.00	09/03/2021				No	0
100-034-529000 Equipment				fire shield					
	0478852 Total:	56.40							
0478920	8/13/2021	146.11	0.00	09/03/2021				No	0
100-034-529000 Equipment				webbing					
	0478920 Total:	146.11							
	Conway Shield Total:	1,167.51							
CUES 11570 592020	7/26/2021	10,725.00	0.00	09/03/2021				No	0
100-009-538000 Maintenance Agreements				sewer video software maintenance 7/10/21-7/10/22					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	592020 Total:	10,725.00							
	CUES Total:	10,725.00							
Dossey, John 12954 expense-0921	8/30/2021	1,761.60	0.00	09/03/2021				No	0
100-761-519000 Training And Education				IACP conference 9/10-15/21					
	expense-0921 Total:	1,761.60							
	Dossey, John Total:	1,761.60							
DreamScapes Landscaping, LLC 11807 08262021	8/30/2021	305.00	0.00	09/03/2021				No	0
208-208-597700 Sponsorships				downtown street part port-a-potties 8/21/21					
	08262021 Total:	305.00							
	DreamScapes Landscaping,	305.00							
Esker, Josie 13323 expens0821	8/19/2021	77.00	0.00	09/03/2021				No	0
100-007-554300 Uniforms And Tools				gasket kit for air meter reimbursement					
	expens0821 Total:	77.00							
	Esker, Josie Total:	77.00							
F. L. Sons Fire Equipment Inc 11521 11770	5/14/2021	1,797.13	0.00	09/03/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
525-525-529000 Equipment					new fire extinguishers				
11770 Total:		1,797.13							
F. L. Sons Fire Equipment		1,797.13							
Fales, Colton 14355 expense-0821	8/16/2021	522.21	0.00	09/03/2021				No	0
100-034-519000 Training And Education					books for required class				
expense-0821 Total:		522.21							
Fales, Colton Total:		522.21							
Farnsworth Group Inc 10180 227061	8/12/2021	6,903.52	0.00	09/03/2021	P3A0-CSO	engr		No	0
231-000-150700 Sewers					CSO phase 3A construction engineer				
227061 Total:		6,903.52							
Farnsworth Group Inc Tot		6,903.52							
Fastenal Company 10181 ilpek164526	7/27/2021	82.98	0.00	09/03/2021				No	0
100-007-522400 General Supplies					paint for marking roads and curbs				
ilpek164526 Total:		82.98							
ilpek164555	7/28/2021	80.10	0.00	09/03/2021				No	0
445-041-534000 Automotive Expense					connectors for st454				
ilpek164555 Total:		80.10							
ilpek164567	7/28/2021	22.80	0.00	09/03/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-034-534000 Automotive Expense				bolts for L4					
ilpek164567 Total:		22.80							
ilpek164582	7/29/2021	16.85	0.00	09/03/2021				No	0
100-034-534000 Automotive Expense				bolts for T4					
ilpek164582 Total:		16.85							
ilpek164627	7/30/2021	178.02	0.00	09/03/2021				No	0
100-068-522400 General Supplies				epoxy for floor covering					
ilpek164627 Total:		178.02							
ilpek164712	8/4/2021	160.48	0.00	09/03/2021				No	0
501-501-534000 Automotive Expense				screws for bus radios					
ilpek164712 Total:		160.48							
Fastenal Company Total:		541.23							
Five Star Roofing Systems Inc 13438									
25660	7/12/2021	9,136.00	0.00	09/03/2021				No	0
100-068-534200 Buildings And Grounds Rep				final payment on new roof at fire station 1					
25660 Total:		9,136.00							
Five Star Roofing Systems		9,136.00							
Gann-Tastic Lawn Service 14497									
inv0209	8/26/2021	275.00	0.00	09/03/2021				No	0
100-068-534200 Buildings And Grounds Rep				mowed memorial cemetary 8/26/21					
inv0209 Total:		275.00							
inv0226	8/30/2021	675.00	0.00	09/03/2021				No	0
100-068-534200 Buildings And Grounds Rep				mowed frontage around ponds 8/26/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description		Reference			
	inv0226 Total:	675.00							
	Gann-Tastic Lawn Service	950.00							
GFI Digital 13867									
*** 2012212	8/16/2021	192.76	0.00	09/03/2021				No	0
100-001-538000 Maintenance Agreements				copier usage 8/16/21					
*** 2012212	8/16/2021	404.16	0.00	09/03/2021				No	0
100-990-538000 Maintenance Agreements				copier usage 8/16/21					
*** 2012212	8/16/2021	85.89	0.00	09/03/2021				No	0
100-006-538000 Maintenance Agreements				copier usage 8/16/21					
*** 2012212	8/16/2021	122.08	0.00	09/03/2021				No	0
100-763-538000 Maintenance Agreements				copier usage 8/16/21					
*** 2012212	8/16/2021	132.18	0.00	09/03/2021				No	0
100-763-538000 Maintenance Agreements				copier usage 8/16/21					
*** 2012212	8/16/2021	67.48	0.00	09/03/2021				No	0
100-761-538000 Maintenance Agreements				copier usage 8/16/21					
*** 2012212	8/16/2021	174.12	0.00	09/03/2021				No	0
100-764-538000 Maintenance Agreements				copier usage 8/16/21					
*** 2012212	8/16/2021	55.10	0.00	09/03/2021				No	0
100-032-538000 Maintenance Agreements				copier usage 8/16/21					
*** 2012212	8/16/2021	58.33	0.00	09/03/2021				No	0
100-034-538000 Maintenance Agreements				copier usage 8/16/21					
*** 2012212	8/16/2021	62.86	0.00	09/03/2021				No	0
501-501-538000 Maintenance Agreements				copier usage 8/16/21					
*** 2012212	8/16/2021	16.13	0.00	09/03/2021				No	0
501-501-538000 Maintenance Agreements				copier usage 8/16/21					
*** 2012212	8/16/2021	1.42	0.00	09/03/2021				No	0
501-501-538000 Maintenance Agreements				copier usage 8/16/21					
*** 2012212	8/16/2021	23.64	0.00	09/03/2021				No	0
501-501-538000 Maintenance Agreements				copier usage 8/16/21					
*** 2012212	8/16/2021	23.64	0.00	09/03/2021				No	0
699-069-538000 Maintenance Agreements				copier usage 8/16/21					
2012212 Total:		1,419.79							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	GFI Digital Total:	1,419.79							
Golf Green Lawn Care 14121									
929627	7/30/2021	5,750.00	0.00	09/03/2021				No	0
100-068-584009 General Public Improvements				weed spray city wide 7/30/21					
929627 Total:		5,750.00							
933832	8/19/2021	77.25	0.00	09/03/2021				No	0
100-068-584009 General Public Improvements				fertilizer at 3232 court st 8/19/21					
933832 Total:		77.25							
934154	8/23/2021	80.00	0.00	09/03/2021				No	0
100-068-584009 General Public Improvements				fertilizer at 111 s capitol st 8/23/21					
934154 Total:		80.00							
Golf Green Lawn Care Tot		5,907.25							
Gremminger, Danielle 14494									
expense-0821	8/27/2021	50.00	0.00	09/03/2021				No	0
501-501-557200 License And Inspection Fees				cdl reimbursement					
expense-0821 Total:		50.00							
Gremminger, Danielle Tota		50.00							
Hanson Professional Srves Inc 10248									
1088295	8/23/2021	5,074.36	0.00	09/03/2021	DERB-ENGR	engr		No	0
100-032-561200 Engineering Fees				derby st design engineer phase 1					
1088295 Total:		5,074.36							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Hanson Professional Svcs	5,074.36							
Harris Pest Control 10251									
112734	5/8/2021	75.00	0.00	09/03/2021				No	0
100-068-566600 Pest Control				pest control at bus department 8/5/21					
112734 Total:		75.00							
112735	8/5/2021	75.00	0.00	09/03/2021				No	0
100-068-566600 Pest Control				pest control at street dept 8/5/21					
112735 Total:		75.00							
112736	8/5/2021	110.00	0.00	09/03/2021				No	0
100-068-566600 Pest Control				pest control at city hall and fire houses 8/5/21					
112736 Total:		110.00							
112738	8/5/2021	60.00	0.00	09/03/2021				No	0
525-525-566600 Pest Control				pest control at airport 8/5/21					
112738 Total:		60.00							
Harris Pest Control Total:		320.00							
Hawkins Inc. 12742									
5002930	8/3/2021	851.40	0.00	09/03/2021				No	0
231-031-522200 Chemical Supplies				chlorine for treatment					
5002930 Total:		851.40							
Hawkins Inc. Total:		851.40							
Heart Technologies, Inc 12949									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
29815089	8/2/2021	5,541.82	0.00	09/03/2021				No	0
100-009-550300 Telephone				phone lease 7/1-7/31/21					
29815089 Total:		5,541.82							
Heart Technologies, Inc To		5,541.82							
Hess, Dave									
10265									
08252021	8/25/2021	34.50	0.00	09/03/2021				No	0
695-095-516700 Wellness Program				50% gym membership					
08252021 Total:		34.50							
Hess, Dave Total:		34.50							
Howard, Christina									
14495									
08272021	8/27/2021	750.00	0.00	09/03/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement at 406 St. Jullian					
08272021 Total:		750.00							
Howard, Christina Total:		750.00							
Hugh Saxe Enterprises, Inc.									
14364									
10035850	8/25/2021	125.00	0.00	09/03/2021				No	0
100-068-524000 Lease/rental Of Equipment				water softner rental 9/1-9/30/21					
10035850 Total:		125.00							
Hugh Saxe Enterprises, Inc		125.00							
Hutchinson, Courtney									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10281									
*** expense-0821	8/30/2021	2,237.57	0.00	09/03/2021				No	0
100-761-519000 Training And Education				IACP conference 9/11-14/21					
expense-0821 Total:		2,237.57							
Hutchinson, Courtney Tota		2,237.57							
IL American Water									
10291									
*** 210000995141	8/17/2021	87.87	0.00	09/03/2021				No	0
100-034-550100 Utilities				3232 court st 7/16-8/13/21					
210000995141 Total:		87.87							
*** 210001081786	8/5/2021	33.54	0.00	09/03/2021				No	0
100-068-550100 Utilities				400 s 7th st yd hy 7/7-8/4/21					
210001081786 Total:		33.54							
*** 210001081816	8/17/2021	35.67	0.00	09/03/2021				No	0
100-068-550100 Utilities				633 margaret st yd hy 7/16-8/13/21					
210001081816 Total:		35.67							
*** 210001172927	8/3/2021	94.16	0.00	09/03/2021				No	0
100-068-550100 Utilities				111 s capitol st fire protectoin 8/3-9/1/21					
210001172927 Total:		94.16							
*** 210001269890	8/17/2021	25.10	0.00	09/03/2021				No	0
100-068-550100 Utilities				502 s 2nd st yd hy 7/16-8/13/21					
210001269890 Total:		25.10							
*** 210001359625	8/5/2021	25.10	0.00	09/03/2021				No	0
100-068-550100 Utilities				925 court st yd hy 7/7-8/4/21					
210001359625 Total:		25.10							
*** 210001655200	8/17/2021	30.67	0.00	09/03/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
231-031-550100 Utilities				608 s front st 7/16-8/13/21					
210001655200 Total:		30.67							
*** 210002094969	8/17/2021	29.97	0.00	09/03/2021				No	0
100-068-550100 Utilities				100 state st 7/16-8/13/21					
210002094969 Total:		29.97							
*** 210002243143	8/17/2021	29.97	0.00	09/03/2021				No	0
231-031-550100 Utilities				2500 s 2nd st 7/16-8/13/21					
210002243143 Total:		29.97							
*** 210002282773	8/17/2021	331.95	0.00	09/03/2021				No	0
100-068-550100 Utilities				111 s capitol st 7/16-8/13/21					
210002282773 Total:		331.95							
*** 210002365869	8/17/2021	25.10	0.00	09/03/2021				No	0
100-068-550100 Utilities				400 n 7th st yd hy 7/16-8/13/21					
210002365869 Total:		25.10							
*** 210003326348	8/4/2021	25.10	0.00	09/03/2021				No	0
100-068-550100 Utilities				800 mary st yd hy 7/2-8/2/21					
210003326348 Total:		25.10							
*** 210004789874	8/17/2021	609.56	0.00	09/03/2021				No	0
231-031-550100 Utilities				606 s front st 7/16-8/13/21					
210004789874 Total:		609.56							
*** 220037581589	8/3/2021	309.49	0.00	09/03/2021				No	0
100-068-550100 Utilities				pekin hydrant connections hyd 9 7/2-8/2/21					
220037581589 Total:		309.49							
IL American Water Total:		1,693.25							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
IL Environmental Protection Agency 11923									
*** 16	8/16/2021	443,603.77	0.00	09/03/2021				No	0
231-000-218500 IEPA Loan L17-3081					principal payment on L17-3081				
*** 16	8/16/2021	71,549.75	0.00	09/03/2021				No	0
231-029-590400 Interest Paid					interest payment on L17-3081				
16 Total:		515,153.52							
IL Environmental Protectio		515,153.52							
Illini Plumbing, Inc. 12264									
15492	8/16/2021	540.40	0.00	09/03/2021				No	0
100-068-534200 Buildings And Grounds Rep					installed new kitchen faucet at station 1				
15492 Total:		540.40							
15497	8/16/2021	601.34	0.00	09/03/2021				No	0
100-068-534200 Buildings And Grounds Rep					installed new kitchen faucet at station 2				
15497 Total:		601.34							
Illini Plumbing, Inc. Total:		1,141.74							
Interstate Batteries of Centra 10330									
20005671	8/12/2021	159.90	0.00	09/03/2021				No	0
223-023-534000 Automotive Expense					2 batteries for sw11				
20005671 Total:		159.90							
Interstate Batteries of Cent		159.90							
IWIRC 10335									
341757	7/16/2021	216.00	0.00	09/03/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-034-559000 Medical Expense/supplies				fit for duty/RH					
341757 Total:		216.00							
342139	7/16/2021	216.00	0.00	09/03/2021				No	0
100-034-559000 Medical Expense/supplies				fit for duty/TV					
342139 Total:		216.00							
342614	8/5/2021	102.00	0.00	09/03/2021				No	0
100-764-559000 Medical Expense/supplies				pre employment physical records cler RH					
342614 Total:		102.00							
342691	8/5/2021	182.00	0.00	09/03/2021				No	0
100-068-559000 Medical Expense/supplies				physical evaluation for RK					
342691 Total:		182.00							
IWIRC Total:		716.00							
Johnson, Camden 14358 expense-0821	8/17/2021	510.76	0.00	09/03/2021				No	0
100-034-519000 Training And Education				books for required class					
expense-0821 Total:		510.76							
Johnson, Camden Total:		510.76							
Jones, Rob 11207 expense-0821	8/30/2021	62.18	0.00	09/03/2021				No	0
100-761-556100 Gasoline/diesel Fuel				fuel reimbursement during training					
expense-0821 Total:		62.18							
expense-0821-1	8/30/2021	1,761.60	0.00	09/03/2021				No	0
100-761-519000 Training And Education				IACP conference 9/11-14/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	expense-0821-1 Total:	1,761.60							
	Jones, Rob Total:	1,823.78							
Kimball Midwest 11679 9139725	8/19/2021	359.35	0.00	09/03/2021				No	0
100-032-522400 General Supplies				bolts, blast wipers and solvent					
	9139725 Total:	359.35							
	Kimball Midwest Total:	359.35							
Knapp Concrete Contractors, Inc 14493 1	8/27/2021	113,425.00	0.00	09/03/2021	5PKY-SIDE	contr		No	0
240-240-534900 Sidewalk Renovation				parkway & 5th st ADA ramps, curbs and sidewalk 7/23-8/27					
	1 Total:	113,425.00							
	Knapp Concrete Contracto	113,425.00							
Kronos 11659 11792230	7/24/2021	0.46	0.00	09/03/2021				No	0
100-009-538000 Maintenance Agreements				kronos services 2/1-3/31/21					
	11792230 Total:	0.46							
	Kronos Total:	0.46							
Leman Property Management Co. 12165 08272021	8/27/2021	575.00	0.00	09/03/2021	CTV0-00V	expense		No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
445-041-580500 Street Construction				september 2021 rent for court st field office					
08272021 Total:		575.00							
Leman Property Managem		575.00							
Lenz Oil Service Inc 10373 19084	7/23/2021	3,077.20	0.00	09/03/2021				No	0
100-032-522400 General Supplies				oil for dura patch					
19084 Total:		3,077.20							
Lenz Oil Service Inc Total:		3,077.20							
Little, Jeff 10382 expense-0821	8/30/2021	2,027.60	0.00	09/03/2021				No	0
100-761-519000 Training And Education				IACP conference 9/11-14/21					
expense-0821 Total:		2,027.60							
Little, Jeff Total:		2,027.60							
Masco Packaging & industrial Supply 12969 0141413in	8/26/2021	1,396.00	0.00	09/03/2021				No	0
100-990-520200 Office Supplies				paper delivered to city hall					
0141413in Total:		1,396.00							
Masco Packaging & industr		1,396.00							
Mathis-Kelley 10401									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
078086	8/18/2021	975.00	0.00	09/03/2021				No	0
100-032-529000 Equipment				jamckhammer					
078086 Total:		975.00							
Mathis-Kelley Total:		975.00							
McMillan, Sue									
10407									
expense-0821	8/25/2021	47.40	0.00	09/03/2021				No	0
100-004-551000 Printing And Publications				record/release of mortgage on 1201 willow st					
expense-0821 Total:		47.40							
McMillan, Sue Total:		47.40							
Menards									
10414									
8613	8/16/2021	55.78	0.00	09/03/2021				No	0
100-034-522400 General Supplies				pail and duct tape					
8613 Total:		55.78							
8756	8/18/2021	567.96	0.00	09/03/2021				No	0
100-068-522400 General Supplies				janitorial supplies					
8756 Total:		567.96							
8795	8/19/2021	2.98	0.00	09/03/2021				No	0
100-032-522400 General Supplies				fittings					
8795 Total:		2.98							
8796	8/19/2021	163.96	0.00	09/03/2021				No	0
100-068-529000 Equipment				2 mop buckets					
8796 Total:		163.96							
8852	8/20/2021	31.98	0.00	09/03/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
223-023-522400 General Supplies				clamps to repair carts					
8852 Total:		31.98							
8911	8/20/2021	6.38	0.00	09/03/2021				No	0
100-034-522400 General Supplies				microwave fuses					
8911 Total:		6.38							
*** 8987	8/23/2021	31.94	0.00	09/03/2021				No	0
100-068-529000 Equipment				caulk gun and scraper					
*** 8987	8/23/2021	111.69	0.00	09/03/2021				No	0
100-068-522400 General Supplies				flex paste and cable ties					
8987 Total:		143.63							
8988	8/23/2021	1,155.63	0.00	09/03/2021				No	0
100-068-529000 Equipment				wrenches, longnose pliers, brushless took kit					
8988 Total:		1,155.63							
9004	8/23/2021	42.42	0.00	09/03/2021				No	0
100-068-522400 General Supplies				fire faucet supplies					
9004 Total:		42.42							
9065	8/24/2021	-6.49	0.00	09/03/2021				No	0
100-068-522400 General Supplies				returned fitting					
9065 Total:		-6.49							
9068	8/24/2021	9.98	0.00	09/03/2021				No	0
100-068-522400 General Supplies				glass cleaner and pipe fitting					
9068 Total:		9.98							
9188	8/26/2021	40.28	0.00	09/03/2021				No	0
100-068-522400 General Supplies				pinesol and electrical adapters					
9188 Total:		40.28							
9255	8/27/2021	24.42	0.00	09/03/2021				No	0
100-068-522400 General Supplies				pipe plug supplies					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
9255 Total:		24.42							
Menards Total:		2,238.91							
MES Inc 10415 in1611701	8/20/2021	205.50	0.00	09/03/2021				No	0
100-034-534400 Equipment Repairs				sensor repair					
in1611701 Total:		205.50							
MES Inc Total:		205.50							
Midwest Transit Equipment 10421 *** x10105836901	6/15/2021	625.17	0.00	09/03/2021				No	0
501-501-534000 Automotive Expense				mirror base, hardware, lights and fire extinguisher bracket					
x10105836901 Total:		625.17							
*** x10105836902	6/23/2021	365.75	0.00	09/03/2021				No	0
501-501-534000 Automotive Expense				mirror mount and backup lights					
x10105836902 Total:		365.75							
x10105909601	8/18/2021	121.95	0.00	09/03/2021				No	0
501-501-534000 Automotive Expense				rear glass for bus					
x10105909601 Total:		121.95							
Midwest Transit Equipmen		1,112.87							
Millennia Professional Services 11801 me20022.01-2	8/19/2021	21,551.50	0.00	09/03/2021	CTV0-00V	engr		No	0
445-041-561200 Engineering Fees				court st construction engineer					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
me20022.01-2 Total:		21,551.50							
Millennia Professional Serv		21,551.50							
Miller Hall & Triggs									
10423									
*** 42	8/10/2021	9,675.07	0.00	09/03/2021				No	0
100-003-560600 Corporate Counsel Fees				07/21 general legal matters					
*** 42	8/10/2021	1,735.95	0.00	09/03/2021				No	0
100-003-561001 Legal Services - Police Labor				07/21 simmons case					
*** 42	8/10/2021	281.10	0.00	09/03/2021				No	0
100-003-560600 Corporate Counsel Fees				07/21 ADA case					
*** 42	8/10/2021	3,522.30	0.00	09/03/2021				No	0
100-003-560600 Corporate Counsel Fees				07/21 traffic & enforcement					
*** 42	8/10/2021	844.60	0.00	09/03/2021				No	0
100-003-560600 Corporate Counsel Fees				07/21 ordinance violations					
*** 42	8/10/2021	1,627.40	0.00	09/03/2021				No	0
100-003-560600 Corporate Counsel Fees				07/21 demolitions					
*** 42	8/10/2021	252.75	0.00	09/03/2021				No	0
261-320-561000 Legal Fees				07/21 CDBG legal matters					
*** 42	8/10/2021	2,168.04	0.00	09/03/2021				No	0
100-003-561001 Legal Services - Police Labor				07/21 police matters					
*** 42	8/10/2021	741.60	0.00	09/03/2021				No	0
501-501-560600 Corporate Counsel Fees				07/21 school bus legal matters					
*** 42	8/10/2021	93.50	0.00	09/03/2021				No	0
270-270-561000 Legal Fees				07/21 CBD TIF					
*** 42	8/10/2021	206.00	0.00	09/03/2021				No	0
223-023-561000 legal fees				07/21 solid waste legal matters					
*** 42	8/10/2021	41.20	0.00	09/03/2021				No	0
231-031-560600 Corporate Counsel Fees				07/21 waste water unit matters					
*** 42	8/10/2021	559.40	0.00	09/03/2021				No	0
231-029-560600 Corporate Counsel Fees				07/21 WW billing issue					
42 Total:		21,748.91							
Miller Hall & Triggs Total:		21,748.91							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Modal Marketing 10427									
91428	8/2/2021	40.00	0.00	09/03/2021				No	0
223-023-534000 Automotive Expense				50 valve stems					
91428 Total:		40.00							
Modal Marketing Total:		40.00							
MyFleetCenter.Com 13381									
4501	8/18/2021	46.14	0.00	09/03/2021				No	0
100-761-534000 Automotive Expense				oil change squad 5204					
4501 Total:		46.14							
4505	8/18/2021	46.14	0.00	09/03/2021				No	0
100-761-534000 Automotive Expense				oil change squad 5164					
4505 Total:		46.14							
MyFleetCenter.Com Total		92.28							
National Rental of Pekin, Inc. 10838									
722	7/22/2021	150.00	0.00	09/03/2021				No	0
100-034-534000 Automotive Expense				metal for exhaust mount on L4					
722 Total:		150.00							
National Rental of Pekin, In		150.00							
Neaveill, Tyler 13154									
expense-0821	8/30/2021	77.80	0.00	09/03/2021				No	0
100-761-556100 Gasoline/diesel Fuel				fuel purchase during training					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	expense-0821 Total:	77.80							
	Neaveill, Tyler Total:	77.80							
Norman Properties LLC 14492 08252021	8/25/2021	750.00	0.00	09/03/2021				No	0
231-030-569000 Other Contractual Service				backwater valve reimbursement at 1408 s 18th					
	08252021 Total:	750.00							
	Norman Properties LLC To	750.00							
Old Heritage Landscaping, Inc. 11481 40678	8/18/2021	94.52	0.00	09/03/2021				No	0
231-030-522400 General Supplies				soil to repair lawn from sewer repairs					
	40678 Total:	94.52							
	Old Heritage Landscaping,	94.52							
PDC Services 10474 5024309	7/31/2021	2,030.02	0.00	09/03/2021				No	0
231-031-536400 Sludge Removal				sludge disposal 7/16-7/30/21					
	5024309 Total:	2,030.02							
5030998	8/15/2021	1,724.59	0.00	09/03/2021				No	0
231-031-536400 Sludge Removal				sludge disposal 8/2-13/21					
	5030998 Total:	1,724.59							
	PDC Services Total:	3,754.61							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
Pekin Animal Hospital 10477									
978590	8/12/2021	123.90	0.00	09/03/2021				No	0
100-761-592602 Canine Unit				flea/tick preventative K9-BAS					
978590 Total:		123.90							
Pekin Animal Hospital Tot		123.90							
Pekin Glass & Mirror 10481									
98021	8/6/2021	315.47	0.00	09/03/2021				No	0
100-068-534200 Buildings And Grounds Rep				window repair at dispatch center					
98021 Total:		315.47							
Pekin Glass & Mirror Tota		315.47							
Pekin Life Insurance Company 13317									
*** jw00191270000	8/13/2021	1,775.93	0.00	09/03/2021				No	0
695-095-517504 A D & D Life Premium				09/21 life insurance					
jw00191270000 Total:		1,775.93							
Pekin Life Insurance Comp		1,775.93							
Pekin Police Premium Trust 11610									
40	8/18/2021	87,984.11	0.00	09/03/2021				No	0
695-095-517509 Police BCBS Health Ins Plan				09/21 police premiums					
40 Total:		87,984.11							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Pekin Police Premium Trus	87,984.11							
Pekin Shoe Repair 10490									
5923	8/24/2021	166.40	0.00	09/03/2021				No	0
100-068-554300	Uniforms And Tools				boots for LB				
5923 Total:		166.40							
Pekin Shoe Repair Total:		166.40							
Peoria Area Convention and Visitors Bureau 10841									
4397	8/20/2021	20,000.00	0.00	09/03/2021				No	0
208-208-551600	Dues And Subscriptions				funding city contributions may 20021-april 2022				
4397 Total:		20,000.00							
Peoria Area Convention and		20,000.00							
Peoria Expo 14498									
6470	8/21/2021	985.00	0.00	09/03/2021				No	0
208-208-597700	Sponsorships				stage for august downtown street party on 8/21/21				
6470 Total:		985.00							
Peoria Expo Total:		985.00							
Peoria Journal Star 10343									
in1384786	8/17/2021	60.00	0.00	09/03/2021				No	0
100-793-551000	Printing And Publications				legal notice for 8/17/21 ZBA				

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	in1384786 Total:	60.00							
in384569	8/13/2021	91.50	0.00	09/03/2021				No	0
100-004-551000	Printing And Publications			sale of RWBP pekin times					
	in384569 Total:	91.50							
	Peoria Journal Star Total:	151.50							
Puritan Springs Water 10766									
*** 1386911	8/5/2021	47.22	0.00	09/03/2021				No	0
525-525-569000	Other Contractual Service			water delivery at airport 8/2/21					
	1386911 Total:	47.22							
	Puritan Springs Water Tota	47.22							
Rainbo Oil Co 10534									
9147072	7/1/2021	408.31	0.00	09/03/2021				No	0
501-501-534000	Automotive Expense			bulk DEF					
	9147072 Total:	408.31							
	Rainbo Oil Co Total:	408.31							
Ray O'Herron Co Inc 10539									
21210802in	6/16/2021	1,369.00	0.00	09/03/2021				No	0
445-041-534000	Automotive Expense			mounting kit and light bar for street 450					
	21210802in Total:	1,369.00							
2123195in	6/22/2021	84.00	0.00	09/03/2021				No	0
445-041-534000	Automotive Expense			lenses and mounting screws for street 450					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
2123195in Total:		84.00							
2123519in	6/23/2021	16.80	0.00	09/03/2021	mounting screws for street 450			No	0
445-041-534000 Automotive Expense									
2123519in Total:		16.80							
2137561in	8/26/2021	1,380.73	0.00	09/03/2021	new officer uniform/vicary			No	0
100-761-554300 Tools & Uniforms									
2137561in Total:		1,380.73							
2137575in	8/26/2021	92.93	0.00	09/03/2021	7 containers - mace			No	0
100-761-522400 General Supplies									
2137575in Total:		92.93							
Ray O'Herron Co Inc Total		2,943.46							
Roanoke Concrete Products 10553									
201519	8/6/2021	250.25	0.00	09/03/2021	flowable for catch basin repair at derby & summer			No	0
231-033-564100 Drainage Improvements									
201519 Total:		250.25							
201673	8/10/2021	595.50	0.00	09/03/2021	white rock for storm sewer repair/avon st			No	0
231-033-564100 Drainage Improvements									
201673 Total:		595.50							
Roanoke Concrete Product		845.75							
S. J. Smith Co., Inc. 11920									
6272722	8/3/2021	975.42	0.00	09/03/2021	welder			No	0
501-501-529000 Equipment									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
6272722 Total:		975.42							
S. J. Smith Co., Inc. Total:		975.42							
Safety Kleen Corp 10560 86585456	7/21/2021	123.00	0.00	09/03/2021				No	0
699-069-522400 General Supplies				solvent for parts washer					
86585456 Total:		123.00							
Safety Kleen Corp Total:		123.00							
SCABAS Inc 10570 114787	8/24/2021	246.00	0.00	09/03/2021				No	0
100-034-534400 Equipment Repairs				SCBA repair					
114787 Total:		246.00							
SCABAS Inc Total:		246.00							
Schwartz Electric 10579 15950	8/20/2021	202.50	0.00	09/03/2021				No	0
445-041-534400 Equipment Repairs				replaced light fixture at 1220 redwood					
15950 Total:		202.50							
Schwartz Electric Total:		202.50							
Servpro 13712 4645	8/19/2021	1,138.49	0.00	09/03/2021				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
100-793-536100 Property Cleanup Fees				emergency board up at 737 prince st					
4645 Total:		1,138.49							
Servpro Total:		1,138.49							
SHI International Corp 12297									
b13883122	8/6/2021	849.51	0.00	09/03/2021				No	0
100-009-599802 Computer Hardware				network adaptor					
b13883122 Total:		849.51							
SHI International Corp Tot		849.51							
Spring Bay FPD 14499									
3	8/22/2021	1,400.00	0.00	09/03/2021				No	0
100-034-519000 Training And Education				VMO course					
3 Total:		1,400.00							
Spring Bay FPD Total:		1,400.00							
Standard Heating & Cooling 13042									
sd16513	8/9/2021	224.00	0.00	09/03/2021				No	0
100-068-534200 Buildings And Grounds Rep				service call to station 1/tripped breaker					
sd16513 Total:		224.00							
Standard Heating & Coolin		224.00							
Stewart, Nicole 13588									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
expense-0821	8/26/2021	14.00	0.00	09/03/2021				No	0
100-004-519000 Training And Education				CIMCO meeting 8/11/21					
expense-0821 Total:		14.00							
Stewart, Nicole Total:		14.00							
Sud, Suniti									
14448									
2	8/25/2021	50,000.00	0.00	09/03/2021				No	0
275-275-591200 Developer Agreement Payments				SUD redevelopment agreement payment #2					
2 Total:		50,000.00							
Sud, Suniti Total:		50,000.00							
Syn-Tech Systems									
12465									
234535	6/28/2021	299.00	0.00	09/03/2021				No	0
525-525-534400 Equipment Repairs				repair to credit card reader at airport					
234535 Total:		299.00							
Syn-Tech Systems Total:		299.00							
Tazewell County Animal Control									
10637									
072105	8/1/2021	3,828.91	0.00	09/03/2021				No	0
100-761-566700 Care Of Stray Animals				animal pickup for july 2021					
072105 Total:		3,828.91							
Tazewell County Animal C		3,828.91							

Tazewell County Asphalt Co. Inc.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
11264									
20110011161	7/30/2021	769.50	0.00	09/03/2021				No	0
445-041-535000 Material & Hauling				bituminous surface for street repairs					
20110011161 Total:		769.50							
20110011276	8/16/2021	528.75	0.00	09/03/2021				No	0
445-041-535000 Material & Hauling				bituminous surface for street repairs					
20110011276 Total:		528.75							
Tazewell County Asphalt C		1,298.25							
Tazewell County Landfill									
10635									
5031021	8/15/2021	25,007.62	0.00	09/03/2021				No	0
223-023-566500 Landfill Expense				landfill fee 8/2-8/13/21					
5031021 Total:		25,007.62							
Tazewell County Landfill T		25,007.62							
Tazewell County Recorder									
11172									
08202021	8/20/2021	853.20	0.00	09/03/2021				No	0
231-029-593300 Lien Filing Fee				release of 18 wastewater liens					
08202021 Total:		853.20							
Tazewell County Recorder		853.20							
Tazewell County Resource Centers, Inc.									
12806									
094232	7/31/2021	5,600.00	0.00	09/03/2021				No	0
100-068-569000 Other Contractual Service				terc cleaning services for july 2021					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
094232 Total:		5,600.00							
Tazewell County Resource		5,600.00							
TCM of Central Illinois Inc 12847									
1536	8/18/2021	676.25	0.00	09/03/2021				No	0
100-793-536100 Property Cleanup Fees				emergency boardup at 1813 columbus					
1536 Total:		676.25							
1541	8/23/2021	4,413.09	0.00	09/03/2021				No	0
100-793-536100 Property Cleanup Fees				emergency boardup at 918 winter st					
1541 Total:		4,413.09							
1542	8/23/2021	1,351.64	0.00	09/03/2021				No	0
100-793-536100 Property Cleanup Fees				emergency boardup at 737 prince st					
1542 Total:		1,351.64							
TCM of Central Illinois Inc		6,440.98							
Teaney, Denise 13890									
*** pettycash 8/21	8/23/2021	52.00	0.00	09/03/2021				No	0
501-501-557200 License And Inspection Fees				money orders for permit renewals					
*** pettycash 8/21	8/23/2021	9.77	0.00	09/03/2021				No	0
501-501-520200 Office Supplies				office supplies					
*** pettycash 8/21	8/23/2021	38.24	0.00	09/03/2021				No	0
501-501-522400 General Supplies				key rings for new buses					
*** pettycash 8/21	8/23/2021	12.32	0.00	09/03/2021				No	0
501-501-522400 General Supplies				supplies for leaky pipe					
pettycash 8/21 Total:		112.33							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Teaney, Denise Total:		112.33							
The Sign Shop 10601									
81821	8/19/2021	415.00	0.00	09/03/2021				No	0
100-761-534000 Automotive Expense				remove all wrap & lettering install new letting					
81821 Total:		415.00							
The Sign Shop Total:		415.00							
Third Millennium Associates, Inc. 11953									
*** 26633	8/17/2021	984.36	0.00	09/03/2021				No	0
231-029-569000 Other Contractual Service				august 2021 bill rendering					
*** 26633	8/17/2021	984.36	0.00	09/03/2021				No	0
223-023-569000 Other Contractual Service				august 2021 bill rendering					
*** 26633	8/17/2021	15.56	0.00	09/03/2021				No	0
231-029-520400 Postage				august 2021 postage					
*** 26633	8/17/2021	15.55	0.00	09/03/2021				No	0
223-023-520400 Postage				august 2021 postage					
26633 Total:		1,999.83							
Third Millennium Associat		1,999.83							
Thomson Reuters 12771									
843954939	8/26/2021	228.50	0.00	09/03/2021				No	0
100-009-538000 Maintenance Agreements				west law 2/1-2/28/21					
843954939 Total:		228.50							
844802151	8/1/2021	235.36	0.00	09/03/2021				No	0
100-009-538000 Maintenance Agreements				west law 7/1-7/31/21					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
844802151 Total:		235.36							
Thomson Reuters Total:		463.86							
Topless Tree Service 14332									
1402	8/17/2021	1,080.00	0.00	09/03/2021				No	0
100-032-536000 Tree Removal / Replacemen				407 s 13th st/ground 2 ash stumps					
1402 Total:		1,080.00							
1404	8/17/2021	810.00	0.00	09/03/2021				No	0
100-032-536000 Tree Removal / Replacemen				1001 broadway/ground stump					
1404 Total:		810.00							
Topless Tree Service Total:		1,890.00							
Tractor Supply Co 10659									
551021	8/10/2021	52.98	0.00	09/03/2021				No	0
445-041-534000 Automotive Expense				tailgate hardware					
551021 Total:		52.98							
Tractor Supply Co Total:		52.98							
Truck Centers Inc 10664									
f14034239401	8/11/2021	27.99	0.00	09/03/2021				No	0
223-023-534000 Automotive Expense				mirror for sw13					
f14034239401 Total:		27.99							
f14034240001	8/11/2021	150.58	0.00	09/03/2021				No	0
223-025-534000 Automotive Expense				parking brake valve for yw4					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
f14034240001 Total:		150.58							
f14034254901	8/13/2021	755.84	0.00	09/03/2021				No	0
223-023-534000 Automotive Expense				brake shoes and brake drums for sw11					
f14034254901 Total:		755.84							
r14006963301	8/4/2021	219.33	0.00	09/03/2021				No	0
223-023-534000 Automotive Expense				MILO diagnostics for sw14					
r14006963301 Total:		219.33							
Truck Centers Inc Total:		1,153.74							
TSI Incorporated 12076									
91372846	8/12/2021	758.51	0.00	09/03/2021				No	0
100-034-534400 Equipment Repairs				fit test machine repair					
91372846 Total:		758.51							
TSI Incorporated Total:		758.51							
Turner Door Inc 13460									
580422	8/11/2021	184.00	0.00	09/03/2021				No	0
100-068-534200 Buildings And Grounds Rep				door repair at street department 8/11/21					
580422 Total:		184.00							
Turner Door Inc Total:		184.00							
Uftring Auto Group 10829									
146106fow	8/10/2021	498.98	0.00	09/03/2021				No	0
100-034-534000 Automotive Expense				seat cushion/cover for F3					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
146106fow Total:		498.98							
146143fow	8/10/2021	1,493.20	0.00	09/03/2021				No	0
100-761-534000 Automotive Expense				steering gear for squad 5172					
146143fow Total:		1,493.20							
146281fow	8/13/2021	65.21	0.00	09/03/2021				No	0
100-761-534000 Automotive Expense				lower radiator hose squad 5153					
146281fow Total:		65.21							
cm146143fow	8/11/2021	-400.00	0.00	09/03/2021				No	0
100-761-534000 Automotive Expense				core credit					
cm146143fow Total:		-400.00							
Uftring Auto Group Total:		1,657.39							
UniFirst First Aid & Safety 10749									
f575002	8/23/2021	106.54	0.00	09/03/2021				No	0
501-501-559000 Medical Expense/supplies				first aid replenished					
f575002 Total:		106.54							
UniFirst First Aid & Safety		106.54							
United Ready Mix Inc 11485									
*** 52677	8/15/2021	686.00	0.00	09/03/2021				No	0
231-030-564000 Sewer Maintenance/Improvement				flowable for sewer on winter					
*** 52677	8/15/2021	147.00	0.00	09/03/2021				No	0
231-033-564100 Drainage Improvements				flowable for catch basin repair on melvina					
52677 Total:		833.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
United Ready Mix Inc Tota		833.00							
University of Illinois 11803 upi10499	8/16/2021	6,020.00	0.00	09/03/2021	PTI basic LE academy - DL			No	0
100-761-519000 Training And Education									
upi10499 Total:		6,020.00							
University of Illinois Total		6,020.00							
USABluebook 10674 684053	8/3/2021	181.40	0.00	09/03/2021	pipe for water line repair			No	0
231-031-534200 Buildings And Grounds Rep									
684053 Total:		181.40							
694133	8/12/2021	230.99	0.00	09/03/2021	pipe for repairs on water line			No	0
231-031-534200 Buildings And Grounds Rep									
694133 Total:		230.99							
USABluebook Total:		412.39							
Valley View Industries 13437 64790	7/31/2021	751.83	0.00	09/03/2021	rock for dura patch machine			No	0
445-041-535000 Material & Hauling									
64790 Total:		751.83							
Valley View Industries Tota		751.83							

Velde Ford

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description			Reference		
10683									
359919fowg	8/10/2021	1.38	0.00	09/03/2021				No	0
100-761-534000 Automotive Expense				tie rod nut for squad for 5172					
359919fowg Total:		1.38							
Velde Ford Total:		1.38							
Verizon									
14122									
9884783479	7/23/2021	2,151.84	0.00	09/03/2021				No	0
231-031-550300 Telephone				police data 6/24-7/23/21					
9884783479 Total:		2,151.84							
9884783480	7/23/2021	188.39	0.00	09/03/2021				No	0
231-031-550300 Telephone				phone service for liftstations 6/24-7/23/21					
9884783480 Total:		188.39							
9884783481	7/23/2021	710.11	0.00	09/03/2021				No	0
231-031-550300 Telephone				fire data 6/24-7/23/21					
9884783481 Total:		710.11							
9885502917	8/3/2021	3,700.74	0.00	09/03/2021				No	0
231-031-550300 Telephone				cell phone service for city hall 7/4-8/3/21					
9885502917 Total:		3,700.74							
9885502918	8/3/2021	284.13	0.00	09/03/2021				No	0
231-031-550300 Telephone				cell phone service for fire dept 7/4-8/3/21					
9885502918 Total:		284.13							
9885502919	8/3/2021	1,751.52	0.00	09/03/2021				No	0
231-031-550300 Telephone				cell phone service for police dept 7/4-8/3/21					
9885502919 Total:		1,751.52							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
Verizon Total:		8,786.73							
Verizon Connect Nwf, Inc 12701									
61200000017127	8/2/2021	2,501.40	0.00	09/03/2021	AVL fleet sision 7/1-8/2/21			No	0
100-009-538000 Maintenance Agreements									
61200000017127 Total:		2,501.40							
Verizon Connect Nwf, Inc		2,501.40							
Verizon Wireless 10685									
9885502920	8/3/2021	1,466.81	0.00	09/03/2021	bus dept cell phones 7/4-8/3/21			No	0
501-501-550100 Utilities									
9885502920 Total:		1,466.81							
Verizon Wireless Total:		1,466.81							
Waste Management 12524									
332665220700	8/16/2021	2,190.37	0.00	09/03/2021	20 yard sludge hauling 8/11-8/13/21			No	0
231-031-569000 Other Contractual Service									
332665220700 Total:		2,190.37							
Waste Management Total:		2,190.37							
Will Harms Co 10706									
36915	8/19/2021	61.82	0.00	09/03/2021	calculator tape and staple remover			No	0
100-006-520200 Office Supplies									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number			Description		Reference				
	36915 Total:	61.82							
36916	8/19/2021	4.45	0.00	09/03/2021				No	0
100-006-520200 Office Supplies				paper clips					
	36916 Total:	4.45							
36926	8/26/2021	117.56	0.00	09/03/2021				No	0
100-761-520200 Office Supplies				2 boxes file folders and 2 boxes of laminating purchases					
	36926 Total:	117.56							
	Will Harms Co Total:	183.83							
Yesterdays Bar & Grill 11933									
08042021	8/4/2021	460.00	0.00	09/03/2021				No	0
208-208-597700 Sponsorships				reimbursement of special events for insurance 8/21/21					
	08042021 Total:	460.00							
08172021	8/17/2021	100.00	0.00	09/03/2021				No	0
208-208-597700 Sponsorships				reimbursement of state liquor license 8/21/21					
	08172021 Total:	100.00							
	Yesterdays Bar & Grill Tot	560.00							
	Report Total:	1,035,479.42							

Accounts Payable

To Be Paid Proof List

User: mkflatley
 Printed: 08/23/2021 - 8:34AM
 Batch: 00009.08.2021 - missy1 8-23-21



City Of Pekin
 111 S. Capitol
 Pekin, IL 61554

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
IL Environmental Protection Agency 11923									
*** 14	7/16/2021	274,481.01	0.00	08/23/2021				No	0
231-000-218600 IEPA Loan L17- 4856				principal payment on L17-4856					
*** 14	7/16/2021	99,001.07	0.00	08/23/2021				No	0
231-029-590400 Interest Paid				interest payment on L17-4856					
14 Total:		373,482.08							
IL Environmental Protectio		373,482.08							
Report Total:		373,482.08							

Attachment: To Be Paid Proof List 08-23-21 (2747 : Accounts Payable To Be Paid Proof List thru

**REQUEST FOR COUNCIL ACTION**

Agenda Date: September 13, 2021
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Proclamation Knights of Columbus "Intellectual Disabilities Week" September 17-19, 2021

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):
Date:

City Manager:
Date:

Office of the Mayor



Proclamation

WHEREAS, the Knights of Columbus will be conducting its 52nd Annual Intellectual Disabilities Drive; and

WHEREAS, the Knights of Columbus in the State of Illinois have undertaken a project of assistance for the treatment and care of children and adults with special learning needs; and

WHEREAS, the local Councils of Knights of Columbus have annually conducted a statewide campaign in the communities in Illinois; and

WHEREAS, Archbishop Schlarman Council No. 3507 of Pekin will hold their 52nd Annual Tootsie Roll Drive, Friday, September 17 through Sunday, September 19, 2021; and

WHEREAS, ninety percent (90%) of these proceeds remain in the Pekin area to be distributed to the Schramm Educational Center, the Ann Benjamin Handicapped Children's Summer Camp Trust Fund, the Pekin Park District Special Recreation Association, the YWCA Adaptive Aquatics/Special Olympics Swim Program, as well as Special Olympics.

NOW, THEREFORE, BE IT RESOLVED that I, MARK A. LUFT, Mayor of the City of Pekin, Illinois, do hereby proclaim Friday, September 17th thru Sunday, September 19th, 2021, to be

"INTELLECTUAL DISABILITIES WEEK"

in the City of Pekin, Tazewell County, Illinois and I urge all citizens to take cognizance of and cooperate in the campaign.

ADOPTED, this 13th day of September, in the Year of Our Lord, Two Thousand and Twenty-One.

MARK A. LUFT
Mayor

ATTEST:

SUE E. McMILLAN
City Clerk

**REQUEST FOR COUNCIL ACTION**

Agenda Date: September 13, 2021
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Proclamation "Chamber of Commerce Week" September 12-18, 2021

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):
Date:

City Manager:
Date:

Office of the Mayor



Proclamation

Whereas, the Pekin Area Chamber of Commerce dates back to 1893, when a group of civic-minded businessmen incorporated the Citizen's Improvement Association of Pekin. The organization was formed for the purpose of "advancing the business interest and promoting the commercial growth of the City of Pekin.", and

Whereas, the Pekin Area Chamber of Commerce works with the businesses, merchants, and industry to advance the civic, economic, industrial, professional and cultural life of the City of Pekin, and

Whereas, chambers of commerce have contributed to the civic and economic life of Illinois for 183 years since the founding of the Galena Chamber of Commerce in 1838, and

Whereas, this year marks the 102nd anniversary of the founding of the Illinois Chamber of Commerce, the state's leading broad-based business organization;

Whereas, the chamber of commerce and its members provide citizens with a strong business environment that increases employment, the retail trade and commerce, and industrial growth in order to make the City of Pekin a better place to live, and

Whereas, the chamber of commerce encourages the growth of existing industries, services, and commercial firms and encourages new firms and individuals to locate in the City of Pekin, and

Whereas, the State of Illinois is the home to international chambers of commerce, the Great Lakes Region Office of the U.S. Chamber of Commerce, the Illinois Chamber of Commerce and more than 400 local chambers of commerce, and

Whereas, this year marks the 106th anniversary of the Illinois Association of Chamber of Commerce Executives, a professional development organization for the chamber of commerce professionals;

Therefore I, Representative Mark A. Luft, Mayor of the City of Pekin, proclaim September 12 through September 18, 2021, as

"CHAMBER OF COMMERCE WEEK"

in Pekin and call its significance to the citizens of the City of Pekin.

Whereunto I have set my hand and caused the seal of the City of Pekin to be affixed.

Mark A. Luft, Mayor

Attest:

Sue E. McMillan, City Clerk

**REQUEST FOR COUNCIL ACTION**

Agenda Date: September 13, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Receive and File Bids for Maywood Ave. Storm Sewer Outfall Repair Project

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Bid Tab - Maywood Ave Storm Sewer Outfall

9/8/2021

Contractor	Bid Bond	Addendum 1	Bid Price
PIPCO	✓	✓	\$138,875.00
STARK EXCAVATING	✓	✓	\$117,680.00
ICC1	✓	✓	\$111,100.00

ENGINEER'S ESTIMATE: \$120,000.00

SECTION 00300**BID FORM**

PROJECT IDENTIFICATION (Project): Maywood Ave. Storm Sewer Outfall Repair

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 (60) 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
9.1.2021	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.

- 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.
- h) 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.

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

BASE BID: MAYWOOD AVE. STORM SEWER OUTFALL REPAIR

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, COMPLETE	L. SUM	1	8500.00	8500.00
2	STORM SEWER REMOVAL	FOOT	80	65.00	5200.00
3	EARTHWORK, COMPLETE	L. SUM	1	44,075.00	44,075.00
4	DRIVEWAY PAVEMENT REMOVAL	SQ. FT.	700	4.00	2800.00
5	PCC DRIVEWAY PAVEMENT 6"	SQ. FT.	700	15.00	10,500.00
6	STORM SEWER, WMQ PIPE, 18"	FOOT	90	175.00	15,750.00
7	STORM SEWER, CLASS A, TYPE 1, 18"	FOOT	5	750.00	3750.00
8	FLOWABLE FILL (CLSM)	CY YD	60	115.00	6900.00
9	MANHOLE, TYPE A, 4'-DIA. WITH TYPE 1 FRAME AND CLOSED LID, SPECIAL	EACH	1	12,000.00	12,000.00
10	PRECAST REINFORCED CONCRETE FLARED END SECTION, 18"	EACH	1	3000.00	3000.00
11	STONE RIPRAP, CLASS A4	TON	200	82.00	16,400.00
12	MOBILIZATION	L. SUM	1	10,000.00	10,000.00

BASE BID: MAYWOOD AVE. STORM SEWER OUTFALL REPAIR

One hundred thirty eight thousand eight hundred seventy five and 0/100 (DOLLARS AND CENTS)

\$138,875.00

Amount written in words, Dollars and Cents

11a	STONE RIPRAP, CLASS B4	TON	200	<u>80.00</u>	<u>16,000.00</u>
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ALTERNATE BID:

One hundred fifty four thousand eight hundred seventy five and 00/100 (DOLLARS AND CENTS)

\$154,875.00

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.

5. All Work with respect to the Base Bid shall be substantially completed within 60 calendar days of the Notice To Proceeds commencement date.
6. 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.
7. 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.: _____

A Corporation:

By The Pipco Companies, LTD
(Corporation Name)

Delaware
(State of Incorporation)

By [Signature]
(Name of Person Authorized to Sign) Scott Cicciarelli

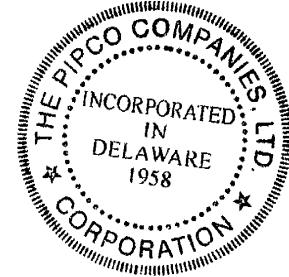
Executive Vice President
(Title)

(Corporate Seal)

Attest [Signature]
(Secretary)

Business address: 1409 W Altorfer Drive
Peoria, IL 61615

Phone No.: 309-692-4060

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): The PIPCO Companies, Ltd.
1409 West Altorfer Drive
Peoria, Illinois 61615

SURETY (Name and Address of Principal Place of Business): Nationwide Mutual Insurance Company
1100 Locust Street, Department 2006
Des Moines, Iowa 50391-2006

OWNER (Name and Address): City of Pekin 111 S. Capitol St. Pekin, IL 61554

BID

Bid Due Date: 9:30am Sept. 8th, 2020
Description: Maywood Storm Sewer Outfall Repair

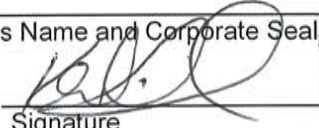
BOND

Bond Number:
Date (Not earlier than Bid due date): September 7, 2021
Penal sum Five Percent (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

Bidder's Name and Corporate Seal

By: 

Signature

Karen Shadid
Print Name

Secretary
Title

Attest: 

Signature

Estimator
Title

**SURETY**

Nationwide Mutual Insurance Company (Seal)

Surety's Name and Corporate Seal

By: 

Signature (Attach Power of Attorney)

Jeffrey K Peterson
Print Name

Attorney In Fact
Title

Attest: 

Signature

Witness
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.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

MICHAEL G POWERS; JEFFREY K PETERSON; KEVIN J LUNE; SUSAN SLEVA; TERESA C WEST; TERRY L WELTY; T JAY JANSEN; TIMOTHY I NEUHAUSER; DIANE M SWART;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FOUR MILLION DOLLARS AND NO/100 DOLLARS (\$4,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all act of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

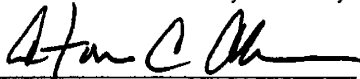
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

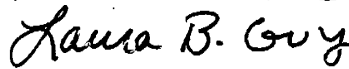


Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 1st day of September, 2021.



Assistant Secretary

BDJ 1(02-19)00

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.



City of Pekin

Department of Public Works

Addendum #1

Dated: September 1, 2021

CITY OF PEKIN, IL REQUEST FOR BIDS MAYWOOD AVE. STORM SEWER OUTFALL REPAIR PROJECT

All prospective bidders for the City of Pekin – Maywood Ave. Storm Sewer Outfall Repair Project are directed to the following clarification to the advertised Request for Bids.

Per this addendum, the following clarifications to the project shall be made:

1. RR4 riprap will be place directly on the soil without any requirements for bedding rock or filter fabric.
2. No aggregate base shall be required below the driveway or sidewalk.
3. The scale as shown on the plans is incorrect. Please do not use the drawings for scaling.
4. The approximate rim elevation of the 4 foot diameter drop manhole casting shall be 475.0. All elevations should be verified in field prior to ordering manhole structure.
5. The flow line elevation of the inlet in the road way is approximately 478.80.
6. Page 94, SC-5.03 & SC-5.04 – “A+” shall be amended to “A-”.
7. Page 95, SC-5.04.C.3. – Combined Single Limit (Bodily and Property Damage) “\$2,000,000 Each Accident” shall be amended to “\$1,000,000.00 Each Accident”
8. Page 95, SC-5.04.C.5 shall be amended to read “City of Pekin shall also be named as additional insured.” No other additional insured shall be required.

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

Acknowledged by :

Scott Ciciarelli

Date: 9.2.2021

Josie A. Esker, P.E., S.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 478-5399 * Fax (309) 346-2095 * Email: jaesker@ci.pekin.il.us

No. 256

Licensed Sewer Contractor

BY THE AUTHORITY OF THE
CITY OF PEKIN

We, the undersigned, do hereby certify that
The PIPCO Companies doing business
at 1409 W Altorfer Drive, in the City of Peoria, IL 61615
has this day been duly registered as a **Licensed Sewer Contractor**.

We further certify that **Janet Fishel** is therefore duly authorized
to engage in the business of sewer installation and repair
in the State of Illinois as a LICENSED SEWER CONTRACTOR
for the year ending 4/30/2022.

Given under our hands and seals 4/14/2021



Attest:

Sue M. McMillan
City Clerk

As M-
Building Inspections/Development



PIPCCOM-01

SSLEVA

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 12/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Envision Insurance Group 1616 W. Pioneer Parkway Peoria, IL 61615	CONTACT NAME: Susan Sleva PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: sslewa@envisionins.com INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company INSURER B: Travelers Property Casualty Co of America INSURER C: Twin City Fire Insurance Company INSURER D: INSURER E: INSURER F:
INSURED The PIPCO Companies, LTD 1409 W. Altorfer Drive Peoria, IL 61615	NAIC # 25674

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			83UENOD1068	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ XCU						MED EXP (Any one person) \$ 5,000
	☒ Contractual Liab						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			83UENOD1069	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY		☐ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB			ZUP12P5517021NF	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB		☐ CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DED ☒ RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WEOD1067	1/1/2021	1/1/2022	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Installation			3K705463	1/1/2021	1/1/2022	Limit per location 500,000
B	Equipment Floater			3K705463	1/1/2021	1/1/2022	Leased Equipment 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

FOR BIDDING PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: PIPCCOM-01

SSLEVA

LOC #: 0



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Envision Insurance Group		NAMED INSURED The PIPCO Companies, LTD 1409 W. Altorfer Drive Peoria, IL 61615	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

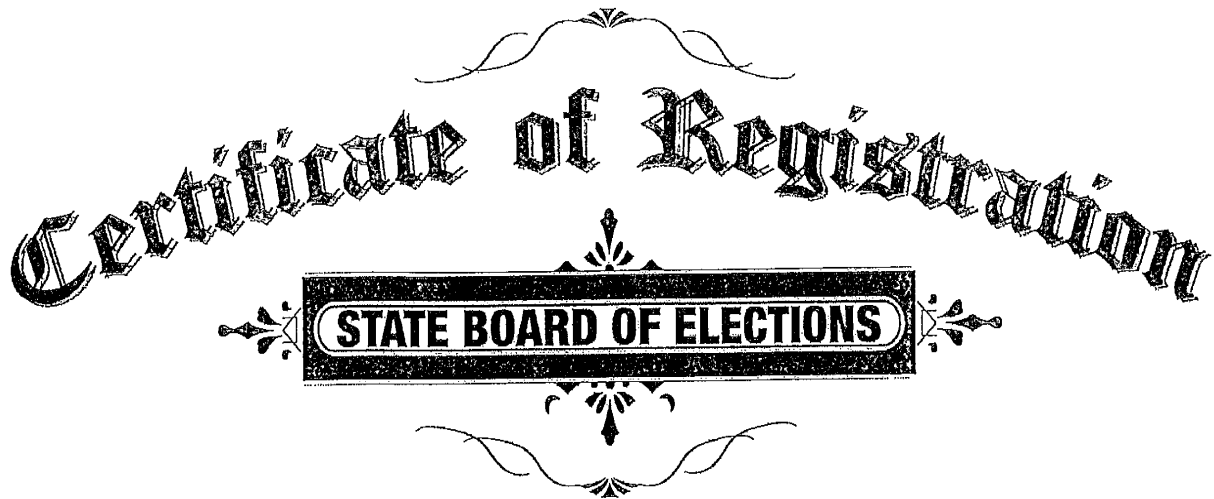
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Professional & Pollution Liability
 Effective: 01/01/2021-01/01/2022
 Insurer: Nautilus Insurance Company
 Policy Number: CEO6012285115
 Limits: \$2,000,000 occ/\$2,000,000 agg
 Professional Retroactive date: 5/28/14
 Pollution Retroactive date: 5/28/15

Underlying coverages scheduled on Umbrella Liability Policy: General Liability 83UENOD1068, Automobile Liability 83UENOD1069, Worker's Compensation 83WEOD1067. The umbrella policy follows form regarding additional insured and waiver of subrogation.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provision.

Attachment: THE PIPCO COMPANIES, LTD (2764 : Receive and File Bids for Maywood Ave. Storm Sewer Outfall Repair Project)



Registration No. 13572

THE PIPCO CO LTD
1409 W. ALTORFER DRIVE
PEORIA IL 61615

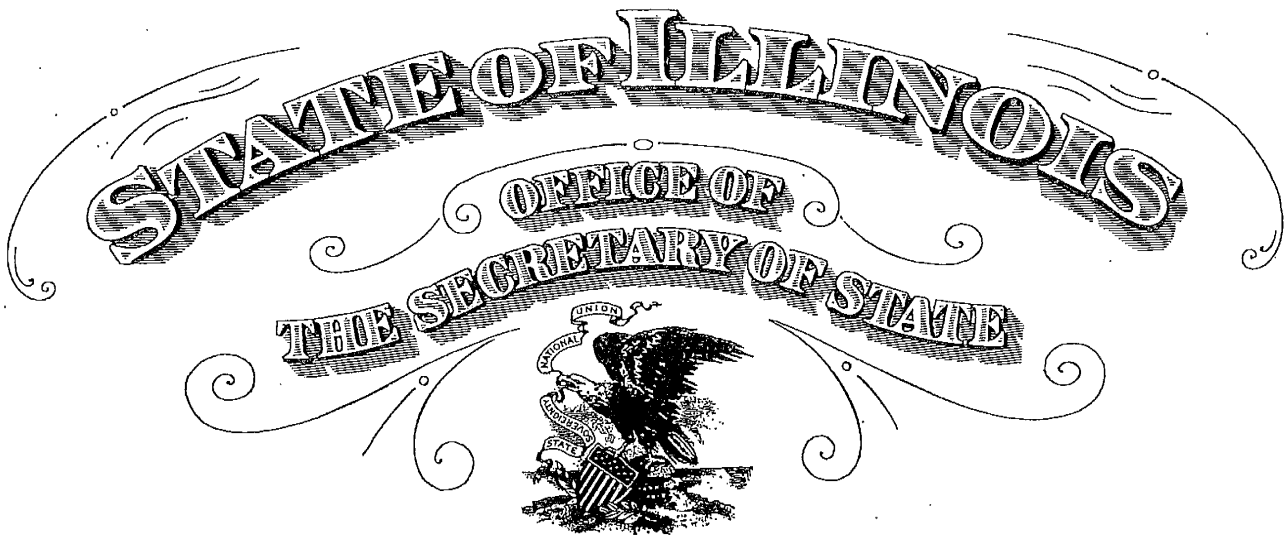
Information for this business last updated on:
Thursday, August 27, 2009

Certificate produced on Monday, May 11, 2020 at 2:39 PM



File Number

1364-165-0



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE PIPCO COMPANIES, LTD., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MARCH 28, 1960, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 15TH
day of AUGUST A.D. 2018 .

Jesse White

SECRETARY OF STATE

Authentication #: 1822701248 verifiable until 08/15/2019

Authenticate at: <http://www.cyberdriveillinois.com>

Attachment: THE PIPCO COMPANIES, LTD (2764 : Receive and File Bids for Maywood Ave. Storm Sewer Outfall Repair Project)

**UNANIMOUS CONSENT
OF THE DIRECTORS OF
THE PIPCO COMPANIES, LTD.
A DELAWARE CORPORATION**

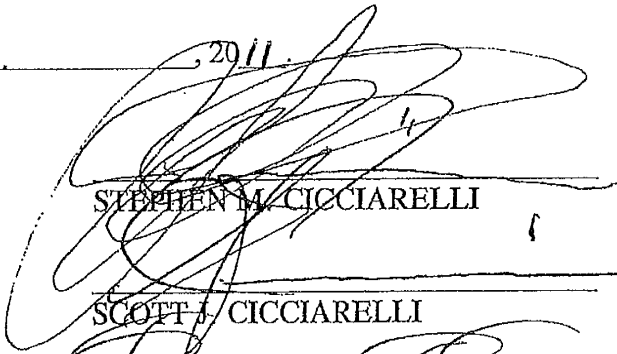
The undersigned, being all the Directors of THE PIPCO COMPANIES, LTD., a Delaware Corporation authorized to transact business in the State of Illinois, acting without the formality of a meeting pursuant to the authority granted in the By-Laws, does hereby unanimously consent in writing and adopt the following resolutions:

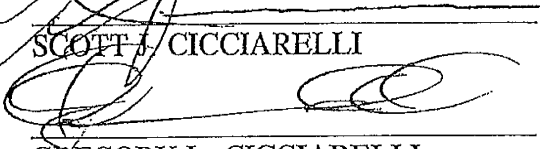
RESOLVED, that the following persons are hereby elected to the following offices, to serve until their successors are duly elected and qualified:

STEPHEN M. CICCARELLI	President
SCOTT J. CICCARELLI	Executive Vice-President
GREGORY L. CICCARELLI	Executive Vice President
DANIEL J. SHADID	Vice President
KAREN M. SHADID	Secretary/Treasurer

AND IT IS FURTHER RESOLVED, that a copy of this Consent be delivered to the Secretary of the Corporation with direction that it be filed and maintained with the records of the Corporation.

Dated this 1st day of Jan., 2011.


STEPHEN M. CICCARELLI


SCOTT J. CICCARELLI


GREGORY L. CICCARELLI


KAREN M. SHADID

Being all the Directors of
THE PIPCO COMPANIES, LTD.
a Delaware Corporation

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

**NATIONAL AUTOMATED SPRINKLER INDUSTRY
LOCAL UNION 669 EDUCATION FUND**

*Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

July 20, 2006 (Revised)

Date

ZA002530001

Do not write in this space



A. J. Chao
Secretary of Labor

Anthony D. S. S. S.

6.6.b

Attachment: THE PIPCO COMPANIES, LTD (2764 : Receive and File Bids for Maywood Ave. Storm Sewer Outfall Repair Project)

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration
*Sheet Metal Workers Local #1 and the Central Illinois
Chapter of SMACNA, Inc., Peoria Heights, Illinois*
Service and Customer Heating & Air Conditioning Installer-
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 29, 1945

Revised August 7, 2002

IL007450001

Illinois DCG

Lois L. Chao
Secretary of Labor

Anthony Dunge
Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration

Joint Apprenticeship and Training Committee of Plumbers Local Union 63

East Peoria, Illinois

Plumber

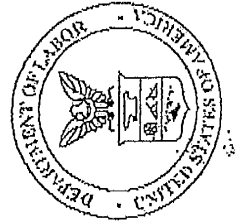
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

Registered December 31, 1978

Date Revised August 19, 2008

11007-780008

Registration No.



Loi. Chao

Secretary of Labor

Anthony Swager

Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services
Bureau of Apprenticeship and Training

Certificate of Registration
Joint Apprenticeship and Training Committee of Steamfitters Local 353
Peoria, Illinois

Pipefitter
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

Date January 22, 2007

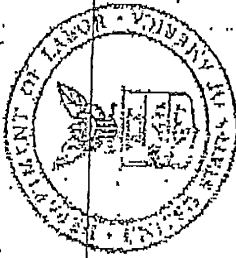
11007-780009
Registration No.



Loi. Chao
Secretary of Labor

Anthony S. Davis
Administrator, Apprenticeship Training, Employer and Labor Services

United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

ILLINOIS LABORERS' AND CONTRACTORS' TRAINING TRUST FUND
MOUNT STERLING, ILLINOIS

FOR THE TRADE OF CONSTRUCTION CRAFT LABORER
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

DATE FEBRUARY 3, 1997

IT-001 - 0012

John Ka

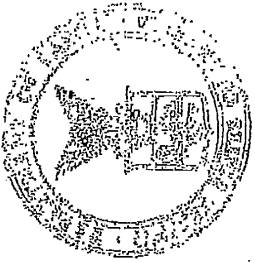
Robert B. Bell

Secretary of Labor

Anthony Duvoisin

Director, Bureau of Apprenticeship and Training

United States Department of Labor



Bureau of Apprenticeship and Training

Certificate of Registration

*International Association of Heat & Frost Insulators
Local 17, I.A.F.C., Chicago, Illinois*

*For the Trade of Insulation Workers
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

Date September 7, 1990

Revision

IL 012-0430

Registration No.

Alfred M. Heller

Secretary of Labor

Anthony Swartz

Director, Bureau of Apprenticeship and Training



THE PIPCO COMPANIES, LTD.

Major Work Completed in Last 5 yrs

Updated 01/02/2020

Project	General Contractor/Owner	Amount	Start Date	Completion Date	Contact #	Project Manager
Buehler Independent Living Add	PJ Hoerr	\$ 282,465	2015	2016	309-688-9567	Scott Fehr
St. Jude Phase 2	George Rump Const	\$ 386,370	2015	2016	309-637-6114	Dan Muno
ICC Holdings - Delavan	River City Construction	\$ 267,740	2015	2016	309-694-3120	Matt Brown
CAT TC-K Innovation Center	River City Construction	\$ 359,490	2015	2016	309-694-3120	Andy Cook
IAWC Mossville Water Main Repl	IAWC	\$ 1,817,309	2015	2017	309-566-4114	Christian Volz
Silas Willard Elementary School	Russell Const	\$ 2,536,739	2015	2017	563-459-4600	Lee Marbach
Keystone Baghouse Stack Proj	Process Barron	\$ 694,302	2016	2017	205-663-5330	Barry Banks
CFH Sports Ortho Bldg	Pepper Construction	\$ 188,289	2015	2017	312-266-4700	Gene Ward
Heartis Peoria	McShane Const	\$ 398,566	2015	2017	847-292-4300	Alex Dowd
UND McCourtney Hall	Shiel Sexton	\$ 791,993	2015	2017	317-423-6000	Chris Metzger
Eisenhower MAU Retrofit	Johnson Controls	\$ 258,080	2015	2017	309-427-2800	Sigmund Self
Peoria Municipal Bldg	City of Peoria	\$ 210,400	2015	2017	309-494-8894	Jason Meeks
Lonza Septic System	Lonza	\$ 202,400	2016	2017	309-697-7200	Jim Steiner
Ransom Meter Pits	IAWC	\$ 523,991	2016	2017	866-777-8426	Dave Clifton
East Peoria New City Hall	PCM+Design Architects	\$ 394,760	2015	2017	309-694-5012	Wil Helmick
Lonza 2am Piping	Lonza	\$ 1,852,772	2016	2017	309-697-7200	Adam Hirsh
OSF Jump Workgroup Integration	PJ Hoerr	\$ 1,030,717	2015	2017	309-688-9567	Mike Kreutz
SEMC - AHU 4 Replacement	OSF Healthcare System	\$ 385,191	2015	2017	309-677-0761	Evan Spirrisson
SFMC 8th Flr AHU Replacement	PJ Hoerr	\$ 706,697	2015	2017	309-688-9567	Brent Hewitt
Junction City Detention Basin	Criterion Development	\$ 894,368	2015	2017	309-689-0808	Chuck Hollis
IAWC Goup 2	IAWC	\$ 364,430	2016	2017	866-777-8426	Christian Volz
IAWC Streater Water Main	IAWC	\$ 359,014	2016	2017	866-777-8426	Christian Volz
Pekin HS Piping Upgrade Bldg E	Midwest Const Professionals	\$ 378,495	2016	2017	309-291-0913	Beth Huffman
CEFCU Bloomington Member Ctr	CEFCU	\$ 307,861	2016	2017	309-692-1135	Mike Couri
Westminster Village Addition/Reno	PJ Hoerr	\$ 2,783,000	2016	2019	309-688-9567	Scott Fehr
The Baby Fold	McCoy Construction	\$ 1,080,000	2017	2018	815-844-3117	Mike McCoy
State Farm Bloomington-Atrium Ph 2	Ryan Companies	\$ 120,500	2017	2018	630-328-1119	James Wright
St. John's MOB	PJ Hoerr	\$ 168,500	2017	2018	309-688-9567	Dave Wilson
Milford Water Treatment Plant	Giffin Engineering	\$ 117,500	2018	2018	309-356-5393	Judd Giffen
comb Lincoln School Addition	Laverdiere Construction	\$ 256,000	2017	2018	309-837-1258	Mitch Lynn
IC AHU-Chiller Replacement	Demonica Kemper Architects	\$ 1,064,000	2017	2018	312-994-9970	Dominick Demonica
National Guard Fuel Facility Repairs	PJ Hoerr	\$ 86,800	2018	2019	309-688-9567	Brian Liesen
RTU Replacement Phase 6	Midwest Engineering Professor	\$ 1,238,700	2018	2018	309-266-1117	Luke Knapp
North Point Shopping Center WMR	IAWC	\$ 63,270	2018	2018	217-373-3255	Steven Wegman

Cunningham Children's Home	FP	Johnco Construction	\$ 106,000	2017	2018	309-359-3000	Paul Berns
Carle Ambulatory Surgery	FP	Berglund Construction	\$ 140,000	2017	2018	312-726-6624	Thomas Sicinski
Bloomington HS Fine Arts	Plumbing	Johnco Construction	\$ 110,000	2018	2018	309-359-3000	Paul Berns
Peoria Public Library Main Branch	HVAC	Apac Design	\$ 1,650,000	2018	2019	309-685-4722	Mark Cordes
Washington Gifted School HVAC	HVAC	George Rump Const	\$ 1,180,000	2019	2019	309-637-6114	Dan Muno
Morton JR HS Addition	HVAC/Site	George Rump Const	\$ 427,000	2019	2019	309-637-6114	Dan Muno
Cat PPG Electrical Upgrades	HVAC/Site	CORE Construction	\$ 288,490	2019	2019	309-404-4700	Andrew Arnold
University Street Improvements	Site	RA Cullinan	\$ 809,414	2019	2019	309-925-2721	Kevin Walker
OSF Ministry Headquarters Building	Site	Pointcore	\$ 492,300	2020	2020	309-404-4800	Tom Cole
IAWC 2020 Pekin Water Main Replacement	Site	IL American Water Co	\$ 898,174	2020	2020	309-566-4102	Josh Harken
Tremont Sanitary Sewer	Site	Village of Tremont	\$ 1,628,500	2019	2020	309-258-7507	Scott Desplinter
IAWC 2020 Group 4 Water Main Replace	Site	IL American Water Co	\$ 448,560	2020	2020	309-883-6045	Albert Huff
Farmington Softball Concessions	Site	Midwest Construction Professio	\$ 68,200	2019	2020	309-883-4760	Michael Schupp
Athens High School Add/Reno	FP	Johnco Construction	\$ 197,800	2020	2020	309-359-3000	Bob Berns
UIUC Tonswent & Wardall Halls Reno	FP	Turner Construction	\$ 277,500	2020	2020	309-339-3439	Patrick Klopfenstein
ISU Watterson South Tower	FP	CORE Construction	\$ 96,300	2019	2020	309-266-9768	Dan Joos
Peoria County ETSB Call Centers	FP/HVAC	Peoria Metro Construction	\$ 349,000	2020	2021	309-671-1466	Tom Meischner
Shute Elementary School Add & Reno	FP	Midwest Construction Professio	\$ 108,100	2020	2021	309-883-4760	Jeff Pfledderer
CDB - New In-Patient Treatment Center	FP	River City Construction	\$ 180,700	2019	2021	309-692-3120	Phil Kingdon
Galesburg Steel Elementary School	HVAC	Russell Construction	\$ 461,000	2020	2020	563-459-4513	Lee Marbach
Calvin Coolidge School	HVAC	Peoria Metro Construction	\$ 1,097,740	2020	2020	309-671-1466	Roberto Ortega
Olympia West Boiler Replacement	HVAC	Dewberry Inc	\$ 136,927	2020	2020	309-282-8102	Scott Broadfield



REFERENCES

INSTITUTIONAL:

Bradley University
1501 W Bradley Ave
Peoria, IL 61625
LeRoy Neilson
309-677-4525
lnelson@bumail.bradley.edu

Illinois Central College
1 College Drive
East Peoria, IL 61635
Jason Daly
309-229-6884
jason.daly@icc.edu

Dunlap CUSD # 323
3020 W Willow Knolls
Road
Peoria, IL 61614
Tom Grimm
309-453-5354
tgrimm@dunlapcUSD.net

INDUSTRIAL:

Lonza, Inc
8616 W. Route 24
Mapleton, IL 61547
Jim Harvey
309-697-7239
jim.harvey@lonza.com

Illinois Corn Processing
1301 South Front Street
Pekin, IL 61555
Jack Kuntz
309-478-4411
Jack.kuntz@ilcorn.com

USDA – NCAUR
1815 N University
Peoria, IL 61604
Kirk DeFrates
309-681-6518
kirk.defrates@ars.usda.gov

HEALTHCARE:

OSF Healthcare
PO Box 6259
Peoria, IL 61601
Greg Timerman
309-655-2923
gregory.s.timerman@osfhealthcare.org

Pekin Hospital
600 S 13th Street
Pekin, IL 61554
Mark Negley
309-267-4302
mnegley@pekinhospital.com

Petersen Healthcare
15 Harvest Road
Canton, IL 61520
Doug Currier
309-883-9917
dcurrier@petersenhealthcare.net

GENERAL CONTRACTORS:

River City Construction
101 Hoffer Lane
East Peoria, IL 61611
Cody Gerdes
309-694-3120
cgerdes@rccllc.com

CORE Construction
601 SW Water Street
Peoria, IL 61602
Tim Erickson
309-266-9768
Timerickson@coreconstruction.com

PJ Hoerr Inc.
P.O. Box 3333
Peoria, IL 61612
Gabe Rodriguez
309-688-9567
gabe@pjhoerr.com



PURCHASING DIVISION

ANNUAL CERTIFICATE OF COMPLIANCE

This is to certify The PIPCO Companies an Employer Report Form (CC1) and other necessary documents satisfactory to the City of Peoria, Office of Equal Opportunity. The above named Company is hereby approved to contract with the City of Peoria and the County of Peoria for a period of one year.

If the information submitted by the Company concerning its Affirmative Action/Equal Employment as well as State and Federal mandates, has been declared false information, through an investigation, such false information shall be deemed a total breach of the contract, and such contract may be terminated, canceled or suspended, in whole or in part, and such contractor may be declared ineligible for any further contracts for a period of up to one year.

Dated this 3rd day of June, 2021

Expires this 30th day of June, 2022

EEO Certification Number:

00618-220630


 Chris Switzer
 Purchasing Manager

EEO CERTIFICATION FORMS NOW AVAILABLE ONLINE!

Visit City of Peoria website at www.ci.peoria.il.us. Click Government, Click Departments A-G, Click Equal Opportunity then Click Forms and select the appropriate form. Please utilize this convenient process.

City Hall Building
 419 Fulton Street Rm. 108
 Peoria, Illinois 61602
 VOICE (309) 494-8507
 FAX (309) 494-8510

BID DOCUMENTS
FOR
MAYWOOD AVE. STORM SEWER OUTFALL REPAIR
PEKIN, ILLINOIS

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

CITY ENGINEER
JOSIE A. ESKER, PE, SE
309-479-5399
jaesker@ci.pekin.il.us

AUGUST 2021

INDEX TO
CONTRACT DOCUMENTS FOR
HIGH POINT LANE STORM SEWER OUTFALL REPAIRS
PEKIN, ILLINOIS

	<u>Page Number</u>
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Bid Form	00300-1 to 00300-5
Bid Bond Form	BB-1-2
Agreement	00500-1 to 00500-6
Construction Performance Bond	PB-1-3
Construction Payment Bond	PB-4-6
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Notice to Proceed	NP-1
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Appendix A – Tazewell County Prevailing Wage Rates
Appendix B – Apprenticeship or Training Program Certification

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Cover, Page 1-2

Plans

Attachment: STARK EXCAVATING, INC (2764 : Receive and File Bids for Maywood Ave. Storm Sewer Outfall Repair Project)

SECTION 00020 INVITATION TO BID

1.01 DESCRIPTION OF WORK

- A. The proposed Work is officially known as the "Maywood Ave. Storm Sewer Outfall Repair" and is further described as follows:
 - 1. Reconstructing storm sewer outfall at one location. The project includes debris removal, concrete driveway removal & replacement, tree clearing, earthwork, manholes, storm sewers, riprap, landscaping, 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 9:30 AM on September 8th, 2021 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. Request access to an electronic copy of the **Storm Sewer Outfall Repair** bid documents from Josie Esker at jaesker@ci.pekin.il.us.
- B. Office of the City Engineer, 111 S. Capitol Street, Pekin, IL 61554

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.

00020-1

Attachment: STARK EXCAVATING, INC (2764 : Receive and File Bids for Maywood Ave. Storm Sewer Outfall Repair Project)

1.06 PERFORMANCE AND PAYMENT BONDS

- A. The successful Bidder will be required to furnish a satisfactory Performance Bond and Payment Bond in the full amount of the Bid. No Bid shall be withdrawn after the opening of the Bids for a period of sixty (60) days after the scheduled time of closing Bids.

1.07 PREVAILING WAGE RATES

- A. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130, *et seq.*). Bidder's signature shall be construed as acceptance of, and willingness to comply with, all provision of the "Illinois Prevailing Wage Act".

These prevailing rates of wages are included in this contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract. It shall be the Contractor's responsibility to monitor the prevailing wages and adjust the payroll accordingly as soon as any rates are revised. The prevailing rates of wages are revised on a monthly basis and can be found on the Illinois Department of Labor's website. <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

The Contractor shall submit certified payroll on this project.

1.08 RIGHT TO REJECT BIDS

- A. The City of Pekin, Illinois, reserves the right to waive irregularities and to reject any and all Bids. Unless all Bids are rejected, award shall be made to the low, responsive, responsible Bidder after the Bid evaluation.

1.09 AWARD

- A. The award may be made based on the lowest qualified responsive Base Bid alone or the lowest qualified responsive combination of the Base Bid plus any one or more of the Alternate Bids.

SECTION 00100 INFORMATION TO BIDDERS

Bids will be received by the City of Pekin (herein called the "OWNER") at Pekin City Hall until 9:30 AM (prevailing time) on September 8, 2021 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 envelope 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. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement forms (all forms presented in Section 00500) and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when the Notice Of Award is delivered to the BIDDER. The Notice Of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice To Proceed shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice To Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice To Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

Each BIDDER is responsible for inspecting the site and 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 Bid.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the Supplemental General Conditions.

The low BIDDER shall supply the names and addresses of Major Material Suppliers and Subcontractors when requested to do so by the OWNER.

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.

Contract Documents, including Drawings and Technical Specifications, are on file for review and bidding at the following locations:

- Request access to an electronic copy of the **Maywood Ave. Storm Sewer Outfall Repair** bid documents from Josie A. Esker at jaesker@ci.pekin.il.us.
- Office of the City Engineer, 111 S. Capitol Street, Pekin, IL 61554

All questions about the meaning of intent of the Contract Documents shall be submitted to the City of Pekin, 111 S. Capitol Street, Pekin, Illinois, 61554, 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, 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 action contrary to items 1 through 3 in the paragraph above; or
- He is not the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will no participate, in any action contrary to items 1 through 3 in the paragraph above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to items 1 through 3 above.

The OWNER will make progress payments to the CONTRACTOR within fourteen (14) calendar days of the date of receipt of a request for payment approved by the ENGINEER.

The following procedures shall be followed when complaints arise:

- A. **OWNER Responsibility.** The OWNER is responsible for selecting the low, responsive, and responsible BIDDER or other CONTRACTOR in accordance with applicable requirements of State or local laws or ordinances as well as the specific requirements of State and Federal law or this agreement directly affecting the procurement (for example, the non-restrictive specification requirement or the equal employment opportunity requirement) and for the initial resolution of complaints based upon alleged violations. If complaint is made to the OWNER for resolution, the OWNER shall promptly determine each such complaint upon its merit permitting the complaining party as well as any other interested party who may be adversely affected to state in writing or at a conference the basis for his views concerning the proposed procurement. The OWNER must promptly furnish to the complaining party and to other affected parties, by certified mail, a written summary of its determination, substantiated by an engineering and legal opinion, providing a justification for its determination.
- B. **Arbitration.** Disputes between the OWNER and any party adversely affected by the determination of the OWNER made pursuant to (A) above shall be resolved by binding arbitration by a single arbitrator, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the arbitration laws of the State of Illinois (Ch. 10 Ill. Rev. Stats. 1975 101-123). The award rendered by the arbitrator shall be final; and judgment may be entered upon it in any court having jurisdiction thereof.
- C. **Time Limitation.** Complaints should be made pursuant to (A) above, as early as possible during the procurement process, preferably prior to issuance of an invitation for Bids to avoid disruption of the procurement process; Provided, that a complaint authorized by (A) above, must be mailed by certified mail (return receipt requested), or delivered, no later than five (5) working days after the Bid opening. A request for arbitration pursuant

00100-4

to paragraph (b) above must be made to the American Arbitration Association within one (1) week after the complaining party receives the OWNER's adverse determination.

- D. Deferral of Procurement Action. Where the OWNER has received a written complaint pursuant to (A) above, it must defer issuance of its solicitation or award or Notice to Proceed under the Contract (as appropriate) for ten (10) days after mailing or delivery of any written adverse determination. If a determination is made by either the OWNER or the arbitrator which is favorable to the complainant, the terms of the solicitation must be 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 (Project): Maywood Ave. Storm Sewer Outfall Repair

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 (60) 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
9-1-21	#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.

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

BASE BID: MAYWOOD AVE. STORM SEWER OUTFALL REPAIR

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, COMPLETE	L. SUM	1	4400.00	4,400.00
2	STORM SEWER REMOVAL	FOOT	80	59.80	4,784.00
3	EARTHWORK, COMPLETE	L. SUM	1	10,850.00	10,850.00
4	DRIVEWAY PAVEMENT REMOVAL	SQ. FT.	700	3.05	2,135.00
5	PCC DRIVEWAY PAVEMENT 6"	SQ. FT.	700	13.90	9,730.00
6	STORM SEWER, WMQ PIPE, 18"	FOOT	90	209.60	18,864.00
7	STORM SEWER, CLASS A, TYPE 1, 18"	FOOT	5	425.00	2,125.00
8	FLOWABLE FILL (CLSM)	CY YD	60	132.20	7,932.00
9	MANHOLE, TYPE A, 4'-DIA. WITH TYPE 1 FRAME AND CLOSED LID, SPECIAL	EACH	1	20,100.00	20,100.00
10	PRECAST REINFORCED CONCRETE FLARED END SECTION, 18"	EACH	1	2,250.00	2,250.00
11	STONE RIPRAP, CLASS A4	TON	200	81.55	16,310.00
12	MOBILIZATION	L SUM	1	18,200.00	18,200.00

Attachment: STARK EXCAVATING, INC (2764 : Receive and File Bids for Maywood Ave. Storm Sewer Outfall Repair Project)

BASE BID: MAYWOOD AVE. STORM SEWER OUTFALL REPAIR

\$117,680.00 (DOLLARS AND CENTS)

One hundred Seventeen thousand six hundred eighty & ^{no}/₁₀₀

Amount written in words, Dollars and Cents

11a STONE RIPRAP, CLASS B4

TON

200

78.15 15,630.00

ALTERNATE BID:

\$15,630.00 (DOLLARS AND CENTS)

Fifteen thousand six hundred thirty & ^{no}/₁₀₀

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.

5. All Work with respect to the Base Bid shall be substantially completed within 60 calendar days of the Notice To Proceeds commencement date.
6. 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.
7. The terms used in this Bid which have the meanings assigned to them in the General Conditions.

If BIDDER is: Stark Excavating, Inc.

An Individual:

By NIA (SEAL)

doing business as _____

Business address: _____

Phone No: _____

A Partnership:

By NIA (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation:

By Stark Excavating, Inc.
(Corporation Name)

Illinois
(State of Incorporation)

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

Vice President
(Title)

(Corporate Seal)

Attest *Ila J. Slagell* 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 St
Bloomington, IL 61701

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

Berkley Insurance Company
475 Steamboat Rd
Greenwich, CT 06830

OWNER (Name and Address): City of Pekin 111 S. Capitol St. Pekin, IL 61554

BID

Bid Due Date: 9:30am Sept. 8th, 2021

Description: Maywood Storm Sewer Outfall Repair

BOND

Bond Number: Bid Bond

Date (Not earlier than Bid due date): 09/08/2021

Penal sum Five percent of base bid
(Words)

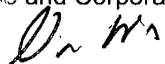
\$ 5% of base bid
(Figures)

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

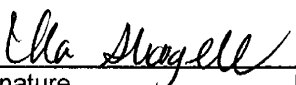
Stark Excavating, Inc. (Seal)

Bidder's Name and Corporate Seal

By: 
Signature

David K. Stark, Jr.
Print Name

Vice President
Title

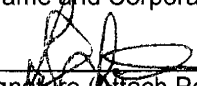
Attest: 
Signature Ila J. Slagell

Secretary
Title

SURETY

Berkley Insurance Company (Seal)

Surety's Name and Corporate Seal

By: 
Signature (Attach Power of Attorney)

Lucas Sherman
Print Name

Attorney-in-Fact
Title

Attest: SEE ATTACHED JURAT
Signature

SEE ATTACHED JURAT
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 Sherman of CoraMae, Inc. dba Insurance Risk Managers 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, 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 3rd day of DECEMBER, 2019.

Attest:

Berkley Insurance Company

(Seal)

By

Ira S. Lederman
Executive Vice President & Secretary

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 3rd day of DECEMBER, 2019, 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.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundraken
Notary Public, State of Connecticut

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 8th day of September, 2021.

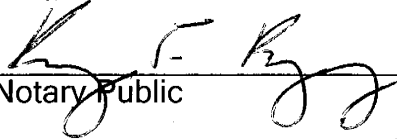
(Seal)

Vincent P. Forte

STATE OF: Illinois

COUNTY OF: Vermilion

On this 8th day of September, 2021 personally appeared before me Kaitlyn F. Puzey, who being duly sworn did depose and say that Lucas 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 Kaitlyn F. Puzey acknowledged that Lucas Sherman executed said instrument as such attorney-in-fact and as the free act and deed of said Corporation.


Notary Public



Attachment: STARK EXCAVATING, INC (2764 : Receive and File Bids for Maywood Ave. Storm Sewer Outfall Repair Project)

Department of Public Works

Addendum #1

Dated: September 1, 2021

**CITY OF PEKIN, IL
REQUEST FOR BIDS
MAYWOOD AVE. STORM SEWER
OUTFALL REPAIR PROJECT**

All prospective bidders for the City of Pekin – Maywood Ave. Storm Sewer Outfall Repair Project are directed to the following clarification to the advertised Request for Bids.

Per this addendum, the following clarifications to the project shall be made:

1. RR4 riprap will be place directly on the soil without any requirements for bedding rock or filter fabric.
2. No aggregate base shall be required below the driveway or sidewalk.
3. The scale as shown on the plans is incorrect. Please do not use the drawings for scaling.
4. The approximate rim elevation of the 4 foot diameter drop manhole casting shall be 475.0. All elevations should be verified in field prior to ordering manhole structure.
5. The flow line elevation of the inlet in the road way is approximately 478.80.
6. Page 94, SC-5.03 & SC-5.04 – “A+” shall be amended to “A-”.
7. Page 95, SC-5.04.C.3. – Combined Single Limit (Bodily and Property Damage) “\$2,000,000 Each Accident” shall be amended to “\$1,000,000.00 Each Accident”
8. Page 95, SC-5.04.C.5 shall be amended to read “City of Pekin shall also be named as additional insured.” No other additional insured shall be required.

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

Acknowledged by: Eric Mool
Office Engineer

Date: 9-1-21



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



SUBCONTRACTORS/ SUPPLIERS

- PRAIRIEVIEW LANDSCAPING – SEEDING / TREE REMOVAL
- LEWIS, YOCKEY & BROWN – LAYOUT
- LEMAN PRECAST – CONCRETE PIPE / MANHOLES
- CORE & MAIN – CASTINGS/ PVC PIPE
- UNITED READYMIX - CONCRETE





City of Pekin

Department of Public Works

Addendum #1

Dated: September 1, 2021

CITY OF PEKIN, IL REQUEST FOR BIDS MAYWOOD AVE. STORM SEWER OUTFALL REPAIR PROJECT

All prospective bidders for the City of Pekin – Maywood Ave. Storm Sewer Outfall Repair Project are directed to the following clarification to the advertised Request for Bids.

Per this addendum, the following clarifications to the project shall be made:

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4. The approximate rim elevation of the 4 foot diameter drop manhole casting shall be 475.0. All elevations should be verified in field prior to ordering manhole structure.
5. The flow line elevation of the inlet in the road way is approximately 478.80.
6. Page 94, SC-5.03 & SC-5.04 – “A+” shall be amended to “A-”.
7. Page 95, SC-5.04.C.3. – Combined Single Limit (Bodily and Property Damage) “\$2,000,000 Each Accident” shall be amended to “\$1,000,000.00 Each Accident”
8. Page 95, SC-5.04.C.5 shall be amended to read “City of Pekin shall also be named as additional insured.” No other additional insured shall be required.

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

Acknowledged by : 

Date: 9.8.2021

Josie A. Esker, P.E., S.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 478-5399 * Fax (309) 346-2095 * Email: jaesker@ci.pekin.il.us

Attachment: ILLINOIS CIVIL CONTRACTORS, INC (2764 : Receive and File Bids for Maywood Ave. Storm Sewer Outfall Repair Project)

SECTION 00300

BID FORM

PROJECT IDENTIFICATION (Project): Maywood Ave. Storm Sewer Outfall Repair

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 (60) 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
9-1-21	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.

See Attached

- 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.
- h) 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.

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

BASE BID: MAYWOOD AVE. STORM SEWER OUTFALL REPAIR

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, COMPLETE	L. SUM	1		
2	STORM SEWER REMOVAL	FOOT	80		
3	EARTHWORK, COMPLETE	L. SUM	1		
4	DRIVEWAY PAVEMENT REMOVAL	SQ. FT.	700		
5	PCC DRIVEWAY PAVEMENT 6"	SQ. FT.	700		
6	STORM SEWER, WMQ PIPE, 18"	FOOT	90		
7	STORM SEWER, CLASS A, TYPE 1, 18"	FOOT	5		
8	FLOWABLE FILL (CLSM)	CY YD	60		
9	MANHOLE, TYPE A, 4'-DIA. WITH TYPE 1 FRAME AND CLOSED LID, SPECIAL	EACH	1		
10	PRECAST REINFORCED CONCRETE FLARED END SECTION, 18"	EACH	1		
11	STONE RIPRAP, CLASS A4	TON	200		
12	MOBILIZATION	L SUM	1		

Bid Proposal



Illinois Civil Contractors, Inc.

420 Pinecrest Drive

East Peoria, IL 61611

Contact: Michael Fehr (mfehr@ilcivil.com)

Phone: (o) 309-694-4224 (m) 309-208-7281

Fax: 309-694-5676

Quote To:

City of Pekin

Job Name:

Pekin Maywood Ave Storm Sewer

Bid Date:

September 8, 2021

Addendum(s):

1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Tree Removal, Complete	1.00	LS	4,000.00	4,000.00
	Storm Sewer Removal	80.00	LF	25.00	2,000.00
	Earthwork, Complete	1.00	LS	24,000.00	24,000.00
	Driveway Pavement Removal	700.00	SF	5.00	3,500.00
	PCC Driveway Pavement 6"	700.00	SF	21.00	14,700.00
	Storm Sewer, WMQ Pipe, 18"	90.00	LF	300.00	27,000.00
	Storm Sewer, Class A, Type 1, 18"	5.00	LF	400.00	2,000.00
	Flowable Fill (CLSM)	60.00	CY	90.00	5,400.00
	Manhole, Type A, 4'-Dia With F&CL, Special	1.00	EACH	8,700.00	8,700.00
	Precast Reinforced Concrete FES 18"	1.00	EACH	1,800.00	1,800.00
	RipRap RR4	200.00	TON	60.00	12,000.00
	Mobilization	1.00	LS	6,000.00	6,000.00
GRAND TOTAL					\$111,100.00

Attachment: ILLINOIS CIVIL CONTRACTORS, INC (2764 : Receive and File Bids for Maywood Ave. Storm Sewer Outfall Repair Project)

BASE BID: MAYWOOD AVE. STORM SEWER OUTFALL REPAIR

One hundred Eleven Thousand (DOLLARS AND CENTS)

One hundred Dollars and Zero Cents

Amount written in words, Dollars and Cents

11a STONE RIPRAP, CLASS B4

TON

200

60 12,000.00

ALTERNATE BID:

Twelve thousand dollars and ^{zero} cents (DOLLARS AND 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.

5. All Work with respect to the Base Bid shall be substantially completed within 60 calendar days of the Notice To Proceeds commencement date.
6. 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.
7. 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.: _____

A Corporation:By Illinois Civil Contractors Inc.
(Corporation Name)Illinois

(State of Incorporation)

By Michael L. Fehr
(Name of Person Authorized to Sign)President

(Title)

(Corporate Seal)

Attest Jeff Furst
(Secretary)Business address: 420 Pinecrest Drive
East Peoria, IL 61611Phone No.: 309.694.4224A 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):

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 Avenue
West Bend WI 53095

OWNER (Name and Address): City of Pekin 111 S. Capitol St. Pekin, IL 61554

BID

Bid Due Date: 9:30am Sept. 8th, 2020

Description: Maywood Storm Sewer Outfall Repair

BOND

Bond Number:

Date (Not earlier than Bid due date): 09/08/2021

Penal sum Five Percent of the 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**SURETY**

Illinois Civil Contractors Inc (Seal)
Bidder's Name and Corporate Seal

By: Michael L. Fehr
Signature

Michael L. Fehr
Print Name

President
Title

Attest: [Signature]
Signature

Vice President
Title

West Bend Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Ashlyn Tucker
Signature (Attach Power of Attorney)

Ashlyn Tucker
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Manager
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 Champaign

On 8th day of September, 2021 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Ashlyn Tucker**

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.


(Notary Public)





THE SILVER LINING®

Bond No. 2500831

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:

Ashlyn Tucker

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:

Ten Million Dollars (\$10,000,000)

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 17th day of August, 2021.

Attest

Christopher C. Zwygart

Christopher C. Zwygart
Secretary

Kevin A. Steiner

Kevin A. Steiner
Chief Executive Officer/PresidentState of Wisconsin
County of Washington

On the 17th day of August, 2021, 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.



Matthew E. Carlton

Matthew E. Carlton
Senior Corporate Attorney
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 8th day of September, 2021.



Heather A. Dunn

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

1900 South 18th Avenue | West Bend, WI 53095 | Phone: (608) 410-3410 | Fax: (877) 674-2663 | www.thesilverlining.com

Attachment: ILLINOIS CIVIL CONTRACTORS, INC (2764 : Receive and File Bids for Maywood Ave. Storm Sewer Outfall Repair Project)

**REQUEST FOR COUNCIL ACTION**

Agenda Date: September 13, 2021
To: Council Members
From: Sue McMillan, City Clerk

AGENDA ITEM: Resolution No. 317-21/22 Appointments Ethics Commission

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/10/2021

Date:

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

RESOLUTION NO. 317-21/22

WHEREAS, on August 9, 2021 the Pekin City Council adopted Ordinance No. 3004-21/22 Amending the City Code to Create Chapter 2, Article VIII, the City's Ethics Ordinance; and

WHEREAS, Ordinance No 3004-21/22 provided for the Ethics Commission creation comprised of three (3) members appointed by the Mayor with the advice and consent of the City Council; and

WHEREAS, the Ethics Commission members shall serve for initial terms determined by drawing lots at the first meeting of the Commission; and

WHEREAS, two commissioners shall serve 2-year terms and the one remaining commissioner shall serve a one-year term and thereafter all commissioners shall be appointed to 2-year terms.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PEKIN, ILLINOIS that the following named persons be and they are hereby appointed to the Ethics Commission

JOSEPH PRIVITT

SUSAN STUART

THOMAS IVY

BE IT FURTHER RESOLVED that the Council of the City of Pekin, Illinois designates as Ethics Advisor

ATTORNEY KATHERINE SWISE

PASSED AND APPROVED at a regular meeting of the City Council of the City of Pekin, this 13th day of September, 2021.

Mayor Mark A. Luft

ATTEST:

City Clerk Sue E. McMillan



REQUEST FOR COUNCIL ACTION

Agenda Date: September 13, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No.318-21/22 Award Maywood Outfall Repair to ICCI

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This resolution is to award the Maywood Ave. Storm Sewer Outfall Repair project to Illinois Civil Contractors Inc. (ICCI). This project is to repair a storm sewer outfall, where significant erosion has occurred, by installing a drop manhole structure and replacing damaged storm sewer pipe. This project is behind 2405 Maywood Ave. The area around the outfall has experience significant erosion and needs to be repaired before it causes significant property damage. The City received 3 bids for this project ranging from \$111,100.00 to \$138,875.000. The engineer's estimate was \$120,000.00. Staff recommends this bid be awarded to ICCI.

FINANCIAL IMPACT:

Requested Amount: \$111,100.00
 Line Item: 231-000-150700
 Budgeted Amount: \$380,000.00 (this line item only on capital improvement budget for Sewer Fund Emergency Repairs)
 Remaining Funds: \$380,000.00

IMPACT IF APPROVED: The project will be awarded to ICCI.

IMPACT IF DENIED: The project will not be awarded.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

X	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):
 Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/9/2021

Date:

WHEREAS, the City solicited bids for the Maywood Avenue Storm Sewer Outfall Repair project; and

WHEREAS, a public bid opening was held on September 8, 2021, at which time the City opened and received three bids for the project; and

WHEREAS, Illinois Civil Contractors Inc. was found to be the lowest bidder; and

WHEREAS, the City Council of the City of Pekin finds that the bid from Illinois Civil Contractors Inc., attached hereto as Exhibit A, is reasonable and responsible;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. The proposal submitted by Illinois Civil Contractors Inc. attached hereto as Exhibit A, is approved and accepted. The Mayor and/or the City Manager is authorized and directed to enter into a Contract, substantially as presented in Exhibit B, with Illinois Civil Contractors Inc. with such revisions and modifications as the Mayor and/or City Manager deem necessary and appropriate.

Section 3. The City Clerk is directed to attest to the execution of the Contract as negotiated and approved by the Mayor and/or City Manager.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

Bid Tab - Maywood Ave Storm Sewer Outfall

9/8/2021

Contractor	Bid Bond	Addendum 1	Bid Price
PIPCO	✓	✓	\$138,875.00
STARK EXCAVATING	✓	✓	\$117,680.00
ICCI	✓	✓	\$111,100.00

ENGINEER'S ESTIMATE: \$120,000.00



City of Pekin

Department of Public Works

Addendum #1

Dated: September 1, 2021

CITY OF PEKIN, IL REQUEST FOR BIDS MAYWOOD AVE. STORM SEWER OUTFALL REPAIR PROJECT

All prospective bidders for the City of Pekin – Maywood Ave. Storm Sewer Outfall Repair Project are directed to the following clarification to the advertised Request for Bids.

Per this addendum, the following clarifications to the project shall be made:

1. RR4 riprap will be place directly on the soil without any requirements for bedding rock or filter fabric.
2. No aggregate base shall be required below the driveway or sidewalk.
3. The scale as shown on the plans is incorrect. Please do not use the drawings for scaling.
4. The approximate rim elevation of the 4 foot diameter drop manhole casting shall be 475.0. All elevations should be verified in field prior to ordering manhole structure.
5. The flow line elevation of the inlet in the road way is approximately 478.80.
6. Page 94, SC-5.03 & SC-5.04 – “A+” shall be amended to “A-”.
7. Page 95, SC-5.04.C.3. – Combined Single Limit (Bodily and Property Damage) “\$2,000,000 Each Accident” shall be amended to “\$1,000,000.00 Each Accident”
8. Page 95, SC-5.04.C.5 shall be amended to read “City of Pekin shall also be named as additional insured.” No other additional insured shall be required.

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

Acknowledged by :

Date:

9.8.2021

Josie A. Esker, P.E., S.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 478-5399 * Fax (309) 346-2095 * Email: jaesker@ci.pekin.il.us

Attachment: Exhibit A - ILLINOIS CIVIL CONTRACTORS, INC (2765 : Resolution No.318-21/22 Award Maywood Outfall Repair to ICCI)

SECTION 00300

BID FORM

PROJECT IDENTIFICATION (Project): Maywood Ave. Storm Sewer Outfall Repair

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 (60) 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
9-1-21	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.

See Attached

- 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.
- h) 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.

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

BASE BID: MAYWOOD AVE. STORM SEWER OUTFALL REPAIR

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, COMPLETE	L. SUM	1		
2	STORM SEWER REMOVAL	FOOT	80		
3	EARTHWORK, COMPLETE	L. SUM	1		
4	DRIVEWAY PAVEMENT REMOVAL	SQ. FT.	700		
5	PCC DRIVEWAY PAVEMENT 6"	SQ. FT.	700		
6	STORM SEWER, WMQ PIPE, 18"	FOOT	90		
7	STORM SEWER, CLASS A, TYPE 1, 18"	FOOT	5		
8	FLOWABLE FILL (CLSM)	CY YD	60		
9	MANHOLE, TYPE A, 4'-DIA. WITH TYPE 1 FRAME AND CLOSED LID, SPECIAL	EACH	1		
10	PRECAST REINFORCED CONCRETE FLARED END SECTION, 18"	EACH	1		
11	STONE RIPRAP, CLASS A4	TON	200		
12	MOBILIZATION	L SUM	1		

Bid Proposal



Illinois Civil Contractors, Inc.

420 Pinecrest Drive
East Peoria, IL 61611

Contact: Michael Fehr (mfehr@ilcivil.com)
Phone: (o) 309-694-4224 (m) 309-208-7281
Fax: 309-694-5676

Quote To:

City of Pekin

Job Name:

Pekin Maywood Ave Storm Sewer

Bid Date:

September 8, 2021

Addendum(s):

1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Tree Removal, Complete	1.00	LS	4,000.00	4,000.00
	Storm Sewer Removal	80.00	LF	25.00	2,000.00
	Earthwork, Complete	1.00	LS	24,000.00	24,000.00
	Driveway Pavement Removal	700.00	SF	5.00	3,500.00
	PCC Driveway Pavement 6"	700.00	SF	21.00	14,700.00
	Storm Sewer, WMQ Pipe, 18"	90.00	LF	300.00	27,000.00
	Storm Sewer, Class A, Type 1, 18"	5.00	LF	400.00	2,000.00
	Flowable Fill (CLSM)	60.00	CY	90.00	5,400.00
	Manhole, Type A, 4'-Dia With F&CL, Special	1.00	EACH	8,700.00	8,700.00
	Precast Reinforced Concrete FES 18"	1.00	EACH	1,800.00	1,800.00
	RipRap RR4	200.00	TON	60.00	12,000.00
	Mobilization	1.00	LS	6,000.00	6,000.00
GRAND TOTAL					\$111,100.00

Attachment: Exhibit A - ILLINOIS CIVIL CONTRACTORS, INC (2765 : Resolution No.318-21/22 Award Maywood Outfall Repair to ICCI)

BASE BID: MAYWOOD AVE. STORM SEWER OUTFALL REPAIR

One hundred Eleven Thousand (DOLLARS AND CENTS)

One hundred Dollars and Zero Cents

Amount written in words, Dollars and Cents

11a STONE RIPRAP, CLASS B4

TON

200

60 12,000.00

ALTERNATE BID:

Twelve thousand dollars and ^{zero} cents (DOLLARS AND 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.

5. All Work with respect to the Base Bid shall be substantially completed within 60 calendar days of the Notice To Proceeds commencement date.
6. 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.
7. 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.: _____

A Corporation:

By Illinois Civil Contractors Inc.
(Corporation Name)

Illinois

(State of Incorporation)

By Michael L. Fehr
(Name of Person Authorized to Sign)

President

(Title)

(Corporate Seal)

Attest Jeff Furst
(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).

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 Avenue
West Bend WI 53095

OWNER (Name and Address): City of Pekin 111 S. Capitol St. Pekin, IL 61554

BID

Bid Due Date: 9:30am Sept. 8th, 2020
Description: Maywood Storm Sewer Outfall Repair

BOND

Bond Number:

Date (Not earlier than Bid due date): 09/08/2021

Penal sum Five Percent of the 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: Michael L. Fehr
Signature

Michael L. Fehr
Print Name

President
Title

Attest: [Signature]
Signature

Vice President
Title

SURETY

West Bend Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Ashlyn Tucker
Signature (Attach Power of Attorney)

Ashlyn Tucker
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Manager
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 Champaign

On 8th day of September, 2021 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Ashlyn Tucker**

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.


(Notary Public)





THE SILVER LINING®

Bond No. 2500831

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:

Ashlyn Tucker

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:

Ten Million Dollars (\$10,000,000)

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 17th day of August, 2021.

Attest

Christopher C. Zwygart

Christopher C. Zwygart
Secretary

Kevin A. Steiner

Kevin A. Steiner
Chief Executive Officer/PresidentState of Wisconsin
County of Washington

On the 17th day of August, 2021, 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.



Matthew E. Carlton

Matthew E. Carlton
Senior Corporate Attorney
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 8th day of September, 2021.



Heather A. Dunn

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

1900 South 18th Avenue | West Bend, WI 53095 | Phone: (608) 410-3410 | Fax: (877) 674-2663 | www.thesilverlining.com

Attachment: Exhibit A - ILLINOIS CIVIL CONTRACTORS, INC (2765 : Resolution No.318-21/22 Award Maywood Outfall Repair to ICCI)

CONTRACT DOCUMENTS
FOR
MAYWOOD AVE. STORM SEWER OUTFALL REPAIR
PEKIN, ILLINOIS

Prepared For

CITY OF PEKIN
111 S. CAPITOL STREET
PEKIN, ILLINOIS

Prepared By

CITY ENGINEER
JOSIE A. ESKER, PE, SE
309-479-5399
jaesker@ci.pekin.il.us

SEPTEMBER 2021

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CONTRACT DOCUMENTS FOR
HIGH POINT LANE STORM SEWER OUTFALL REPAIRS
PEKIN, ILLINOIS

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Attachment: Exhibit B -Contract Documents for Maywood Outfall Repair (2765 : Resolution No.318-21/22 Award Maywood Outfall Repair to

SECTION 00020 INVITATION TO BID

1.01 DESCRIPTION OF WORK

A. The proposed Work is officially known as the "Maywood Ave. Storm Sewer Outfall Repair" and is further described as follows:

1. Reconstructing storm sewer outfall at one location. The project includes debris removal, concrete driveway removal & replacement, tree clearing, earthwork, manholes, storm sewers, riprap, landscaping, 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 9:30 AM on September 8th, 2021 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. Request access to an electronic copy of the **Storm Sewer Outfall Repair** bid documents from Josie Esker at jaesker@ci.pekin.il.us.

B. Office of the City Engineer, 111 S. Capitol Street, Pekin, IL 61554

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.

00020-1

1.06 PERFORMANCE AND PAYMENT BONDS

- A. The successful Bidder will be required to furnish a satisfactory Performance Bond and Payment Bond in the full amount of the Bid. No Bid shall be withdrawn after the opening of the Bids for a period of sixty (60) days after the scheduled time of closing Bids.

1.07 PREVAILING WAGE RATES

- A. Contractor shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130, *et seq.*). Bidder's signature shall be construed as acceptance of, and willingness to comply with, all provision of the "Illinois Prevailing Wage Act".

These prevailing rates of wages are included in this contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate as provided by the public body shall apply to this contract. It shall be the Contractor's responsibility to monitor the prevailing wages and adjust the payroll accordingly as soon as any rates are revised. The prevailing rates of wages are revised on a monthly basis and can be found on the Illinois Department of Labor's website. <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

The Contractor shall submit certified payroll on this project.

1.08 RIGHT TO REJECT BIDS

- A. The City of Pekin, Illinois, reserves the right to waive irregularities and to reject any and all Bids. Unless all Bids are rejected, award shall be made to the low, responsive, responsible Bidder after the Bid evaluation.

1.09 AWARD

- A. The award may be made based on the lowest qualified responsive Base Bid alone or the lowest qualified responsive combination of the Base Bid plus any one or more of the Alternate Bids.

SECTION 00100 INFORMATION TO BIDDERS

Bids will be received by the City of Pekin (herein called the "OWNER") at Pekin City Hall until 9:30 AM (prevailing time) on September 8, 2021 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 envelope 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. Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement forms (all forms presented in Section 00500) and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when the Notice Of Award is delivered to the BIDDER. The Notice Of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the Bid Bond accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable Performance Bond, Payment Bond, and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The Notice To Proceed shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the Notice To Proceed cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the Notice To Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any Bid if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified Bid will not be accepted.

Award will be made to the lowest responsive responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout.

Each BIDDER is responsible for inspecting the site and 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 Bid.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the Supplemental General Conditions.

The low BIDDER shall supply the names and addresses of Major Material Suppliers and Subcontractors when requested to do so by the OWNER.

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.

Contract Documents, including Drawings and Technical Specifications, are on file for review and bidding at the following locations:

- Request access to an electronic copy of the **Maywood Ave. Storm Sewer Outfall Repair** bid documents from Josie A. Esker at jaesker@ci.pekin.il.us.
- Office of the City Engineer, 111 S. Capitol Street, Pekin, IL 61554

All questions about the meaning of intent of the Contract Documents shall be submitted to the City of Pekin, 111 S. Capitol Street, Pekin, Illinois, 61554, 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, 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 action contrary to items 1 through 3 in the paragraph above; or
- He is not the person in the BIDDER'S organization responsible within that organization for the decision as to the prices being Bid, but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will no participate, in any action contrary to items 1 through 3 in the paragraph above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to items 1 through 3 above.

The OWNER will make progress payments to the CONTRACTOR within fourteen (14) calendar days of the date of receipt of a request for payment approved by the ENGINEER.

The following procedures shall be followed when complaints arise:

- A. **OWNER Responsibility.** The OWNER is responsible for selecting the low, responsive, and responsible BIDDER or other CONTRACTOR in accordance with applicable requirements of State or local laws or ordinances as well as the specific requirements of State and Federal law or this agreement directly affecting the procurement (for example, the non-restrictive specification requirement or the equal employment opportunity requirement) and for the initial resolution of complaints based upon alleged violations. If complaint is made to the OWNER for resolution, the OWNER shall promptly determine each such complaint upon its merit permitting the complaining party as well as any other interested party who may be adversely affected to state in writing or at a conference the basis for his views concerning the proposed procurement. The OWNER must promptly furnish to the complaining party and to other affected parties, by certified mail, a written summary of its determination, substantiated by an engineering and legal opinion, providing a justification for its determination.
- B. **Arbitration.** Disputes between the OWNER and any party adversely affected by the determination of the OWNER made pursuant to (A) above shall be resolved by binding arbitration by a single arbitrator, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the arbitration laws of the State of Illinois (Ch. 10 Ill. Rev. Stats. 1975 101-123). The award rendered by the arbitrator shall be final; and judgment may be entered upon it in any court having jurisdiction thereof.
- C. **Time Limitation.** Complaints should be made pursuant to (A) above, as early as possible during the procurement process, preferably prior to issuance of an invitation for Bids to avoid disruption of the procurement process; Provided, that a complaint authorized by (A) above, must be mailed by certified mail (return receipt requested), or delivered, no later than five (5) working days after the Bid opening. A request for arbitration pursuant

to paragraph (b) above must be made to the American Arbitration Association within one (1) week after the complaining party receives the OWNER's adverse determination.

- D. **Deferral of Procurement Action.** Where the OWNER has received a written complaint pursuant to (A) above, it must defer issuance of its solicitation or award or Notice to Proceed under the Contract (as appropriate) for ten (10) days after mailing or delivery of any written adverse determination. If a determination is made by either the OWNER or the arbitrator which is favorable to the complainant, the terms of the solicitation must be 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.



City of Pekin

Department of Public Works

Addendum #1

Dated: September 1, 2021

CITY OF PEKIN, IL REQUEST FOR BIDS MAYWOOD AVE. STORM SEWER OUTFALL REPAIR PROJECT

All prospective bidders for the City of Pekin – Maywood Ave. Storm Sewer Outfall Repair Project are directed to the following clarification to the advertised Request for Bids.

Per this addendum, the following clarifications to the project shall be made:

1. RR4 riprap will be place directly on the soil without any requirements for bedding rock or filter fabric.
2. No aggregate base shall be required below the driveway or sidewalk.
3. The scale as shown on the plans is incorrect. Please do not use the drawings for scaling.
4. The approximate rim elevation of the 4 foot diameter drop manhole casting shall be 475.0. All elevations should be verified in field prior to ordering manhole structure.
5. The flow line elevation of the inlet in the road way is approximately 478.80.
6. Page 94, SC-5.03 & SC-5.04 – “A+” shall be amended to “A-”.
7. Page 95, SC-5.04.C.3. – Combined Single Limit (Bodily and Property Damage) “\$2,000,000 Each Accident” shall be amended to “\$1,000,000.00 Each Accident”
8. Page 95, SC-5.04.C.5 shall be amended to read “City of Pekin shall also be named as additional insured.” No other additional insured shall be required.

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

Acknowledged by : 

Date: 9.8.2021

Josie A. Esker, P.E., S.E., City Engineer
111 South Capitol Street, Pekin, IL 61554
Phone (309) 478-5399 * Fax (309) 346-2095 * Email: jaesker@ci.pekin.il.us

SECTION 00300

BID FORM

PROJECT IDENTIFICATION (Project): Maywood Ave. Storm Sewer Outfall Repair

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 (60) 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
9-1-21	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.

See Attached

- 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.
- h) 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.

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

BASE BID: MAYWOOD AVE. STORM SEWER OUTFALL REPAIR

NO.	ITEM	UNIT	APPROXIMATE QUANTITY	UNIT PRICE	TOTAL ESTIMATED
1	TREE REMOVAL, COMPLETE	L. SUM	1		
2	STORM SEWER REMOVAL	FOOT	80		
3	EARTHWORK, COMPLETE	L. SUM	1		
4	DRIVEWAY PAVEMENT REMOVAL	SQ. FT.	700		
5	PCC DRIVEWAY PAVEMENT 6"	SQ. FT.	700		
6	STORM SEWER, WMQ PIPE, 18"	FOOT	90		
7	STORM SEWER, CLASS A, TYPE 1, 18"	FOOT	5		
8	FLOWABLE FILL (CLSM)	CY YD	60		
9	MANHOLE, TYPE A, 4'-DIA. WITH TYPE 1 FRAME AND CLOSED LID, SPECIAL	EACH	1		
10	PRECAST REINFORCED CONCRETE FLARED END SECTION, 18"	EACH	1		
11	STONE RIPRAP, CLASS A4	TON	200		
12	MOBILIZATION	L SUM	1		

Bid Proposal



Illinois Civil Contractors, Inc.

420 Pinecrest Drive

East Peoria, IL 61611

Contact: Michael Fehr (mfehr@ilcivil.com)

Phone: (o) 309-694-4224 (m) 309-208-7281

Fax: 309-694-5676

Quote To:

City of Pekin

Job Name:

Pekin Maywood Ave Storm Sewer

Bid Date:

September 8, 2021

Addendum(s):

1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Tree Removal, Complete	1.00	LS	4,000.00	4,000.00
	Storm Sewer Removal	80.00	LF	25.00	2,000.00
	Earthwork, Complete	1.00	LS	24,000.00	24,000.00
	Driveway Pavement Removal	700.00	SF	5.00	3,500.00
	PCC Driveway Pavement 6"	700.00	SF	21.00	14,700.00
	Storm Sewer, WMQ Pipe, 18"	90.00	LF	300.00	27,000.00
	Storm Sewer, Class A, Type 1, 18"	5.00	LF	400.00	2,000.00
	Flowable Fill (CLSM)	60.00	CY	90.00	5,400.00
	Manhole, Type A, 4'-Dia With F&CL, Special	1.00	EACH	8,700.00	8,700.00
	Precast Reinforced Concrete FES 18"	1.00	EACH	1,800.00	1,800.00
	RipRap RR4	200.00	TON	60.00	12,000.00
	Mobilization	1.00	LS	6,000.00	6,000.00
GRAND TOTAL					\$111,100.00

BASE BID: MAYWOOD AVE. STORM SEWER OUTFALL REPAIR

One hundred Eleven Thousand (DOLLARS AND CENTS)

One hundred Dollars and Zero Cents

Amount written in words, Dollars and Cents

11a STONE RIPRAP, CLASS B4

TON

200

60 12,000.00

ALTERNATE BID:

Twelve thousand dollars and ^{zero} cents (DOLLARS AND 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.

5. All Work with respect to the Base Bid shall be substantially completed within 60 calendar days of the Notice To Proceeds commencement date.
6. 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.
7. 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.: _____

A Corporation:

By Illinois Civil Contractors Inc.
(Corporation Name)

Illinois

(State of Incorporation)

By Michael L. Fehr
(Name of Person Authorized to Sign)

President

(Title)

(Corporate Seal)

Attest Jeff Furst
(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).

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 Avenue
West Bend WI 53095

OWNER (Name and Address): City of Pekin 111 S. Capitol St. Pekin, IL 61554

BID

Bid Due Date: 9:30am Sept. 8th, 2020
Description: Maywood Storm Sewer Outfall Repair

BOND

Bond Number:

Date (Not earlier than Bid due date): 09/08/2021

Penal sum	Five Percent of the 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**SURETY**

Illinois Civil Contractors Inc (Seal)
Bidder's Name and Corporate Seal

By:

Signature

Michael L. Fehr

Print Name

President

Title

Attest:

Signature

Vice President

Title

West Bend Mutual Insurance Company (Seal)
Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Ashlyn Tucker

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Manager

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.

State of Illinois

} ss:

County of Champaign

On 8th day of September, 2021 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Ashlyn Tucker**

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.

Leslie Wranovics

(Notary Public)





THE SILVER LINING®

Bond No. 2500831

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:

Ashlyn Tucker

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:

Ten Million Dollars (\$10,000,000)

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 17th day of August, 2021.

Attest

Christopher C. Zwygart

Christopher C. Zwygart
Secretary

Kevin A. Steiner

Kevin A. Steiner
Chief Executive Officer/PresidentState of Wisconsin
County of Washington

On the 17th day of August, 2021, 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.



Matthew E. Carlton

Matthew E. Carlton
Senior Corporate Attorney
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 8th day of September, 2021.



Heather A. Dunn

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

1900 South 18th Avenue | West Bend, WI 53095 | Phone: (608) 410-3410 | Fax: (877) 674-2663 | www.thesilverlining.com

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.

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
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

- 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 _____ day of Sept. in the year 2021 by and between the City of Pekin (hereinafter called OWNER) and ICCI, 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:

Maywood Ave. Storm Sewer Outfall Repair

ARTICLE 2. ENGINEER

The Project has been designed by: City of Pekin
111 S. Capitol
Pekin, IL 61554

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will

00500-1

have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 All Work with respect to the Base Bid shall be substantially completed within 60 calendar days of the Notice To Proceeds commencement date.
- 3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Eight Hundred Dollars (\$800.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

ARTICLE 4. CONTRACT PRICE

- 4.1 The CONTRACTOR agrees to perform all the Work described in the Contract Documents and comply with the terms therein according to the unit prices shown in the Bid Form Schedule (Section 00300) and Change Order.

ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Monday of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously 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 contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional

examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 7.5. 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.
- 7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7. 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, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consist of the following:

- 8.1 This Agreement (pages 00500-1 to 00500-6, inclusive).
- 8.2 Exhibits to this Agreement (pages ____ to ____, inclusive).
- 8.3 Performance, Payment, and other Bonds, identified as listed in the Table of Contents.
- 8.4 Notice of Award.
- 8.5 Notice to Proceed.
- 8.6 General Conditions (pages GC-1 to GC-57, inclusive).
- 8.7 Supplementary Conditions (pages SC-1 to SC-4, inclusive).
- 8.8 Specifications/Special Provisions and Special Conditions listed in the index in the Contract Documents for MAYWOOD AVE. STORM SEWER OUTFALL REPAIR dated August 2021 and included in the plans bearing the title CITY OF PEKIN High Point Lane Storm Sewer Outfall Repairs Pekin, Illinois dated MO/DATE/YEAR Issued for Construction as listed on the "Cover Sheet".
- 8.9 Plans bearing the title CITY OF PEKIN Maywood Ave. Storm Sewer Outfall Repair Pekin, Illinois dated MO/DATE/YEAR Issued for Construction as listed on the "Cover Sheet".

- 8.10 Addenda numbers ____ to ____, inclusive.
- 8.11 CONTRACTOR's Bid (pages 00300-1 to 00300-6, inclusive).
- 8.12 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive).
- 8.13 Appendix(ces) A, inclusive.
- 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 3.4 and 3.5 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 will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are 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 assign or from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.
- 9.4. 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.

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 _____, 2021.

OWNER City of Pekin

CONTRACTOR

By: _____

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest _____

Attest _____

Address for giving notices

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).

License No. _____

Agent for service of process:

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

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

Surety's Name and Corporate 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.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract,

arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated

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:

PAYMENT 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 18

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate 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.

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

Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims 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. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. 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.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

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

16.4 **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.

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

17. 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.

18. Modifications to this Bond are as follows:

Notice of Award

Date: _____

Project: Maywood Ave. Storm Sewer Outfall Repair

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554

Owner's Contract No.:

Contract: Maywood Ave. Storm Sewer Outfall Repair

Engineer's Project No.:

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars (\$_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

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 [Bonds] as specified in the Information to Bidders (Section 00100), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-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 – Josie Esker

City Engineer

Title

Copy to Engineer

Notice to Proceed

Date: _____

Project: Maywood Ave. Storm Sewer Outfall Repair

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554

Owner's Contract No.:

Contract: Maywood Ave. Storm Sewer Outfall Repair

Engineer's Project No.:

Contractor:

Contractor's Address: *[send Certified Mail, Return Receipt Requested]*

You are notified that the Contract Times under the above Contract will commence to run on _____ (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, the Work for the Maywood Ave. Storm Sewer Outfall Repair project shall be substantially completed within 60 calendar days of the Notice to Proceeds commencement date. The date of readiness for final payment shall be two weeks (14 calendar days) from the substantial completion date.

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 and Certificate of Insurance in accordance with the Contract Documents, Performance Bond, and Payment Bond.

City of Pekin

Owner

Given by:

Authorized Signature – Josie Esker

Title – City Engineer

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: Exhibit B -Contract Documents for Maywood Outfall Repair (2765 : Resolution No.318-21/22 Award Maywood Outfall Repair to

Change Order
No. _____

Date of Issuance: _____ Effective Date: _____

Project: Maywood Ave. Storm Sewer Outfall Repair	Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554	Owner's Contract No.:
Contract: Maywood Ave. Storm Sewer Outfall Repair		Date of Contract:
Contractor:		Engineer's Project No.: 20200138

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:	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. _____:	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:
\$ _____	Substantial completion (days): _____
	Ready for final payment (days): _____
Contract Price prior to this Change Order:	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:	[Increase] [Decrease] of this Change Order:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ _____	Substantial completion (days or date): _____
	Ready for final payment (days or date): _____
RECOMMENDED:	ACCEPTED:
By: _____	By: _____
Engineer	Owner
Date: _____	Date: _____
Approved by Funding Agency (if applicable):	ACCEPTED:
_____	By: _____
	Contractor (Authorized Signature)
	Date: _____
	Date: _____

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Certificate of Substantial Completion

Project: Maywood Ave. Storm Sewer Outfall Repair

Owner: City of Pekin; 111 S. Capitol St.; Pekin, IL 61554

Owner's Contract No.:

Contract: Maywood Ave. Storm Sewer Outfall Repair

Engineer's Project No.:

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:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer

Date

Accepted by Contractor

Date

Accepted by Owner

Date



Contractor's Application for Payment No. _____

Application Period:		Application Date:	
To City of Pekin; 111 S. Capitol St.; Pekin, IL 61554 (Owner): Attn: Josie Esker	From (Contractor):	Via (Engineer): City of Pekin	
Project: Maywood Ave. Storm Sewer Outfall Repair	Contract: Maywood Ave. Storm Sewer Outfall Repair		
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:	

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY		
CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE.....	\$ _____
2. Net change by Change Orders.....	\$ _____
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).....	\$ _____

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.

By: _____

Date: _____

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (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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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

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 as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

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

- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

- 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F.** Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A.** When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:*** Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A.** Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A.** The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 - 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

- 1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
- 2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
- 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

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

accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner 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, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- 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.

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, architects, attorneys, and other professionals and all court or arbitration or other dispute

resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

- A. *Shown or Indicated:*** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
- B. *Not Shown or Indicated:***
1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
 2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A.** Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or

destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate 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 either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, 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 a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in 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:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 1. 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;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 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, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required

by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

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.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and

- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an 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.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- 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.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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 Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor 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.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 3. 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 claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- 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 whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
 - a. Submit number of copies specified in the General Requirements.
 - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
 2. *Samples:*
 - a. Submit number of Samples specified in the Specifications.
 - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- 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.

6.18 Continuing the Work

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. 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 the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission 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.
- 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:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. 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 that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

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.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater

degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or 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.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

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.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or 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. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

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:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
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.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to 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, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances:

1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance:

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- 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;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times 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. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- 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.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, 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) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner

shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. 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) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 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 Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. 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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and 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. If the parties are unable to agree as to the amount of the adjustment, Owner may

make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to 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:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- 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.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

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.*
1. 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. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- 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:
1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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. Supplemental Conditions;
2. Information for Bidders;
3. Bid (Proposal);
4. General Conditions;
5. Specifications/Special Provisions and Special Conditions;
6. Drawings.

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

paragraph 5.04 of the General Conditions shall not be less than the following amounts or greater where required by law:

SC-5.04.C.1 Workers' Compensation, etc. under paragraphs 5.04.A.1 and 5.04.A.2

- | | | |
|-----|--|-----------|
| (1) | State: | Statutory |
| (2) | Applicable Federal
(e.g. Longshoreman's): | Statutory |
| (3) | Employer's liability: | \$500,000 |

SC-5.04.C.2 Contractor's Liability Insurance under paragraphs 5.04.A.3 through 5.04.A.6 include completed operations and product liability coverage's and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- | | | |
|-----|--|---------------------|
| (1) | General Aggregate
(Except Products - Completed Operations) | <u>\$ 2,000,000</u> |
| (2) | Products – Completed Operations Aggregate | <u>\$ 1,000,000</u> |
| (3) | Personal and Advertising
(Injury and Property Damage) | <u>\$ 1,000,000</u> |
| (4) | Each Occurrence
(Bodily Injury and Property Damage) | <u>\$ 1,000,000</u> |
| (5) | Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable. | |
| (6) | Excess Liability | |
| | General Aggregate | <u>\$ 1,000,000</u> |
| | Each Occurrence | <u>\$ 1,000,000</u> |

SC-5.04.C.3 Comprehensive Automobile Liability under paragraph 5.04.A.6 of the General Conditions.

- | | | |
|-----|---|---------------|
| (1) | Bodily Injury: | |
| | \$1,000,000 | Each Person |
| | \$1,000,000 | Each Accident |
| | Property Damage: | |
| | \$1,000,000 | Each Accident |
| (2) | Combined Single Limit
(Bodily Injury and Property Damage): | |
| | \$2,000,000 | Each Accident |

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., City of Pekin, Housing Authority of the City of Pekin, and Park Court Limited shall also be named as additional insured.

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

SC-17. NO CHANGES

SC-4

**SPECIFICATIONS/SPECIAL PROVISIONS AND SPECIAL CONDITIONS
for
MAYWOOD AVE. STORM SEWER OUTFALL REPAIR
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 3 working days after the issuance of the Notice To Proceed.

Attendees: The Owner, Engineer, 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 the Base Bid shall be completed within 60 calendar days of the Notice to Proceeds commencement date.

Should the Contractor fail to substantially complete this project 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 \$800.00 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 calendar days and such amount shall be deducted from the monies due the Contractor.

COORDINATION, PROGRESS, & PAYMENT MEETINGS

- Contractor shall conduct project coordination and progress meetings at least once a week. The Owner may request to increase and/or decrease the frequency of the meetings. One coordination and progress meeting each month will also be a project payment meeting. Project coordination, progress, and payment meetings are in addition to specific meetings held for other purposes, such as special pre-installation meetings.
- Contractor shall request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- Contractor shall record meetings minutes/results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

CONSTRUCTION SCHEDULE

Submit a fully developed, horizontal bar-chart type contractor's construction schedule. Submit within 14 calendar days of the date established for "Commencement of the Work". Indicate important stages of construction for each major portion of the work, including testing and installation of services. Provide a separate time bar to identify each major construction item. Show the following as a minimum:

- Mobilization
- Storm Sewer / Earthwork
- Riprap
- Driveway Pavement
- Landscaping
- Cleaning

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.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:

The General Contractor and all subcontractors shall be liable for compliance with all applicable provisions and regulations of the Illinois Fair Employment Practices Commission, entitled: "Required Equal Employment Opportunity Clause in all Public Contracts", and shall otherwise comply with all applicable provisions, procedures, and regulations of the Illinois Department of Human Rights and the Illinois Human Rights Commission with regard to providing equal employment opportunities for any persons working on or otherwise assisting with this project, as provided in the Illinois Human Rights Act (775 ILCS 5/1-101, *et seq.*).

ILLINOIS PREVAILING WAGE ACT:

- All work of this contract shall be subject to the provisions of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12). The General Contractor and Subcontractors shall be liable for compliance with this Act.
- If, the course of work under this Contract, the Department of Labor revised the prevailing rate of hourly wages to be paid under this Contract for any trade or occupation, Owner will notify Contractor and each Subcontractor of the change in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. The prevailing rates of wages are revised on a monthly basis and can be found on the Illinois Department of Labor's website. <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>. Revisions of the prevailing wage as set forth above shall not result in an increase in the Contract sum.

SHOP DRAWING, PRODUCT DATA AND SAMPLES:

The Contractor shall provide submittals as listed in individual sections in minimum quantities noted, or as follows:

- Shop Drawings – A minimum of one reproducible hard copy along with one electronic (PDF) copy.
- Products Data – Up to 2 copies (manufacturer's specifications and recommendations, installation instructions, manufacturer's published data, letters of certification, certified laboratory reports or that materials meet specifications, manufacturer's written guarantee).
- Material/Product Schedules – Up to 2 copies.

TEMPORARY TOILET FACILITIES:

The General Contractor shall:

- Provide and maintain an adequate number of temporary toilets with proper enclosures, for use by all workmen during construction.
- Locate toilets where directed.
- Keep toilets clean and comply with all local and State health requirements and sanitary regulations.
- Toilet facilities shall consist of the prefabricated chemical type.
- Remove &/or relocate temporary toilets when required, or as directed by the Engineer.
- 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 Owner and/or the Engineer at the end of the Project, as a condition precedent to issuance of Final Certificate for 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 Owner and/or the Engineer 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 Owner and/or the Engineer 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 of Pekin 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

Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by the Contractor if acceptable to the Owner, approval must be obtained in writing from the Owner two (2) business days prior to the bid opening. The request to use substitute items must be accompanied by complete specifications of the substitute items.

If proposed equals are not approved by the Owner and/or the Engineer, no additional compensation will be allowed to meet the requirements in the plans and specifications.

CORRECTIVE WORK PERIOD:

Within one year from date of Certificate of Substantial Completion, when the contractor is notified in writing by either the Engineer or the Owner, that any item of equipment, materials and/or workmanship has provided defective, or that it is not meeting the specification requirements, he will immediately replace, repair or otherwise correct the defect in deficiently without cost to the Owner. The Contractor will also replace or repair to the satisfaction of the Owner, any and all damage done to the project or to work of other trades in consequence of work performed in fulfilling this corrective work period requirement. This clause is general in nature and will not operate to waive stipulation of the clauses which specifies corrective work periods in excess of one year.

REFER TO PLANS FOR ADDITIONAL APPLICABLE SPECIFICATIONS/SPECIAL PROVISIONS

APPENDIX A
TAZEWELL COUNTY PREVAILING WAGES

Tazewell County Prevailing Wage Rates posted on 3/15/2021

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Othe Ins
						M-F	Sa	Su	Hol					
ASBESTOS ABT-GEN	NW	BLD		27.50	29.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
ASBESTOS ABT-GEN	NW	HWY		31.27	32.77	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
ASBESTOS ABT-GEN	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
ASBESTOS ABT-MEC	All	BLD		32.96	35.60	1.5	1.5	2.0	2.0	14.07	12.30	0.00	0.77	
BOILERMAKER	All	BLD		41.00	44.00	1.5	1.5	2.0	2.0	7.07	20.57	0.00	1.24	
BRICK MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85	
CARPENTER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
CARPENTER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67	
CEMENT MASON	All	BLD		31.48	33.23	1.5	1.5	2.0	2.0	9.00	18.94	0.00	0.66	
CEMENT MASON	All	HWY		32.98	34.48	1.5	1.5	2.0	2.0	9.00	19.47	0.00	0.68	
CERAMIC TILE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
ELECTRIC PWR EQMT OP	All	ALL		47.70	56.60	1.5	1.5	2.0	2.0	7.93	13.36	0.00	0.72	
ELECTRIC PWR GRNDMAN	All	ALL		32.41	56.60	1.5	1.5	2.0	2.0	7.47	9.07	0.00	0.48	
ELECTRIC PWR LINEMAN	All	ALL		53.09	56.60	1.5	1.5	2.0	2.0	8.09	14.86	0.00	0.80	
ELECTRIC PWR TRK DRV	All	ALL		34.02	56.60	1.5	1.5	2.0	2.0	7.52	9.53	0.00	0.51	
ELECTRICIAN	All	BLD		39.00	41.50	1.5	1.5	2.0	2.0	8.40	13.97	0.00	0.80	
ELECTRONIC SYSTEM TECH	All	BLD		30.65	32.65	1.5	1.5	2.0	2.0	7.70	12.77	0.00	0.40	
ELEVATOR CONSTRUCTOR	All	BLD		49.32	55.49	2.0	2.0	2.0	2.0	15.87	19.31	3.95	0.64	
GLAZIER	All	BLD		36.16	38.16	1.5	1.5	1.5	2.0	12.67	9.74	0.00	1.25	
HEAT/FROST INSULATOR	All	BLD		43.95	46.59	1.5	1.5	2.0	2.0	14.07	13.76	0.00	0.77	
IRON WORKER	All	BLD		33.06	34.96	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.84	
IRON WORKER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
LABORER	NW	BLD		26.50	28.00	1.5	1.5	2.0	2.0	8.50	21.41	0.00	0.80	
LABORER	NW	HWY		30.52	32.02	1.5	1.5	2.0	2.0	8.50	23.88	0.00	0.80	
LABORER	SE	BLD		29.70	31.20	1.5	1.5	2.0	2.0	9.75	16.29	0.00	0.80	
LABORER	SE	HWY		33.50	35.00	1.5	1.5	2.0	2.0	9.75	19.58	0.00	0.80	
LATHER	All	BLD		33.58	35.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70	
MACHINERY MOVER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99	
MACHINIST	All	BLD		49.68	52.18	1.5	1.5	2.0	2.0	7.93	8.95	1.85	1.47	
MARBLE FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84	
MARBLE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86	

MILLWRIGHT	All	BLD		33.06	35.31	1.5	1.5	2.0	2.0	8.90	20.37	0.00	0.70
MILLWRIGHT	All	HWY		36.40	38.65	1.5	1.5	2.0	2.0	8.90	20.85	0.00	0.67
OPERATING ENGINEER	All	BLD	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	BLD	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	1	42.05	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	2	38.93	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
OPERATING ENGINEER	All	HWY	3	33.78	45.05	1.5	1.5	2.0	2.0	10.50	21.25	0.00	3.60
PAINTER	All	ALL		37.67	39.67	1.5	1.5	1.5	2.0	15.38	7.20	0.00	1.35
PAINTER - SIGNS	All	BLD		40.74	45.75	1.5	1.5	2.0	2.0	3.04	3.90	0.00	0.00
PILEDRIIVER	All	BLD		34.58	36.83	1.5	1.5	2.0	2.0	8.90	19.50	0.00	0.70
PILEDRIIVER	All	HWY		36.16	38.41	1.5	1.5	2.0	2.0	8.90	20.50	0.00	0.67
PIPEFITTER	All	BLD		39.60	43.96	1.5	1.5	2.0	2.0	7.75	14.58	0.00	1.16
PLASTERER	All	BLD		30.30	31.80	1.5	1.5	2.0	2.0	9.00	19.18	0.00	0.90
PLUMBER	All	BLD		36.22	39.48	1.5	1.5	2.0	2.0	7.75	16.21	0.00	1.25
ROOFER	All	BLD		32.00	35.20	1.5	1.5	2.0	2.0	9.50	10.79	0.00	0.30
SHEETMETAL WORKER	All	BLD		34.74	36.48	1.5	1.5	2.0	2.0	10.22	18.30	0.00	1.02
SIGN HANGER	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
SPRINKLER FITTER	All	BLD		41.97	44.72	1.5	1.5	2.0	2.0	10.23	14.02	0.00	0.52
STEEL ERECTOR	All	HWY		38.66	40.66	1.5	1.5	2.0	2.0	11.51	17.87	0.00	0.99
STONE MASON	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85
TERRAZZO FINISHER	All	BLD		33.46		1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.84
TERRAZZO MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TILE MASON	All	BLD		36.70	37.95	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.86
TRUCK DRIVER	All	ALL	1	38.93	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	2	39.50	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	3	39.77	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	4	40.14	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	ALL	5	41.21	43.17	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	1	31.14	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	2	31.60	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	3	31.82	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	4	32.11	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TRUCK DRIVER	All	O&C	5	32.97	34.54	1.5	1.5	2.0	2.0	13.52	6.62	0.00	0.25
TUCKPOINTER	All	BLD		35.95	37.45	1.5	1.5	2.0	2.0	10.85	12.10	0.00	0.85

Legend**Rg** Region**Type** Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers**C** Class**Base** Base Wage Rate**OT M-F** Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.**OT Sa** Overtime pay required for every hour worked on Saturdays**OT Su** Overtime pay required for every hour worked on Sundays**OT Hol** Overtime pay required for every hour worked on Holidays**H/W** Health/Welfare benefit**Vac** Vacation**Trng** Training**Other Ins** Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations TAZEWELL COUNTY

ASBESTOS - See Laborers

CARPENTERS (NORTH) - That part of the county North including the towns of Marquette Hts., Morton, Creve Coeur and Deer Creek.

LABORERS (NORTHWEST) - The area bounded by the old city limits of East Peoria.

MILLWRIGHTS - See Carpenters PILEDRIVERS - See Carpenters

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (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.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - Removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard

tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control system microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on the job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stockpiling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

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) or 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 and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar 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; Tunnelugger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries 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 - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar type 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 (top 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 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).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunnelugger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers;

Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pump (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).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction - 5 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).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

APPENDIX B
APPRENTICESHIP OR TRAINING PROGRAM CERTIFICATION



Local Public Agency	County	Street Name/Road Name	Section Number

All contractors are required to complete the following certification

- ☐ For this contract proposal or for all bidding groups in this deliver and install proposal.
- ☐ For the following deliver and install bidding 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 bidder's 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:

1. Except as provided in paragraph 4 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.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors 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.
3. 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.

4. Except for any work identified above, if any bidder or subcontractor 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 workforces and positions of ownership. ☐

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 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 afterward 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	Signature	Date
Title		
Address	City	State Zip Code

Instructions for BLR 12325 - Page 1 of 1

Instructions should not be included when the form is submitted.

This form shall be used by the Local Public Agency (LPA) for contract proposal or material proposal/deliver and install project. It must be completed by all bidders and submitted with their bids. This is not to be used for Federally Funded projects. See the Bureau of Local Roads and Streets Manual (BLRS) Chapter 12 for more information.

Local Public Agency	Insert the name of the LPA soliciting bids for the project.
County	Insert the name of the County in which the LPA is located.
Street Name/ Road Name	Insert the name of the street/road on which the project is located. For projects that include several streets or roads insert various.
Section Number	Insert the section number assigned to this project without dashes.
Box 1	Check this box if this is a contract proposal or if all groups are a deliver and install proposal.
Box 2	Check this box if there are only certain groups within the material proposal that require delivery and installation.
Groups	Insert the individual groups from the material proposal schedule of prices (BLR 12241) that require the bidder to deliver and install.
Training Programs	Insert the names of all the apprenticeship or training programs that the contractor or subcontractor participates in.
Ownership	Check this box if the bidder or subcontractor will perform all or part of the work by individual owners, partners, or members and not by employees covered by prevailing wages.
Owner/operator	Insert the name(s) and position(s) of the owner/operator, if the box from above has been checked.
Bidder	Insert the name of the individual bidder or company name of the bidder.
Address	Insert the address of the bidder.
Signature	The bidder must sign and date here.
Title	Insert the title of the bidder that signed above.

Distribution:

This form is to be included in the proposal packet, except for federally funded projects, completed by bidder and returned with bid. Upon execution of a formal contract this is to be submitted with the formal contract package to the Department. For a Material/Deliver and Install project this to be maintained by the LPA. Distribution will be as listed on BLR 12200, BLR 12320, BLR 12240.



REQUEST FOR COUNCIL ACTION

Agenda Date: September 13, 2021
To: Council Members
From: David Hess, IT

AGENDA ITEM: Resolution No. 319-21/22 Approval of 5 Year Service Agreement With Bluebird Network

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This is a 5 Year Service Agreement with Bluebird Network to provide Fiber Optic Service to 9 city-owned sites. City Hall will provide a redundant link that will feed our standby Firewall taking it from standby to true redundancy and helping reduce congestion at times of peak traffic flow. The City's Emergency Operations Center will also provide a redundant link in the event of an emergency and a link were cut.

Bluebird is geographically separated from our regular carrier. The Pekin Municipal Airport will be provided high speed internet to the office for connection to the City Hall network as well as be provided availability for any current and future business to have access to above 1GB speeds through Bluebird should their business model require it.

Finally, the river-front cameras and all lift-stations will have fiber optic connections terminating at City Hall for connection to existing monitoring equipment.

Staff recommends approval.

FINANCIAL IMPACT:

Requested Amount: \$4,740.00 per month / \$56,880.00 yearly / \$284,400.00 for the entire 5 year contract
 Line Item: 100-009-550300
 Budgeted Amount: \$223,800.00
 Remaining Funds: \$163,056.00

IMPACT IF APPROVED: Faster service for citizens when interacting with employees using web resources. (Springbrook, Credit card Payments, Permits, Police Records, Municipal Violations.....)

IMPACT IF DENIED: Potential for network failure if current connection is interrupted remains at 100%

ALTERNATIVES: Find alternative vendor for redundant links or accept periodic outages as they happen

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/9/2021

Date:

WHEREAS, the City has obtained a proposal from Bluebird Network to provide fiber optic internet service to 9 City-owned sites; and

WHEREAS, the use of a fiber optic network will provide a redundant link to reduce congestion at times of peak traffic flow and in the case of an emergency outage; and

WHEREAS, the City Council finds it is in the interests of efficient operations of the City to provide such redundancy in the City's networks.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1: The above recitals are found to be true and correct and are incorporated herein.

Section 2: The proposal submitted by Bluebird Network, as set forth in Exhibit A hereto, is approved. The Mayor is authorized to execute a 5-year service agreement with Bluebird in substantially the form set forth in Exhibit B attached hereto.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK



SERVICE ORDER

Order Type: New Order

Order Date: September 8th, 2021

State or Fed Tax ID:

BILLING INFORMATION

SERVICE ORDER CONTACT INFORMATION

Customer Name	City of Pekin
Address	111 S. Capitol Street
City, State, Zip	Pekin, IL 61554
Contact Name	Mark Luft
Contact Number	(309)477-2300

NETWORK SERVICE

Installation Interval: 90 Days

Requested Test Date:

Requested Service Date:

Type	A Address	Z Address	Bandwidth	Term	MRC	NRC
EVPL		99 Caroline Street, Pekin, IL 61554	10 Mb	60 Month	\$300.00	
EVPL		99 Court Street, Pekin, IL 61554	10 Mb	60 Month	\$300.00	
EVPL		South Field Camera, Pekin, IL 61554 (Lat/Long – 40.570549/-89.653591)	50 Mb	60 Month	\$435.00	
EVPL		South Camera, Pekin, IL 61554 (Lat/Long – 40.5624925/-89.63058570000001)	50 Mb	60 Month	\$435.00	
EVPL		Upper Lot Camera, Pekin, IL 61554 (Lat/Long – 40.5709614/-89.6516432)	50 Mb	60 Month	\$435.00	
EVPL		North Camera, Pekin, IL 61554 (Lat/Long – 40.574158/-89.651896)	50 Mb	60 Month	\$435.00	
DIA		13906 Airport Lane, Pekin IL 61554	300 Mb	60 Month	\$750.00	
DIA		111 S. Capitol Street, Pekin, IL 61554	300 Mb	60 Month	\$750.00	
DIA		111 S. Capitol Street, Pekin, IL 61554	500 Mb	60 Month	\$900.00	
IP Address - /27		111 S. Capitol Street, Pekin, IL 61554		60 Month	\$100.00	
Total					\$4,840.00	\$0.00

SPECIAL CONDITIONS:

GENERAL TERMS

This Service Order is effective as of the date Bluebird signs this Service Order (the "Effective Date").

Regulated Services under this Service Order will be provided by the respective authorized regulated Bluebird provider of Missouri Network Alliance, LLC, Illinois Network Alliance, LLC and/or PEG Bandwidth IL, LLC for the specific Service.

Customer

Signature

Mark Luft

Name

Mayor City of Pekin

Title

Date Signed: _____

Bluebird Network

Signature

Michael C. Morey

Name

President & Chief Executive Officer

Title

Date Signed: _____

Exhibit A

SERVICES AGREEMENT

This Service Agreement ("Agreement") governs the relationship between Bluebird Network, LLC dba Bluebird Network ("Bluebird") and a customer purchasing Services as set forth on a Service Order ("Customer") (each a "Party" and collectively the "Parties"). For purposes of this Agreement, Bluebird Network includes, but is not limited to, Bluebird Network LLC; Missouri Network Alliance LLC d/b/a Bluebird Network; Illinois Network Alliance, LLC; Bluebird Underground, LLC d/b/a Bluebird Network; Bluebird Quad Cities, LLC; PEG Bandwidth IL, LLC; Leasing MW, LLC; or any other affiliated entity providing services to Customer on a Service Order (collectively, "Bluebird"). Regulated Services will be provided by the respective regulated provider for the specific Service.

1. **Term** This Agreement Term shall become effective upon the Effective Date and remain in full force and effect for as long as any Service Order remains in effect (the "Service Term").
2. **Services** Bluebird shall provide services to Customer as set forth on a Service Order submitted by Customer ("Services"). Customer shall have three (3) business days to test and accept Services after installation ("Test Period"). If within the Test Period, it is determined that the Services are not in accordance with the Service Order or the applicable service description, Customer shall provide written notice to Bluebird. Upon receipt of such notice, Bluebird shall use commercially reasonable efforts to remedy any deficiencies and will provide notice to Customer when such work is complete. Customer shall be deemed to have accepted the Services if no notice is delivered to Bluebird prior to the end of the Test Period or if Customer makes commercial use of the Services.
3. **Payment Terms** Customer agrees to pay all undisputed rates, fees and charges set forth on the Service Order (the "Fees"), which may include regulatory charges or third party provider fees within thirty (30) days of the date on Bluebird's invoice. In the event any payment is not received within thirty (30) days, Bluebird may, at its sole discretion, apply a late charge equal to 1-1/2% (or the maximum legal rate, if less) on the unpaid balance per month. If Customer does not report a dispute within thirty (30) days of the date of Bluebird's invoice, Customer shall have waived its right to dispute that invoice. Any disputed amounts determined to be payable to Bluebird shall be due within ten (10) days of the dispute resolution. In addition to any other remedies hereunder or at law or in equity, Bluebird may suspend Services to Customer for non-payment.
4. **Regulatory Charges** Bluebird may assess Customer any regulatory fees, and federal, state, local, sales, use, utility, or other surcharges or tariffs imposed by any regulatory or governmental entities or otherwise permitted by Applicable Law related to the Services provided which may include, but is not limited to, fees imposed by the Federal Universal Service Fund ("FUSF"), the National Exchange Carrier Association ("NECA") or any applicable local power company service rate, as applicable.
5. **Taxes** Bluebird may charge, and Customer will pay applicable taxes that Bluebird is legally obligated to charge ("Taxes"), and such Taxes will be stated separately on Bluebird's invoice. Customer may provide Bluebird with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Bluebird will not charge or collect the Taxes covered by such certificate.
6. **Default** Either Party may terminate this Agreement if the other Party fails to materially perform or observe any material term or obligation under this Agreement, and any such failure remains uncorrected for thirty (30) days after the non-defaulting party's written notice of such failure ("Default"). A Party may terminate Services upon a Default by the other Party or should the other Party become the subject of a bankruptcy. In the event of Customer's Default, Customer shall pay all amounts due and unpaid charges for the entire Service Term and further agrees to pay Bluebird's reasonable expenses (including attorneys' fees and collection agency fees) incurred enforcing its rights under this Agreement and the Service Order. Furthermore, Bluebird may suspend Services to Customer upon Customer's Default. In the event of Bluebird's Default, Customer may terminate Services without penalty. Bluebird shall not be responsible for any failure or interruption in Services caused by an act or omission of a third party furnishing a portion of the Services.
7. **Chronic Problem** In the event of a Chronic Problem, Customer, upon thirty (30) days written notice to Bluebird, may terminate this Agreement, regardless of any term remaining without penalty or liability associated with such termination.
8. **Early Termination** In the event Services are terminated by Customer prior to completion of the Service Term, Customer shall pay Bluebird an early termination fee equal to one hundred percent (100%) of the Monthly Recurring Charge (MRC) due for months one through twelve (1-12), seventy-five percent (75%) for months thirteen through thirty-six (13-36) and fifty percent (50%) for the remaining MRC due for the affected Service's Service Term and any unpaid installation fees or Non-Recurring Charge (NRC), plus any costs and expenses incurred by Bluebird to terminate the Service.
9. **Warranties of Customer** Customer represents and warrants that (i) it has full right and authority to enter into this Agreement and any Service Order; (ii) it has or will obtain all licenses, authorizations, and permits necessary to install and operate Customer's equipment; and (iii) neither it nor its customers will use the Services in any manner in violation of any applicable laws or Bluebird's Acceptable Use Policy and as publicly available on the Bluebird website at bluebirdnetwork.com. Customer additionally represents and warrants that it shall strictly adhere and remain compliant with all global Anti-Corruption and Anti-Bribery laws, which specifically includes the Foreign Corrupt Practices Act. Such compliance shall extend to all of Customer's employees, members, shareholders, officers, directors, agents, consultants, distributors and contractors engaged in any decision or activity related to Customer's business. In the event Bluebird receives any complaints reported to it or to any governmental entity, Bluebird may take any action that it deems appropriate and reasonable under the circumstance to protect its systems, facilities, customers, and/or third parties.
10. **Indemnification** Customer agrees to defend, indemnify and hold Bluebird and its affiliates, directors, officers, employees, and agents harmless from any and all liabilities, costs and expenses, including but not limited to, reasonable attorneys' fees ("Claims"), related to or arising from (a) any breach of this Agreement by Customer or its customers; (b) the use of the Services or the Internet or the placement of any message, information, software or other materials on the Internet by Customer or its customers; (c) acts or omissions of Customer or its customers in connection with the construction, installation, maintenance, presence, use or removal of systems, channels, equipment or software not provided by Bluebird which are connected or are to connect to the Services; and (d) claims for infringement of any intellectual property right arising from the use of Services, equipment and software, apparatus and systems not provided by Bluebird. Each party shall indemnify, defend, release, and hold harmless the other party, its affiliates, directors, officers, employees, and agents from Claims imposed upon either party by reason of damages to Property as a result of an intentional or grossly negligent act or omission by indemnifying party in connection with the Services. The term "Property" as used in this section shall include real, personal, tangible, and intangible property, including but not limited to data, proprietary information, intellectual property, trademarks, copyrights, patents, and knowledge. In the event any Claim is brought against a Party to be indemnified, the indemnifying Party shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the indemnified Party. Notwithstanding the foregoing, the indemnified Party shall not be liable for any settlement of any Claim without its written consent.
11. **Insurance** In the event Customer equipment or personnel enters a Bluebird facility, then throughout the Term of this Agreement and any extension thereof, each party shall maintain and, upon written request, shall provide proof of adequate commercial general liability insurance covering all operations and work hereunder. Such insurance shall be written on an occurrence coverage basis and shall provide coverage equivalent to or greater than one million dollars (\$1,000,000.00) per

Exhibit A

occurrence for bodily injury and property damage liability including coverage extension for blanket contractual liability or personal injury liability. Such insurance must cover any liability under the indemnification provisions of this Agreement and Customer insurance company may not subrogate with respect to insurance carried by Bluebird.

12. **Limitation of Liability** EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS ABOVE, IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER. In no event shall Bluebird's accumulative liability for all claims arising out of this Agreement exceed the total amount paid by Customer to Bluebird within the one (1) month prior. Except as otherwise explicitly set forth in a Service Description or this Agreement, Bluebird shall not be liable under this Agreement for any failure or interruption in Services. Bluebird and its affiliates shall not be liable to Customer or its permittees who may enter a Bluebird premises, or to others who may suffer death, injury, or damage to the extent caused by Customer, Customer permittee or any third party. Customer and its affiliates shall not be liable to Bluebird, or others who may suffer death, injury or damage to the extent it may be caused by Bluebird.
13. **Disclaimer** BLUEBIRD MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY SERVICES PROVIDED TO CUSTOMER HEREUNDER. BLUEBIRD SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND PERFORMANCE OR INTEROPERABILITY OF THE SERVICES WITH ANY CUSTOMER EQUIPMENT OR SERVICES.
14. **Force Majeure** Bluebird shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control including, but not limited to: acts of God, fire, explosion, vandalism, cable cuts not caused by Bluebird, flood, storm, or other similar catastrophe; any law, order, regulation, direction, action or request of any governmental entity having jurisdiction over either of the parties, or of any department, agency, commission, court bureau or other instrumentality of any governmental unit, or any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock outs, or work stoppages (each, a "Force Majeure Event").
15. **Maintenance** Bluebird may interrupt the Service(s) temporarily to perform scheduled maintenance on any day between the hours of 12:00 a.m. and 6:00 a.m local time. Bluebird may perform emergency maintenance as needed and will use best efforts to coordinate with the Customer to minimize any impact. In no event shall interruption for scheduled or emergency maintenance constitute a failure of performance by Bluebird. Customer hereby indemnifies and holds harmless Bluebird with respect to any damage to Customer's equipment resulting from any maintenance undertaken by Bluebird.
16. **Confidential Information** The Parties agree not to disclose to a third party any non-public information regarding either Party's business that has been provided to the receiving Party ("Confidential Information"). Each Party shall treat all Confidential Information with reasonable care and protect such Confidential Information as if such information was its own Confidential Information. This section does not apply to information already known to the receiving party, already in the public domain, rightfully obtained from a third party, or required by law to be disclosed as part of any court proceedings.
17. **Authorized Use** Without the other Party's prior written consent, neither Party shall: (i) refer to itself as an authorized representative of the other; or (ii) use the other Party's logos, trademarks, service marks, carrier identification codes, or any variations thereof any activity using or displaying the other Party's name or the Service(s) to be provided hereunder.
18. **Dispute Resolution** The provisions of this section shall be the sole and exclusive method and procedure to resolve any disputes: (i) The Parties shall first attempt in good faith to resolve any dispute by negotiations between individual representatives who have authority to settle that dispute upon written notice of any dispute. Within ten (10) days after delivery of the notice, individual representatives of both Parties shall meet at a mutually acceptable time and place and attempt to resolve the dispute. All negotiations pursuant to this clause are confidential and treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any state's Rules of Evidence. (ii) If a dispute has not been resolved by (i) in this section, the Parties shall endeavor to settle the dispute by mediation under the then current Center for Public Resources ("CPR") Model Procedure for Mediation of Business Disputes by a neutral third party selected from the CPR panel of neutrals. (iii) If a dispute has not been resolved by non-binding means pursuant to subsections (i) or (ii) within ninety (90) days of the initiation of mediation, either Party may initiate litigation. (iv) All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in subsections (i) and (ii) are pending. (v) Each Party is required to continue to perform its obligations under the Agreement pending the final resolution of any dispute covered by this section.
19. **General Provisions** (a) This Agreement is the entire agreement between the Parties and supersedes all prior written or oral agreements. (b) In the event there is a conflict between the terms of this Agreement, Service Description, or Service Order, if applicable, the Service Order shall supersede and govern, and then the Service Description shall supersede and govern. (c) This Agreement may only be amended in writing signed by duly authorized representatives of both Parties. (d) Either Party may assign all its rights and obligations hereunder to any affiliate or to the surviving entity into which the Party may merge or consolidate, or to any entity to which the Party transfers all, or substantially all, of its business and assets. (e) This Agreement shall inure to the benefit of and be binding against each Party's heirs, successors or assigns. (f) No specific waiver(s) or failure(s) to enforce any provision of this Agreement shall be deemed to constitute any permanent or general waiver. (g) If any term in this Agreement is held invalid or unenforceable in any respect, then the remainder of the Agreement shall not be affected, and each term or condition of the Agreement shall be valid and enforceable to the fullest extent permissible by law. (h) This Agreement creates no partnership, joint venture, or agency relationship between the Parties and results in no joint service offerings. (i) If Bluebird seeks to enforce any term or condition of or related to this Agreement, then Bluebird shall be entitled to payment of (in addition to other remedies) its reasonable attorneys, collection agency, investigative, arbitration, and/or court costs and fees. (j) Service Orders and any amendments may be executed in counterparts which together shall constitute a single agreement. (k) Descriptive headings used herein shall not affect the construction or interpretation of the Agreement. (l) Bluebird may verify and use Customer's credit information as needed prior to acceptance of a Service Order. (m) Bluebird may demand that Customer deposit with Bluebird a security deposit or increase the amount of an already existing deposit, as the case may be. (n) The sections pertaining to Customer's payment of amounts due, and both Parties' confidentiality, liability, and indemnification obligations shall survive termination of this Agreement regardless of the reason for the termination. (o) This Agreement and the performance hereof shall be governed, construed, and enforced in accordance with the laws of the State of Missouri without regard to conflicts of law principles. The venue for any action arising out of this Agreement shall be Jackson County, Missouri.



Bluebird Network
2701 Devils Glen Road
Bettendorf, IA 52722
Phone: 309.945.4573
Fax: 816.361.8848
www.bluebirdnetwork.com

Proposal and Investment Plan

City of Pekin

Bluebird presents Customer with this Pricing Quote which is valid for 30 calendar days from June 22nd, 2021.

BY: Rachel Kroeger

DATE: September 8, 2021

www.bluebirdnetwork.com



Bluebird Network
2701 Devils Glen Road
Bettendorf, IA 52722
Phone: 309.945.4573
Fax: 816.361.8848
www.bluebirdnetwork.com

September 8, 2021

City of Pekin
111 S Capitol Street
Pekin, IL 61554

Dear David & Nick,

Thank you for taking the time to speak with me regarding your network needs. Based on our conversation, I have put together a solution that I believe will meet your goals and address the following business challenges:

- Why Bluebird Network - With our DIA fiber-based network products we provide Layer 3 protection and DDOS protection. Bluebird Network's fiber connectivity is dedicated and private to City of Pekin's locations with full symmetrical bandwidth throughput.
- We deliver on time - Uptime turn around averages 60 days.
- We are Flexible - Grow with you as your needs change. Speed increases take about 14 days to upgrade. We can turn up our services at requested dates.
- We are customer focused - Bluebird Network Service Order Agreements do not have an automatic renewal clause.

When selecting network, there are many variables you need to consider: the company, the features of the product, the quality of the product, the cost to obtain the equipment, and the service support you will receive. Each company or individual has their own criteria when making a long-term decision, but we feel that Bluebird Network can offer you a complete solution to your needs.

Bluebird Network has been in business since 1999. Our resources are strong and enable us to be the leader in handling large relationships in our market.

I appreciate the opportunity to propose a solution for City of Pekin. I look forward to implementing our programs and solutions for you.

Sincerely,

Rachel Kroeger
Enterprise Account Manager



Bluebird Network
 2701 Devils Glen Road
 Bettendorf, IA 52722
 Phone: 309.945.4573
 Fax: 816.361.8848
www.bluebirdnetwork.com



BLUEBIRD NETWORK

Before and during your project implementation, you will be supported by a team dedicated to your success and satisfaction. Your support team includes the following experts in their respective fields:

- Matt Polzin, Solutions Engineer. Matt brings field and design expertise dating back to 2001, after attending Northwestern Military and Naval Academy. Matt will be heavily involved in the overall design and technical aspect of your services.
- Sheldon Tank, Field Technician. Sheldon has over 15 years of network experience. His moto is, "Resourceful, versatile, and dependable."
- Cassandra Webb, Service Delivery Manager. Cassandra has been in the project management and service delivery fields of telecommunications since 2005. Cassandra leads a team of specialists who oversee the implementation and activation of your fiber connectivity.

TESTIMONIALS

"As the bank continues to grow, I see us continuing to use Bluebird. We've been thrilled with the service Bluebird has given us up to this point. I am definitely excited to continue working with Bluebird going forward."

- **RYAN UZZELL, SVP IT, OLD MISSOURI BANK**

"SRC Holdings utilizes dedicated Internet, access services as well as colocation services provided. It's important to use to maintain security over the information provided to us by our customers. Bluebird is a great partner for us. The quality of service, the quality of communication, the frequency of communication... To have someone like that dedicated to us, as a service provider that we can trust with the technology they have invested in {the Bluebird Underground} – it's quite a benefit."

- **RYAN STACK, CIO, SRC HOLDINGS**



Bluebird Network
 2701 Devils Glen Road
 Bettendorf, IA 52722
 Phone: 309.945.4573
 Fax: 816.361.8848
www.bluebirdnetwork.com

Proposed Solution for: CITY OF PEKIN

PRICING QUOTE

Updated Proposal with new addresses

Service locations	Bandwidth	Service	3 years		5 years	
111 S. Capitol Street (City Hall)	300 Mb	DIA				
111 S. Capitol Street (EOC)	500 Mb	DIA				
99 Caroline St, 99 Court St, (CSO-2)	10 Mb	EVPL				
13906 Airport Lane (Airport)	300 Mb	DIA				
North Camera	50 Mb	EVPL				
Upper Lot Camera	50 Mb	EVPL				
South Camera	50 Mb	EVPL				
South Field Camera	50 Mb					
			<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
			\$5,853.00	\$3,500.00	\$4,740.00	\$0.00

NOTES: All service is symmetrical upload and download speeds. Estimated delivery of service is 90 days after signing of contract. Our service also includes Layer 3 Protection, Symmetrical Bandwidth, and DDOS Protection.

****What I put in bold is any changes from 1st proposal (the proposal below)****

MRC-Monthly Recurring Charge

NRC-Non-Recurring Charge

Service locations	Bandwidth	Service	3 years		5 years	
111 S. Capitol Street (City Hall)	300 Mb	DIA				
111 S. Capitol Street (EOC)	500 Mb	DIA				
99 Caroline St, 99 Court St, 99 Fayette St (CSO-3)	10 Mb	EVPL				
13906 Airport Lane (Airport)	300 Mb	DIA				
			<u>MRC</u>	<u>NRC</u>	<u>MRC</u>	<u>NRC</u>
			\$4,282.00	\$3,500.00	\$3,169.00	\$0.00

NOTES: All service is symmetrical upload and download speeds. Estimated delivery of service is 90 days after signing of contract. Our service also includes Layer 3 Protection, Symmetrical Bandwidth, and DDOS Protection.

MRC-Monthly Recurring Charge

NRC-Non-Recurring Charge

Attachment: Proposal City of Pekin (2766 : Resolution No. 319-21/22 Approval of 5 Year Service Agreement With Bluebird Network)



REQUEST FOR COUNCIL ACTION

Agenda Date: September 13, 2021
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Resolution No. 320-21/22 CDBG Program Year 2021 Public Services Funding

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City's Community Development Block Grant (CDBG) provided by the US Department of Housing and Urban Development (HUD) can be used to provide funding to local organizations operating in the community. HUD refers to the use of CDBG for the assistance to organizations as "Public Services" activities. In the 2021 Annual Action Plan, the City allocated CDBG-CV, the special CDBG-based CARES Act allocation, for use in funding Public Services awards.

The City provided an open application period for community organizations to submit their application which occurred from June 28, 2021 through July 30, 2021. Due to the use of CDBG-CV funds, all applicants were asked to broadly tie their proposed funding needs to coronavirus response and/or recovery consistent with HUD regulatory requirements pertaining to the use of CDBG-CV funding. In total, the City received three (3) completed applications.

Despite the attempts of City staff to fund all three applications, our HUD representative has advised the City that one of the applications cannot be funded using CDBG-CV due to the inability to broadly tie the organization's funding needs to coronavirus response and/or recovery. This determination has been discussed with the organization's designated contact.

Historically, the City has retroactively awarded grants to community organizations for programs completed during the previous program year. To ensure City staff's ability to conduct mandated monitoring actions and review periodic reporting of accomplishments and expenditures, these awards are being made prospectively for accomplishments occurring between October, 2021 and April, 2022. Funds will be distributed to participating organizations on a quarterly basis only after proper accomplishment reporting and reimbursement forms have been submitted by the organization and approved by City staff.

City staff is recommending full funding for both of the eligible organizations that submitted completed application and whose programs can be broadly associated with coronavirus response/recovery:

1. The Center for Prevention of Abuse's Carol House of Hope shelter program focuses on sheltering and providing case management services for survivors of domestic violence. To continue and expand these services, assistance from the City is being requested in the amount of \$30,000.
2. The Salvation Army's Rust Center is a shelter that provides a variety of services that ensure basic needs are met and assists clients in attaining permanent and affordable housing. To continue and expand these services, assistance from the City is being requested in the amount of \$25,000.

FINANCIAL IMPACT:

Requested Amount: \$55,000.00
 Line Item: 261-319-511200
 Budgeted Amount: \$187,306.00
 Remaining Funds: \$174,673.12

IMPACT IF APPROVED: The City will provide CDBG funding to the specified community organizations.

IMPACT IF DENIED: The City will not provide CDBG funding to the specified community organizations.

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

	5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.
	Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.
	Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a “Business-Friendly” Community.
	Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.
	Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/10/2021

Date:

WHEREAS, the City of Pekin receives an annual allocation from the Community Development Block Grant; and

WHEREAS, such funding may be used in part to assist non-profit organizations in their efforts to support individuals with low- to moderate-income; and

WHEREAS, City staff has recommended that the following non-profit organizations receive awards from the City's CDBG funds:

1. The Center for Prevention of Abuse, in the amount of \$30,000.00; and
2. The Salvation Army Rust Center in the amount \$25,000.00.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1. The above recitals are found to be true and correct and are incorporated herein.

Section 2. The City shall provide grants in the amount of \$30,000.00 to The Center for Prevention of Abuse and \$25,000.00 to The Salvation Army from the City's Community Development Block Grant funds, subject to execution of and in accordance with the terms of a Sub-Recipient Agreement by the City and organization in a form acceptable to the Department of Housing and Urban Development as reviewed and approved by the City Attorney.

Section 3. The Mayor is authorized to execute and the Clerk is authorized and directed to attest to a Sub-Recipient Agreement with the above-named organizations.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK



SUB-RECIPIENT AGREEMENT

By and Between the

CITY OF PEKIN

and

**The Center for Prevention of Abuse
SUBRECIPIENT**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PLANNING & DEVELOPMENT DEPARTMENT
CITY OF PEKIN, ILLINOIS

ACTIVITY ID: 573

PROGRAM YEAR: 2021

PROJECT AMOUNT: \$30,000.00

PROJECT NAME: 2021-PS-Center for Prevention of Abuse

**Mark Luft
MAYOR**

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PART I: Project Terms and Conditions

This Agreement, entered into this **thirteenth day of September, 2021**, **BY AND BETWEEN: The Center For Prevention of Abuse**, with its principal office and place of business at P.O. Box 3855 Peoria, IL 61612 hereinafter referred to as the SUBRECIPIENT, and the **CITY OF PEKIN**, a municipal corporation, duly organized and in existence under the laws of the State of Illinois, with its principal office and place of business in City Hall, 111 S. Capitol Street, in the City of Pekin, County of Tazewell, and State of Illinois, hereinafter referred to as CITY.

WHEREAS, the CITY receives funds yearly from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 as amended; and

WHEREAS, the CITY wishes to engage the SUBRECIPIENT to render certain services or work hereinafter described in connection with CITY activities;

NOW THEREFORE, the CITY and SUBRECIPIENT agree as follows:

I. SCOPE OF SERVICE

A. Activities

The SUBRECIPIENT will be responsible for administering a CDBG program through its Carol House of Hope, during the City of Pekin HUD program year 2021 in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. Such program will include all activities identified in this Section I and further described in APPENDIX A, Scope of Services and Performance Based Measurements, attached hereto and made a part hereof, and shall support the CITY activities and shall be performed and carried out by the SUBRECIPIENT under the highest professional standards to the satisfaction of the CITY.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives ([1] Benefit low/moderate income persons, [2] Aid in the prevention or elimination of slums or blight, [3] Meet community development needs having a particular urgency) as defined in 24 CFR Part 570.200(a) and 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the SUBRECIPIENT agrees to provide the specified levels of program services as further defined in Appendix A "Scope of Services":

D. Staffing

[a] Subrecipient Staffing SUBRECIPIENT hereby designates the key personnel identified in Appendix A for the purposes of this Agreement as well as project positions.

- [b] City Staffing:** The CITY hereby designates the CDBG Program Manager as the Project Officer. On the Mayor's authority the Project Officer shall be the person signing this Agreement on behalf of the CITY and shall be the authorized representative of CITY responsible for the administration and enforcement of this Agreement acting within the limits of authority as defined by CITY's Mayor.

The CITY further designates the following key personnel for the purposes of administering and monitoring this Agreement:

David Bess	CDBG Program Manager
Bruce Marston	Finance Director

E. Performance Monitoring

The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards set forth herein. Failure to meet such goals and performance standards as determined by the CITY in its sole discretion will constitute non-compliance with this Agreement. If such substandard performance is not corrected by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, the CITY may suspend or terminate this Agreement in accordance with Section V.H. herein.

F. Outcomes Measurement: Performance and Outcomes Measures

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the CITY has implemented a performance measurement system that is based on an outcomes-based approach to funding projects. The CITY requires subrecipients of federal funds to assess the productivity and impact of their programs in accordance with this system. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

Outcomes-based measurement focuses on results rather than processes and provides an assessment tool for the City and its subrecipients. The implementation of an outcomes-based funding framework intends to improve results, accountability, and cost-effectiveness of funded programs.

The CITY shall report outcomes accomplishments to HUD. The CITY therefore requires the SUBRECIPIENT to submit quarterly and annual performance measurement reports that measure the SUBRECIPIENT's progress and results with regard to the program objectives articulated herein. The CITY shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation.

- [a] Time of Performance:** Services of the SUBRECIPIENT shall commence as described in this Agreement in the current Fiscal Year on the first day of October, and shall end on the last day of March of the same Fiscal Year. The term of this Agreement and the provisions herein shall be extended for succeeding Fiscal Years to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets, including program income.
- [b] Budget:** SUBRECIPIENT hereby agrees to abide by the budget submitted with this agreement, a copy of which is attached hereto as Appendix F, diligently reporting and documenting all expenditures for which reimbursement is sought in accordance with this Agreement.
- [c] Periodic Reports:** The SUBRECIPIENT shall minimally submit periodic reports as specified to the CITY in accordance with the requirements and schedule set forth herein:
- For the period October 1 - December 31, submission of the periodic report is due on or before January 15 or within ten (10) days of the close of any grant period extended in writing by the CITY.
 - For the period January 1 – March 31, submission of the periodic report is due on or before April 15 or within ten (10) days of the close of any grant period extended in writing by the CITY.

SUBRECIPIENT shall submit periodic performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs and program outcomes (desired end results). The performance measurement reports and all requirements shall be contained within the reports.

SUBRECIPIENT shall provide in its reporting to the CITY information as to the status of the racial and ethnic background of each individual served and information as to the status of whether the household is headed by a single parent.

- [d] Monitoring Site Visits:** In addition to its reporting requirements, SUBRECIPIENT shall be subject to a minimum of one site visit to be made by the CITY during the period of this Agreement at which time all documentation, files, and other material related to this Agreement and the operation of the activities described herein shall be made available for review and inspection by the CITY.

II. PAYMENT

A. Amount

It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed the Contract Award amount approved by the City of Pekin and set forth in Appendix B attached hereto, or allocated within the CDBG budget attached hereto as Appendix F.

CDBG drawdown will be completed for each agency funded through a request for reimbursement process. The City of Pekin will disperse the CDBG dollars on reimbursed bases after proper paperwork has been submitted showing the beneficiaries and proper documentation of expenses.

III. NOTICES

Communication and details concerning this Agreement shall be directed to the individuals authorized to execute this agreement in the manner set forth herein.

IV. SPECIAL CONDITIONS

A. Personnel

In accordance with Section VIII of this Agreement, the SUBRECIPIENT shall hire its own personnel, but in compliance with Federal Equal Opportunity provisions, giving full consideration to employment of residents of the City and persons who are unemployed or underemployed.

B. Beneficiaries

SUBRECIPIENT agrees to provide CITY with periodic reports concerning the impact of the project or activity assisted with funds through this Agreement, with particular consideration for the income levels, sex, and race of the beneficiaries.

This requirement shall not, however, be construed to cause SUBRECIPIENT to divulge any information which would infringe SUBRECIPIENT - client relationships, or other rights of individual beneficiaries.

C. Eligibility of Expenditures

SUBRECIPIENT agrees that any activity or project not specifically listed or identified as to nature in the Scope of this Agreement, shall be first approved by CITY, for eligibility under Federal Regulations, before any funds are obligated. See Appendix E for a listing of eligible expenses.

D. Other – none at this time**V. GENERAL CONDITIONS****A. General Compliance**

The SUBRECIPIENT agrees to comply with the applicable uniform requirements as described in 24 CFR § 570.502, as well as the requirements of Title 24 of the Code of Federal Regulations, Part 570, subpart K. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain as "independent Contractor" with respect to the services performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent subrecipient.

C. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or non-performance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The SUBRECIPIENT shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. Furthermore, SUBRECIPIENT shall comply with the bonding and insurance requirements of OMB Circular A-110.

In the event that this Agreement leads to any construction, repair or facility improvement costing in excess of \$100,000, SUBRECIPIENT shall ensure that the following requirements are included in all bid advertisements and information packages for bidders:

- [a]** Bid Guarantee of five (5) percent of the bid price;
- [b]** Performance Bond of 100 percent of Agreement price; and
- [c]** Payment Bond of 100 percent of Agreement price.

F. Acknowledgement of Funding Sources

SUBRECIPIENT hereby agrees and consents to credit the CITY, and the Community Development Block Grant Program on all printed material that SUBRECIPIENT produces that discusses, describes, educates or otherwise informs the public about the program for which funding under this Subrecipient Agreement has been provided. All reports, maps, brochures and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall carry a notation on the front cover or a title page containing the following:

City of Pekin

The preparation of this [report, brochure, map, etc.] was aided through Federal financial assistance from the Department of Housing & Urban Development under the provisions of Title I of the Housing & Community Development Act of 1974 as amended.

Likewise, SUBRECIPIENT agrees to assign credit to the CITY and the Community Development Block Grant Program in any representation to the media and/or the press when addressing information as to the program for which funding under this Subrecipient Agreement has been provided.

G. Amendments

The CITY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the CITY Project Officer. Such amendments shall not invalidate this Agreement

nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

Where an authorized amendment includes a change to the SUBRECIPIENT's compensation, the revised compensation figures shall be incorporated in any written amendments to APPENDIX A (Scope of Services) and APPENDIX B (Reimbursements).

In the event such change orders or work amendments increase the total amount of compensation to be paid SUBRECIPIENT, the change order shall only be valid when signed by the City of Pekin Mayor.

H. **Suspension or Termination**

- [1] **Mutual Termination.** Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Service identified in Section I (A) and Appendix A, Scope of Services, herein, may only be undertaken with the prior approval of the CITY.
- [2] **Termination of Convenience.** In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the CITY, become the property of the CITY; the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
- [3] **Suspension or Termination for Cause.** If, for any reason or cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the provisions of this Agreement, the

CITY shall have the immediate right to suspend or terminate this Agreement, in whole or in part, by giving written notice to the SUBRECIPIENT at its address, which the parties agree is as stated in Part I, Page 1. Such notice of suspension or termination shall be forwarded to the SUBRECIPIENT and shall specify the cause, period of suspension or effective date of termination that in no case shall be sooner than the date of receipt of said notice. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, environmental studies or impact statements, reports, or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the CITY, become its property, and SUBRECIPIENT shall be entitled to receive just compensation for any work done on or for such documents, materials, or studies which in the sole discretion of CITY is deemed satisfactory, proper, and requiring payment therefore. Notwithstanding the above, the SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by SUBRECIPIENT, and the CITY may withhold any payments due SUBRECIPIENT for the purpose of setoff until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined.

- [4] Termination by City for Circumstances beyond its Control.** In the event that Federal funding from the U.S. Department of Housing and Urban Development is terminated, reduced or withheld, for any reason or cause, in whole or in part, or, if the CITY operations are reduced to levels that cannot justify the SUBRECIPIENT services this Agreement may be terminated upon fifteen (15) days' written notice to SUBRECIPIENT. Such a determination leading to termination shall be made in the sole discretion of CITY. In that event, all finished or unfinished documents and other materials as described elsewhere in this section shall, at the option of CITY, become its property. If the Agreement is terminated by CITY, as provided herein, the SUBRECIPIENT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the SUBRECIPIENT covered by this Agreement, less payments of compensation previously made:

Provided, however, that if less than sixty (60) percent of the services covered by this Agreement have been performed upon the effective date of such termination, SUBRECIPIENT shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by SUBRECIPIENT during the Agreement period which is directly attributable to the uncompleted portion of the services covered by this Agreement.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

- [1] **Accounting Standards:** The SUBRECIPIENT agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
- [2] **Cost Principles:** The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions" as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

- [1] **Records to be maintained:** The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR § 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:
 - [a] Records providing a full description of each activity undertaken;
 - [b] Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - [c] Records required determining the eligibility of activities;
 - [d] Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - [e] Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- [f] Financial records as required by 24 CFR § 570.502 and OMB Circular A-110; and
 - [g] Other records necessary to document compliance with Subpart K of 24 CFR part 570.
- [2] **Retention:** The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after SUBRECIPIENT received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.
- [3] **Client Data:** The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of service provided. Such information shall be made available to the CITY project personnel or their designees for review upon request.
- [4] **Disclosure:** The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITY or SUBRECIPIENT responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- [5] **Property Records:** CDBG dollars cannot be used to purchase, rent or subsidize the purchase of real property.
- [6] **Close-Outs:** The SUBRECIPIENT obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making

final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the CITY) preparation of financial reports and determining the custodianship of records.

- [7] Reversion of Assets** At the expiration of this Agreement the SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Furthermore, any real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:

- [a]** Used to meet one of the national objectives in 24 CFR § 570.208 until five years after expiration of this agreement, or
- [b]** Shall be disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds, for acquisition of, or improvements to, the property. Such reimbursement is not required after the period of time specified in accordance with [a] of this section.

[8] Audits and Inspections

- [a]** The SUBRECIPIENT hereby agrees that annually and at closeout, SUBRECIPIENT financial records shall be audited and financial reports shall be prepared and attested to by a Certified Public Accountant approved by the CITY. Said annual agency audit shall be conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and, as applicable, OMB Circular A-133. Furthermore, SUBRECIPIENT agrees to provide the CITY with all financial and management audit letters with attached concerns and findings within thirty (30) days of the completion of the audit. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt of the audit response by the SUBRECIPIENT.

- [b] SUBRECIPIENT agrees that CITY, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records, Agreements, invoices, materials, payrolls, personnel records, books, documents, papers, financial records or computer data maintained, kept, or used by SUBRECIPIENT which are related to this Agreement, for the purpose of making copies, audits, examinations, excerpts, and transcriptions. Such inspections may be made during normal business hours, and as often as the aforementioned governmental agencies deem necessary.
- [c] SUBRECIPIENT shall comply with the applicable provisions of Subpart K of the CDBG entitlement grant regulations and with OMB Circular No. A133, which requires that all nonprofit organizations receiving in excess of \$300,000 in Federal funds during their fiscal year, must submit an audited financial statement. The CITY reserves the right to request a single or program specific audit regardless of the Federal funding amount at the cost to the SUBRECIPIENT.
- [d] Failure of the SUBRECIPIENT to comply with the audit and/or inspection requirements herein shall constitute a violation of this Agreement and may result in the withholding of future payments.

C. Reporting and Payment Procedures

- [1] **Program Income:** The SUBRECIPIENT understands that funds paid under this Agreement are for the services specified in the Scope of Services and such services are not intended to result in the generation of Program Income as defined in 24 CFR § 570.500(a). In the event that the SUBRECIPIENT generates Program Income as a result of funds paid under this Agreement, then the SUBRECIPIENT complies with all requirements set forth at 24 CFR § 570.504.
- [2] **Payment Procedures:** The CITY will pay the CDBG allocation to each agency selected and

approved for CDBG funding. The City of Pekin will pay quarterly reimbursements to the designated SUBRECIPIENT CDBG funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and CITY policy concerning payments. SUBRECIPIENT payments may only be completed following the procedures identified herein and further described in section I (F) (c) and by using the reimbursement forms described in Appendix C Subrecipient Reporting Form.

- [3] Annual Reports:** The SUBRECIPIENT shall submit regular Annual Reports to the CITY in the form and with the content required by the CITY in accordance with Section I (F) [c] of this Agreement.

D. Procurement

- [1] Compliance:** The SUBRECIPIENT shall comply with current CITY policy (Appendix D) concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Agreement.

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

In the event the services contracted in this Agreement lead to real property acquisition or relocation of individuals, families, businesses, or other entities, the SUBRECIPIENT agrees to conform to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) as amended, and regulations promulgated by the Secretary of the U. S. Department of HUD including requirements under 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act and the requirements in 24 CFR § 570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

SUBRECIPIENT further agrees it will insert the provisions of this Paragraph in any subcontract arising from this Agreement.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

[1] **Compliance:** The SUBRECIPIENT agrees to comply with all CITY and state civil rights ordinances and laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing & Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Orders 11063, 11628, 12432, 12892 and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107.

[2] **Non-Discrimination:** The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.

[a] The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training including apprenticeship and participation in recreational and educational activities. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

[b] SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without

regard to race, age, color, religion, creed, sex, or national origin.

[c] SUBRECIPIENT shall notify every labor union, or representative of workers with whom it has a collective bargaining agreement, of SUBRECIPIENT commitment under Section 202 of Executive Order 11246.

[d] SUBRECIPIENT will cause the foregoing provisions to be inserted in all sub-Agreements for any work covered by this Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or raw materials.

[3] Land Covenants: This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

[4] Section 504: The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706) that prohibits discrimination against the handicapped in any Federally assisted program.

B. Affirmative Action

[1] W/MBE: The SUBRECIPIENT will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this

Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish heritage Americans, Asian Americans and American Indians.

The SUBRECIPIENT may rely on written representations by business regarding their status as minority and female business enterprises in lieu of an independent investigation.

- [2] Access to Records:** The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, the United States Department of Housing & Urban Development or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- [3] EEO/AA Statement:** The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer. Pursuant to the requirements of 24 CFR 107.21, the SUBRECIPIENT shall take affirmative action to prevent discriminatory practices and shall take all action necessary and proper to prevent discrimination on the basis of age, race, color, religion, sex physical handicap or national origin.
- [4] Sub Agreement Provisions:** The SUBRECIPIENT will include the provisions of Section VIII (A) Civil Rights, and (B) Affirmative Action, in every subcontract or purchase order, specifically or by reference so that such provisions will be binding upon each of its own sub recipients or subcontractors.

C. Employment Conditions & Restrictions

- [1] Prohibited Activities:** The SUBRECIPIENT is prohibited, as is personnel employed by the SUBRECIPIENT in the administration of the program, from using funds provided herein for political activities,

sectarian or religious activities, lobbying, political patronage and nepotism activities.

[2] Labor Standards

- [a]** The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 USC 3702), the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (18 USC 874) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- [b]** The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing here under is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.
- [c]** The SUBRECIPIENT represents and assures the CITY that it has or will secure at its own expense all personnel required for the

performance of all services under this Agreement. Such personnel or any persons receiving compensation from SUBRECIPIENT as a result of this Agreement shall not be employees nor former employees of the CITY who have resigned or terminated their employment within one year, nor shall such employees have any relationship contractual or otherwise with the CITY except for non-confidential secretarial employees, unless specific waivers are granted by the CITY Mayor in writing. SUBRECIPIENT agrees that its personnel shall not be considered as employees of the CITY, and that it will indemnify and save harmless the CITY from any claims, demands or actions brought by any of said employees against the CITY, and pay any judgments resulting from any such claims, demands or suits against CITY if related to the performance of this Agreement, or by reason of sickness, accident or illness, or for any other cause.

[3] “Section 3” Clause

[a] Compliance: Compliance with the provisions of Section 3 of the Housing and Urban Development Act, the regulations set forth in 24 CFR part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued there under prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or Agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area [City of Pekin] and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area [City of Pekin] in which the project is located. "

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project are given to low and very low income persons residing within the CITY [City of Pekin] in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low and very low income persons residing within the CITY [City of Pekin] in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

[b] Sub Agreements: The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the CITY. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 136 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

[1] Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

[2] Sub Agreements

[a] Approvals: The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in performance of this Agreement without the written consent of the CITY prior to the execution of such subcontract.

[b] Sub Agreement Monitoring: The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written, quarterly reports the form for which shall be provided by the CITY, and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

[c] Content: The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part

of any subcontract executed in the performance of this Agreement.

- [d] **Selection Process:** The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.
- [3] **Hatch Act:** The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title 5 of the United States Code.
- [4] **Conflict of Interest:** The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. Furthermore, no officer, member or employee of the CITY and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project during their tenure in office and for one year thereafter, shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they may be, directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof nor shall any members of the Congress of the United States of America or members of any board, agency, commission, legislative assembly, or other officers of any political subdivision of the United States of America, during their tenure in office and for one

year thereafter, be admitted to any share or part heretofor to any benefit to arise herefrom. Nothing contained herein shall be deemed to prevent residents of the neighborhoods served by Community Development Block Grant activities, who are otherwise eligible to receive any benefits which may arise as the result of said activities, or of work created as a result of this Agreement by reason of such resident being either an elected or appointed member of a community board or a member of any other nonprofit organization that may have some responsibilities under this Agreement.

[5] Certifications: The SUBRECIPIENT hereby certifies that:

[a] No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;

[b] If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;

- [c] It will require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly; and
 - [d] This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1362, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - [e] Any attempt by any officer, employee or agent of the CITY in soliciting or accepting gratuities, favors or anything of monetary value from SUBRECIPIENT shall be reported in writing immediately to responsible officials of the CITY. Such reports to CITY shall contain the name of the City officer, agent or employee and the detailed circumstances of the incident.
- [6] **Copyright:** If this Agreement results in any copyrightable or patentable material or inventions, the CITY reserves the right to royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.
 - [7] **Religious Organization:** The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized to support or engage in explicitly religious activities, and shall otherwise comply with the Federal regulations specified in 24 CFR 570.200(j).

IX. ENVIRONMENTAL CONDITIONS

SUBRECIPIENT agrees to comply with environmental conditions described in this section, Acts, and all applicable standards, orders or regulations issued thereunder. Furthermore,

SUBRECIPIENT agrees to insert the provisions of this section in any sub-contract arising from this Agreement.

A. Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Sections and all regulations and guidelines issued thereunder), and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001 et seq.), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under age seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Preservation Act of 1966, as amended (54 USC 300101 et seq.), Executive Order 11593 and the procedures set forth in 36 CFR Part 800, insofar as they apply to the performance of this Agreement, thereby eliminating or

minimizing any adverse effect on any district, site, building, structure or object listed on or nominated for, listing on the National Register of Historic Places, maintained by the National Park Service.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SIGNATURES

SUBRECIPIENT shall, by virtue of an executed vote of corporate authorization placed on file with the CITY Project Officer prior to the execution of this Agreement, designate its authorized representative. The execution of this Agreement by SUBRECIPIENT shall be deemed as evidence that the authorized representative has full power to bind the SUBRECIPIENT for any act performed having a relationship to this Agreement, and that such act or acts of the authorized representative are not limited by SUBRECIPIENT charter and are authorized by SUBRECIPIENT principals or charter.

IN WITNESS WHEREOF, the **CITY** and the **SUBRECIPIENT** have signed and sealed this Agreement as of the date first above written, in the City of Pekin, County of Tazewell, State of Illinois.

CITY OF PEKIN:

SUBRECIPIENT:

BY: _____
Mark Luft
MAYOR

BY: _____
Name:
Title:

BY: _____
Mark Rothert
CITY MANAGER

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Corporation Council

PART II: Appendices

APPENDIX A: SCOPE OF SERVICES and PERFORMANCE BASED MEASUREMENTS

SUBRECIPIENT shall carry out the following Project Activity consistent with the objectives specified in the following Statement of Objectives and Projected Use of Funds:

05Z OBJECTIVE CATEGORY

573 2021-PS-Center for Prevention of Abuse

PROJECT NUMBER AND TITLE

DESCRIPTION OF PROJECT ACTIVITY:

Grant funds will be used to pay for Center for Prevention of Abuse staffing-related expenses associated with the direct delivery of services and shelter to survivors of domestic abuse through its Carol House of Hope Program.

Contact Staff & Titles: Olga Becker, Director of Administration

Address: P.O. Box 3855 Peoria, IL 61612

Phone: (309) 691-0551

What is the total estimated number of persons to be served by this project?	<u>50</u>
What is the total estimated number of LMI persons to be served by this project?	<u>50</u>
What is the anticipated percentage of LMI persons to be served by this project?	<u>100 %</u>

APPENDIX B:

The **maximum total amount to be paid** under this Agreement is:

Twenty-Five Thousand Dollars and 0/100 cents, (\$30,000.00)

for all of the services and reimbursements required.

Sub-Recipient requests (the form for which is located in Appendix C) may be submitted to the CITY Project Officer on the schedule specified in this Agreement.

Regardless of the frequency, the SUBRECIPIENT shall submit Subrecipient Information to the CITY through its CDBG Project Officer no later than the 15th of the following month from the due date as per the following schedule:

- For the period October 1 - December 31, submission of the periodic report is due on or before January 15 or within ten (10) days of the close of any grant period extended in writing by the CITY.
- For the period January 1 - March 31, submission of the periodic report is due on or before April 15 or within ten (10) days of the close of any grant period extended in writing by the CITY.

SUBRECIPIENT shall submit periodic performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs and program outcomes (desired end results). The performance measurement reports and all requirements shall be contained within the reports.

SUBRECIPIENT shall provide in its reporting to the CITY information as to the status of the racial and ethnic background of each individual served and information as to the status of whether the household is headed by a single parent.

If the reports are not submitted to the CITY Project Officer by the tenth (10th) day after the close of any grant period, the City of Pekin will hold the CDBG portion of the payment.

APPENDIX C: SUBRECIPIENT REPORTING FORM

**City of Pekin, Illinois CDBG
Subrecipient Payment/Reimbursement Request**

Subrecipient Name: _____ Date: _____
 Subrecipient DUNS # _____ **(Payment requests will not be processed without an active DUNS number and SAM.GOV registration)**

(If you are requesting payments for more than one CDBG activities identified under different HUD activity numbers, even if they belong to the same program, you must complete a separate form for each individual activity.)

HUD Activity # (One; see above)	
Program Year Funds Granted	PY 20__
Activity Name (Refer to the Subrecipient Agreement)	
Total Original CDBG Budget (Refer to the Grant Agreement)	\$
Budget Amendment #1 (If Any Approved)	\$
Budget Amendment #2 (If Any Approved)	\$
Budget Amendment #3 (If Any Approved)	\$
Total CDBG Adjusted Budget After Amendments	\$
Total Amount Reimbursed by the City to Date (Do not include the amount being requested here)	\$
Subrecipient's Total Unexpended CDBG Funds (Do not include the amount being requested here)	\$
Total Amount of This Request:	\$
Dates of Costs Incurred for This Request	Between (Date) __/__/__ And (Date) __/__/__
Overall CDBG Grant Fund Balance for This Activity (after this reimbursement)	\$ _____
Beneficiaries Report Attached? (If you are submitting this form outside of the quarterly reporting interval, you must attach a client demographic summary for the period being reimbursed.)	☐ Yes ☐ No (If no, explain why below)
Notes	

Preparer's Name (Please Print) _____ Signature X _____
 Preparer's Contact Info: Ph (____)-_____ Email _____
 Authorizing Officer _____ Signature X _____

(If you have any questions concerning this form, please contact the CDBG Program Manager at (309) 478-5356.)

City of Pekin CDBG Use Only	
Reviewed By _____	Reviewer Signature _____ Date _____
Approval _____	Date _____

CDBG Subrecipient Quarterly Report

This form is used to provide quarterly reports to the City of Pekin. Subrecipients are **required** to submit quarterly and annual reports providing the information contained in this report. The quarterly report is used to gauge progress of a subrecipient and is also used to determine if a subrecipient is making progress towards activity goals. If the subrecipient fails to make reasonable progress or fails to complete this form in a timely manner, they may be subject to additional in-depth monitoring visits.

I. Program/Project/Activity Quarterly Status Report

Subrecipient Name: _____

CDBG Activity/Project Name: _____

Activity/Project Location: _____

Calendar Year:	20__
Indicate Report Quarter:	1 st 2 nd 3 rd 4 th
Report Date:	

Are you attaching a subrecipient reimbursement request to this quarterly report? _ Yes _ No

Instructions: The subrecipient is required to provide summary information outlining the program/project implementation activities carried out during the past quarter, regardless whether any progress has been made. If no progress or little progress has been made, the subrecipient is required to provide justifications for the lack of progress and outline plans, steps, and strategies to address the issue.

Brief summary of program/project progress	If no/little progress to report for the quarter, explain the circumstances and challenges	If no/little progress to report for the quarter, outline plans, steps and strategies to address the issues

II. CDBG Subrecipient Quarterly Beneficiary Report *(Only complete Columns 2, 4, 5, 7 if there are no new clients served during this reporting period.)*

Instructions: To report race information here, please only include unduplicated clients serviced during the reporting period. Please also remember that when you report Hispanic persons, make sure you enter them in such a way that they are recognized as persons of Hispanic ethnicity belonging to one of the race groups listed in the leftmost column. In this version of the report, all columns are numbered to assist you in completing this form. Where necessary, a column number is referenced, and a calculation formula provided to improve clarity.

(1) Race	(2) <u>Prior Report</u>	(3) <u>This Report</u>	(4) <u>Overall Total</u>	(5) <u>Prior Report</u>	(6) <u>This Report</u>	(7) <u>Overall Total</u>	(8) Notes
	Total from Column (4) Reported on Your Previous Quarterly Report	Beneficiaries for This Report Period	Cumulative Unduplicated Total (Columns 2 + 3)	Hispanic Total from Column (7) Reported on your Previous Quarterly Report	Hispanic Beneficiaries For This Report Period	Cumulative Hispanic Unduplicated Total Columns 5 + 6	
White							
Black/Afr. American							
Asian							
Am. Indian/Alaskan Native							
Native Hawaiian/Other Pacific Islander							
Am. Indian/Alaskan Native & White							
Asian & White							
Black/Afr. American & White							
Am. Indian/Alaskan Native & Black/Afr. American							
Other Multi-racial							
Totals							

Note: Except for activities that serve **presumed benefit** populations, client income eligibility for services paid for with CDBG funds should be determined at the time of enrollment for service during the program year. If the same client continues to receive the same service paid for with CDBG funds distributed to a subrecipient in a different program year, the client's income eligibility must be again reviewed and determined based on the client's **current** financial situation and **current** year's income limits.

(9) Income Level	(10) Total Persons/Households This Period (Unduplicated Persons/Households Only)	(11) Note
Extremely Low (Not Exceeding 30% of MFI*)		
Low (Above 30% But Not Exceeding 50% of MFI)		
Moderate (Above 50% But Not Exceeding 80% of MFI)		
Total (should match Total in Column 3 above)		
Total Number of Female Heads of Household		

*MFI --- Median Family Income. Please refer to the current Income Limits.

Name of the Preparer (Print): _____

Signature: _____

Date: _____

APPENDIX D: CITY OF PEKIN PROCUREMENT POLICY

The Office of Housing and Community Development requires all Departments and Agencies funded under the Community Development Block Grant Program to comply with the following procurement guidelines established by the City of Pekin in the purchasing of goods and services.

Purchases over \$10,000.00 must go through the procurement process.

Process includes:

- Minimum of 2 bids
- If only one is available, document that only one was received.
- If by phone, document with a letter stating how bid was received.
- Bill is sent through the Purchase Order process for payment.
- Need a copy of the invoice, a copy of the bid tabulation sheet or a letter stating why the bid process was not used.
- Sometimes vendor may require a copy of proof of insurance for vehicle purchases.

Purchases over \$50,000.00 require a copy of the "out for bid" ad which must be sent out at least ten (10) days prior to the bid deadline.

APPENDIX E: ELIGIBLE AND INELIGIBLE ACTIVITIES

Eligible public service activities:

CDBG funds may be used to pay for labor, supplies and materials as well as to operate and/or maintain the portion of a facility in which the public service is located. This includes the lease of a facility, equipment and other property needed for the public service.

To utilize CDBG funds for a public service currently funded using non-federal CITY funds, the service must be either:

- A new service; or
- A quantifiable increase in the level of an existing service which has been provided by the grantee or another entity on its behalf through State or local government funds in the 12 months preceding the submission of the grant's Consolidated Plan Annual Action Plan to HUD.

Ineligible Public Service Activities:

The provision of "income payments" is an ineligible CDBG activity if these payments are provided as a grant.

- Income payments are payments to an individual or family which are used to provide basic levels of food, shelter (including payment for rent, mortgage and/or utilities) or clothing;
- Income payments do not include emergency grant payments for food, shelter or clothing needs provided;
- The income payments do not exceed three-months; and
- The payments are made directly to the provider of such services on behalf of an individual or family
- Income payments that are provided as a loan are permissible within the public service cap
- Political activities are ineligible
- In accordance with First Amendment Church and State Principles, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. However, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or sub recipient

from which the CDBG funds are derived, and that, in connection with the provision of such services:

- It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
- It will provide no religious instruction or counseling, conduct no religious worship or services, engage in on religious proselytizing, and exert no other religious influence in the provision of such public services.
- When eligible public services are carried out on property owned by a primarily religious entity, CDBG funds may also be used for minor repairs to such property if:
 - The repairs are directly related to carrying out the public serves; and
 - The cost constitutes in dollar terms only an incidental portion of the CDB expenditure for the public services.

APPENDIX F: PROJECT BUDGET

C. Program Budget

Completed by ksnarr@centerforpreventionofabuse.org on
7/23/2021 3:21 PM

Case Id: 30817

Name: 2021 CDBG Pekin - 2021/22

Address: P.O. Box 3855

C. Program Budget

Please provide the following information.

C.1 Grant Amount Requested (\$10,000 Minimum - \$30,000 Maximum)

\$30,000.00

C.2. Please complete the table below describing the different types of expenditures necessary to undertake the proposed project/program, the total budget amount, amount of funding requested from the City of Pekin, and amounts/sources of other project/program funding (matching funds). Additionally, please also specify the status of the other funding source(s) indicating whether that funding is pending approval or has been committed to the proposed program.

Budget Category (Expenditure Type)	Budget Amount	CDBG Funds Requested	Other Funding Source(s)	Name of Other Funding Source(s)	Status of Other Funding Source(s)
Personnel/Fringes	\$58,811.00	\$30,000.00	\$28,811.00	Illinois Department of Human Services; Victims of Crime Act	Committed
	\$58,811.00	\$30,000.00	\$28,811.00		



SUB-RECIPIENT AGREEMENT

By and Between the

CITY OF PEKIN

and

**The Salvation Army
SUBRECIPIENT**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

PLANNING & DEVELOPMENT DEPARTMENT
CITY OF PEKIN, ILLINOIS

ACTIVITY ID: 572
PROGRAM YEAR: 2021
PROJECT AMOUNT: \$25,000.00
PROJECT NAME: 2021-PS-Salvation Army

**Mark Luft
MAYOR**

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PART I: Project Terms and Conditions

This Agreement, entered into this **thirteenth day of September, 2021**, **BY AND BETWEEN: The Salvation Army**, with its principal office and place of business at 235 Derby Street, Pekin, IL, 61554 hereinafter referred to as the SUBRECIPIENT, and the **CITY OF PEKIN**, a municipal corporation, duly organized and in existence under the laws of the State of Illinois, with its principal office and place of business in City Hall, 111 S. Capitol Street, in the City of Pekin, County of Tazewell, and State of Illinois, hereinafter referred to as CITY.

WHEREAS, the CITY receives funds yearly from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383 as amended; and

WHEREAS, the CITY wishes to engage the SUBRECIPIENT to render certain services or work hereinafter described in connection with CITY activities;

NOW THEREFORE, the CITY and SUBRECIPIENT agree as follows:

I. SCOPE OF SERVICE

A. Activities

The SUBRECIPIENT will be responsible for administering a CDBG program through its Rust Transitional Center during the City of Pekin HUD program year 2021 in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. Such program will include all activities identified in this Section I and further described in APPENDIX A, Scope of Services and Performance Based Measurements, attached hereto and made a part hereof, and shall support the CITY activities and shall be performed and carried out by the SUBRECIPIENT under the highest professional standards to the satisfaction of the CITY.

B. National Objectives

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement will meet one or more of the CDBG program's National Objectives ([1] Benefit low/moderate income persons, [2] Aid in the prevention or elimination of slums or blight, [3] Meet community development needs having a particular urgency) as defined in 24 CFR Part 570.200(a) and 570.208.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the SUBRECIPIENT agrees to provide the specified levels of program services as further defined in Appendix A "Scope of Services":

D. Staffing

[a] Subrecipient Staffing SUBRECIPIENT hereby designates the key personnel identified in Appendix A for the purposes of this Agreement as well as project positions.

[b] City Staffing: The CITY hereby designates the CDBG Program Manager as the Project Officer. On the Mayor's authority the Project Officer shall be the person signing this Agreement on behalf of the CITY and shall be the authorized representative of CITY responsible for the administration and enforcement of this Agreement acting within the limits of authority as defined by CITY's Mayor.

The CITY further designates the following key personnel for the purposes of administering and monitoring this Agreement:

David Bess	CDBG Program Manager
Bruce Marston	Finance Director

E. Performance Monitoring

The CITY will monitor the performance of the SUBRECIPIENT against goals and performance standards set forth herein. Failure to meet such goals and performance standards as determined by the CITY in its sole discretion will constitute non-compliance with this Agreement. If such substandard performance is not corrected by the SUBRECIPIENT within a reasonable period of time after being notified by the CITY, the CITY may suspend or terminate this Agreement in accordance with Section V.H. herein.

F. Outcomes Measurement: Performance and Outcomes Measures

In accordance with U.S. Department of Housing and Urban Development (HUD) requirements, the CITY has implemented a performance measurement system that is based on an outcomes-based approach to funding projects. The CITY requires subrecipients of federal funds to assess the productivity and impact of their programs in accordance with this system. This Performance and Outcome Measurement System will help to quantify the effectiveness of programs and establish clearly defined outcomes.

Outcomes-based measurement focuses on results rather than processes and provides an assessment tool for the City and its subrecipients. The implementation of an outcomes-based funding framework intends to improve results, accountability, and cost-effectiveness of funded programs.

The CITY shall report outcomes accomplishments to HUD. The CITY therefore requires the SUBRECIPIENT to submit quarterly and annual performance measurement reports that measure the SUBRECIPIENT's progress and results with regard to the program objectives articulated herein. The CITY shall review the reports to track progress, provide feedback, and when necessary, provide technical assistance. Program performance is also considered in the decision-making process for fund allocation.

- [a] Time of Performance:** Services of the SUBRECIPIENT shall commence as described in this Agreement in the current Fiscal Year on the first day of October, and shall end on the last day of March of the same Fiscal Year. The term of this Agreement and the provisions herein shall be extended for succeeding Fiscal Years to cover any additional time period during which the SUBRECIPIENT remains in control of CDBG funds or other assets, including program income.
- [b] Budget:** SUBRECIPIENT hereby agrees to abide by the budget submitted with this agreement, a copy of which is attached hereto as Appendix F, diligently reporting and documenting all expenditures for which reimbursement is sought in accordance with this Agreement.
- [c] Periodic Reports:** The SUBRECIPIENT shall minimally submit periodic reports as specified to the CITY in accordance with the requirements and schedule set forth herein:
- For the period October 1 - December 31, submission of the periodic report is due on or before January 15 or within ten (10) days of the close of any grant period extended in writing by the CITY.
 - For the period January 1 – March 31, submission of the periodic report is due on or before April 15 or within ten (10) days of the close of any grant period extended in writing by the CITY.

SUBRECIPIENT shall submit periodic performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs and program outcomes (desired end results). The performance measurement reports and all requirements shall be contained within the reports.

SUBRECIPIENT shall provide in its reporting to the CITY information as to the status of the racial and ethnic background of each individual served and information as to the status of whether the household is headed by a single parent.

- [d] Monitoring Site Visits:** In addition to its reporting requirements, SUBRECIPIENT shall be subject to a minimum of one site visit to be made by the CITY during the period of this Agreement at which time all documentation, files, and other material related to this Agreement and the operation of the activities described herein shall be made available for review and inspection by the CITY.

II. PAYMENT

A. Amount

It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement shall not exceed the Contract Award amount approved by the City of Pekin and set forth in Appendix B attached hereto, or allocated within the CDBG budget attached hereto as Appendix F.

CDBG drawdown will be completed for each agency funded through a request for reimbursement process. The City of Pekin will disperse the CDBG dollars on reimbursed bases after proper paperwork has been submitted showing the beneficiaries and proper documentation of expenses.

III. NOTICES

Communication and details concerning this Agreement shall be directed to the individuals authorized to execute this agreement in the manner set forth herein.

IV. SPECIAL CONDITIONS

A. Personnel

In accordance with Section VIII of this Agreement, the SUBRECIPIENT shall hire its own personnel, but in compliance with Federal Equal Opportunity provisions, giving full consideration to employment of residents of the City and persons who are unemployed or underemployed.

B. Beneficiaries

SUBRECIPIENT agrees to provide CITY with periodic reports concerning the impact of the project or activity assisted with funds through this Agreement, with particular consideration for the income levels, sex, and race of the beneficiaries.

This requirement shall not, however, be construed to cause SUBRECIPIENT to divulge any information which would infringe SUBRECIPIENT - client relationships, or other rights of individual beneficiaries.

C. Eligibility of Expenditures

SUBRECIPIENT agrees that any activity or project not specifically listed or identified as to nature in the Scope of this Agreement, shall be first approved by CITY, for eligibility under Federal Regulations, before any funds are obligated. See Appendix E for a listing of eligible expenses.

D. Other – none at this time

V. GENERAL CONDITIONS

A. General Compliance

The SUBRECIPIENT agrees to comply with the applicable uniform requirements as described in 24 CFR § 570.502, as well as the requirements of Title 24 of the Code of Federal Regulations, Part 570, subpart K. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds provided under this Agreement. The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain as "independent Contractor" with respect to the services performed under this Agreement. The CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the SUBRECIPIENT is an independent subrecipient.

C. Hold Harmless

The SUBRECIPIENT shall hold harmless, defend and indemnify the CITY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBRECIPIENT's performance or non-performance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The SUBRECIPIENT shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The SUBRECIPIENT shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage. Furthermore, SUBRECIPIENT shall comply with the bonding and insurance requirements of OMB Circular A-110.

In the event that this Agreement leads to any construction, repair or facility improvement costing in excess of \$100,000, SUBRECIPIENT shall ensure that the following requirements are included in all bid advertisements and information packages for bidders:

- [a]** Bid Guarantee of five (5) percent of the bid price;
- [b]** Performance Bond of 100 percent of Agreement price; and
- [c]** Payment Bond of 100 percent of Agreement price.

F. Acknowledgement of Funding Sources

SUBRECIPIENT hereby agrees and consents to credit the CITY, and the Community Development Block Grant Program on all printed material that SUBRECIPIENT produces that discusses, describes, educates or otherwise informs the public about the program for which funding under this Subrecipient Agreement has been provided. All reports, maps, brochures and other documents completed as a part of this Agreement, other than documents exclusively for internal use within the City, shall carry a notation on the front cover or a title page containing the following:

City of Pekin

The preparation of this [report, brochure, map, etc.] was aided through Federal financial assistance from the Department of Housing & Urban Development under the provisions of Title I of the Housing & Community Development Act of 1974 as amended.

Likewise, SUBRECIPIENT agrees to assign credit to the CITY and the Community Development Block Grant Program in any representation to the media and/or the press when addressing information as to the program for which funding under this Subrecipient Agreement has been provided.

G. Amendments

The CITY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the CITY Project Officer. Such amendments shall not invalidate this Agreement

nor relieve or release the CITY or SUBRECIPIENT from its obligations under this Agreement.

The CITY may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both CITY and SUBRECIPIENT.

Where an authorized amendment includes a change to the SUBRECIPIENT's compensation, the revised compensation figures shall be incorporated in any written amendments to APPENDIX A (Scope of Services) and APPENDIX B (Reimbursements).

In the event such change orders or work amendments increase the total amount of compensation to be paid SUBRECIPIENT, the change order shall only be valid when signed by the City of Pekin Mayor.

H. **Suspension or Termination**

[1] Mutual Termination. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Service identified in Section I (A) and Appendix A, Scope of Services, herein, may only be undertaken with the prior approval of the CITY.

[2] Termination of Convenience. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the CITY, become the property of the CITY; the SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

[3] Suspension or Termination for Cause. If, for any reason or cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the SUBRECIPIENT shall violate any of the provisions of this Agreement, the

CITY shall have the immediate right to suspend or terminate this Agreement, in whole or in part, by giving written notice to the SUBRECIPIENT at its address, which the parties agree is as stated in Part I, Page 1. Such notice of suspension or termination shall be forwarded to the SUBRECIPIENT and shall specify the cause, period of suspension or effective date of termination that in no case shall be sooner than the date of receipt of said notice. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, environmental studies or impact statements, reports, or other materials prepared by the SUBRECIPIENT under this Agreement shall, at the option of the CITY, become its property, and SUBRECIPIENT shall be entitled to receive just compensation for any work done on or for such documents, materials, or studies which in the sole discretion of CITY is deemed satisfactory, proper, and requiring payment therefore. Notwithstanding the above, the SUBRECIPIENT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by SUBRECIPIENT, and the CITY may withhold any payments due SUBRECIPIENT for the purpose of setoff until such time as the exact amount of damages due CITY from SUBRECIPIENT is determined.

- [4] Termination by City for Circumstances beyond its Control.** In the event that Federal funding from the U.S. Department of Housing and Urban Development is terminated, reduced or withheld, for any reason or cause, in whole or in part, or, if the CITY operations are reduced to levels that cannot justify the SUBRECIPIENT services this Agreement may be terminated upon fifteen (15) days' written notice to SUBRECIPIENT. Such a determination leading to termination shall be made in the sole discretion of CITY. In that event, all finished or unfinished documents and other materials as described elsewhere in this section shall, at the option of CITY, become its property. If the Agreement is terminated by CITY, as provided herein, the SUBRECIPIENT will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the SUBRECIPIENT covered by this Agreement, less payments of compensation previously made:

Provided, however, that if less than sixty (60) percent of the services covered by this Agreement have been performed upon the effective date of such termination, SUBRECIPIENT shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by SUBRECIPIENT during the Agreement period which is directly attributable to the uncompleted portion of the services covered by this Agreement.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

- [1] **Accounting Standards:** The SUBRECIPIENT agrees to comply with OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
- [2] **Cost Principles:** The SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions" as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

- [1] **Records to be maintained:** The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR § 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:
 - [a] Records providing a full description of each activity undertaken;
 - [b] Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - [c] Records required determining the eligibility of activities;
 - [d] Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - [e] Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

- [f] Financial records as required by 24 CFR § 570.502 and OMB Circular A-110; and
 - [g] Other records necessary to document compliance with Subpart K of 24 CFR part 570.
- [2] **Retention:** The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after SUBRECIPIENT received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five (5) year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five (5) year period, whichever occurs later.
- [3] **Client Data:** The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility and description of service provided. Such information shall be made available to the CITY project personnel or their designees for review upon request.
- [4] **Disclosure:** The SUBRECIPIENT understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the CITY or SUBRECIPIENT responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- [5] **Property Records:** CDBG dollars cannot be used to purchase, rent or subsidize the purchase of real property.
- [6] **Close-Outs:** The SUBRECIPIENT obligation to the CITY shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making

final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the CITY) preparation of financial reports and determining the custodianship of records.

[7] Reversion of Assets At the expiration of this Agreement the SUBRECIPIENT shall transfer to the CITY any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Furthermore, any real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be either:

- [a]** Used to meet one of the national objectives in 24 CFR § 570.208 until five years after expiration of this agreement, or
- [b]** Shall be disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds, for acquisition of, or improvements to, the property. Such reimbursement is not required after the period of time specified in accordance with [a] of this section.

[8] Audits and Inspections

- [a]** The SUBRECIPIENT hereby agrees that annually and at closeout, SUBRECIPIENT financial records shall be audited and financial reports shall be prepared and attested to by a Certified Public Accountant approved by the CITY. Said annual agency audit shall be conducted in accordance with current CITY policy concerning SUBRECIPIENT audits and, as applicable, OMB Circular A-133. Furthermore, SUBRECIPIENT agrees to provide the CITY with all financial and management audit letters with attached concerns and findings within thirty (30) days of the completion of the audit. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt of the audit response by the SUBRECIPIENT.

- [b] SUBRECIPIENT agrees that CITY, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any records, Agreements, invoices, materials, payrolls, personnel records, books, documents, papers, financial records or computer data maintained, kept, or used by SUBRECIPIENT which are related to this Agreement, for the purpose of making copies, audits, examinations, excerpts, and transcriptions. Such inspections may be made during normal business hours, and as often as the aforementioned governmental agencies deem necessary.
- [c] SUBRECIPIENT shall comply with the applicable provisions of Subpart K of the CDBG entitlement grant regulations and with OMB Circular No. A133, which requires that all nonprofit organizations receiving in excess of \$300,000 in Federal funds during their fiscal year, must submit an audited financial statement. The CITY reserves the right to request a single or program specific audit regardless of the Federal funding amount at the cost to the SUBRECIPIENT.
- [d] Failure of the SUBRECIPIENT to comply with the audit and/or inspection requirements herein shall constitute a violation of this Agreement and may result in the withholding of future payments.

C. Reporting and Payment Procedures

- [1] **Program Income:** The SUBRECIPIENT understands that funds paid under this Agreement are for the services specified in the Scope of Services and such services are not intended to result in the generation of Program Income as defined in 24 CFR § 570.500(a). In the event that the SUBRECIPIENT generates Program Income as a result of funds paid under this Agreement, then the SUBRECIPIENT complies with all requirements set forth at 24 CFR § 570.504.
- [2] **Payment Procedures:** The CITY will pay the CDBG allocation to each agency selected and

approved for CDBG funding. The City of Pekin will pay quarterly reimbursements to the designated SUBRECIPIENT CDBG funds available under this Agreement based upon information submitted by the SUBRECIPIENT and consistent with any approved budget and CITY policy concerning payments. SUBRECIPIENT payments may only be completed following the procedures identified herein and further described in section I (F) (c) and by using the reimbursement forms described in Appendix C Subrecipient Reporting Form.

- [3] Annual Reports:** The SUBRECIPIENT shall submit regular Annual Reports to the CITY in the form and with the content required by the CITY in accordance with Section I (F) [c] of this Agreement.

D. Procurement

- [1] Compliance:** The SUBRECIPIENT shall comply with current CITY policy (Appendix D) concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Agreement.

VII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

In the event the services contracted in this Agreement lead to real property acquisition or relocation of individuals, families, businesses, or other entities, the SUBRECIPIENT agrees to conform to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) as amended, and regulations promulgated by the Secretary of the U. S. Department of HUD including requirements under 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act and the requirements in 24 CFR § 570.606(d) governing optional relocation policies. The SUBRECIPIENT shall provide relocation assistance to persons that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable CITY ordinances, resolutions and policies concerning the displacement of persons from their residences.

SUBRECIPIENT further agrees it will insert the provisions of this Paragraph in any subcontract arising from this Agreement.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

- [1] **Compliance:** The SUBRECIPIENT agrees to comply with all CITY and state civil rights ordinances and laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing & Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Orders 11063, 11628, 12432, 12892 and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086 and 12107.

- [2] **Non-Discrimination:** The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance.
 - [a] The SUBRECIPIENT will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training including apprenticeship and participation in recreational and educational activities. The SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

 - [b] SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without

regard to race, age, color, religion, creed, sex, or national origin.

[c] SUBRECIPIENT shall notify every labor union, or representative of workers with whom it has a collective bargaining agreement, of SUBRECIPIENT commitment under Section 202 of Executive Order 11246.

[d] SUBRECIPIENT will cause the foregoing provisions to be inserted in all sub-Agreements for any work covered by this Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or raw materials.

[3] Land Covenants: This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

[4] Section 504: The SUBRECIPIENT agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706) that prohibits discrimination against the handicapped in any Federally assisted program.

B. Affirmative Action

[1] W/MBE: The SUBRECIPIENT will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this

Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish heritage Americans, Asian Americans and American Indians.

The SUBRECIPIENT may rely on written representations by business regarding their status as minority and female business enterprises in lieu of an independent investigation.

- [2] **Access to Records:** The SUBRECIPIENT shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, the United States Department of Housing & Urban Development or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
- [3] **EEO/AA Statement:** The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer. Pursuant to the requirements of 24 CFR 107.21, the SUBRECIPIENT shall take affirmative action to prevent discriminatory practices and shall take all action necessary and proper to prevent discrimination on the basis of age, race, color, religion, sex physical handicap or national origin.
- [4] **Sub Agreement Provisions:** The SUBRECIPIENT will include the provisions of Section VIII (A) Civil Rights, and (B) Affirmative Action, in every subcontract or purchase order, specifically or by reference so that such provisions will be binding upon each of its own sub recipients or subcontractors.

C. Employment Conditions & Restrictions

- [1] **Prohibited Activities:** The SUBRECIPIENT is prohibited, as is personnel employed by the SUBRECIPIENT in the administration of the program, from using funds provided herein for political activities,

sectarian or religious activities, lobbying, political patronage and nepotism activities.

[2] Labor Standards

- [a]** The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 USC 3702), the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (18 USC 874) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the CITY for review upon request.
- [b]** The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the CITY pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 1,3,5 and 7 governing the payment of wages and ratio of apprentices and trainees to journeyman workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing here under is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.
- [c]** The SUBRECIPIENT represents and assures the CITY that it has or will secure at its own expense all personnel required for the

performance of all services under this Agreement. Such personnel or any persons receiving compensation from SUBRECIPIENT as a result of this Agreement shall not be employees nor former employees of the CITY who have resigned or terminated their employment within one year, nor shall such employees have any relationship contractual or otherwise with the CITY except for non-confidential secretarial employees, unless specific waivers are granted by the CITY Mayor in writing. SUBRECIPIENT agrees that its personnel shall not be considered as employees of the CITY, and that it will indemnify and save harmless the CITY from any claims, demands or actions brought by any of said employees against the CITY, and pay any judgments resulting from any such claims, demands or suits against CITY if related to the performance of this Agreement, or by reason of sickness, accident or illness, or for any other cause.

[3] “Section 3” Clause

[a] Compliance: Compliance with the provisions of Section 3 of the Housing and Urban Development Act, the regulations set forth in 24 CFR part 135, and all applicable rules and orders of the Department of Housing and Urban Development issued there under prior to the execution of the Agreement, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or Agreement through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area [City of Pekin] and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area [City of Pekin] in which the project is located. "

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project are given to low and very low income persons residing within the CITY [City of Pekin] in which the project is located, and to low and very low income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low and very low income persons residing within the CITY [City of Pekin] in which the CDBG funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low and very low income residents within the service area or the neighborhood in which the project is located, and to low and very low income participants in other HUD programs.

[b] Sub Agreements: The SUBRECIPIENT will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the CITY. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 136 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

[1] Assignability

The SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY thereto; provided, however, that claims for money due or to become due to the SUBRECIPIENT from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CITY.

[2] Sub Agreements

[a] Approvals: The SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in performance of this Agreement without the written consent of the CITY prior to the execution of such subcontract.

[b] Sub Agreement Monitoring: The SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written, quarterly reports the form for which shall be provided by the CITY, and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

[c] Content: The SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part

of any subcontract executed in the performance of this Agreement.

- [d] **Selection Process:** The SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the CITY along with documentation concerning the selection process.
- [3] **Hatch Act:** The SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title 5 of the United States Code.
- [4] **Conflict of Interest:** The SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The SUBRECIPIENT further covenants that in the performance of this Agreement no persons having such a financial interest shall be employed or retained by the SUBRECIPIENT hereunder. Furthermore, no officer, member or employee of the CITY and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project during their tenure in office and for one year thereafter, shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership, or association in which they may be, directly or indirectly interested, or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof nor shall any members of the Congress of the United States of America or members of any board, agency, commission, legislative assembly, or other officers of any political subdivision of the United States of America, during their tenure in office and for one

year thereafter, be admitted to any share or part heretofor to any benefit to arise herefrom. Nothing contained herein shall be deemed to prevent residents of the neighborhoods served by Community Development Block Grant activities, who are otherwise eligible to receive any benefits which may arise as the result of said activities, or of work created as a result of this Agreement by reason of such resident being either an elected or appointed member of a community board or a member of any other nonprofit organization that may have some responsibilities under this Agreement.

[5] Certifications: The SUBRECIPIENT hereby certifies that:

[a] No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, nor any extension, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement;

[b] If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, an employee or officer of the CITY nor member of the CITY governing body, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, it will complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions;

- [c] It will require that the language of paragraph [d] of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and Agreements under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly; and
 - [d] This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1362, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - [e] Any attempt by any officer, employee or agent of the CITY in soliciting or accepting gratuities, favors or anything of monetary value from SUBRECIPIENT shall be reported in writing immediately to responsible officials of the CITY. Such reports to CITY shall contain the name of the City officer, agent or employee and the detailed circumstances of the incident.
- [6] **Copyright:** If this Agreement results in any copyrightable or patentable material or inventions, the CITY reserves the right to royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work or materials for government purposes.
 - [7] **Religious Organization:** The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized to support or engage in explicitly religious activities, and shall otherwise comply with the Federal regulations specified in 24 CFR 570.200(j).

IX. ENVIRONMENTAL CONDITIONS

SUBRECIPIENT agrees to comply with environmental conditions described in this section, Acts, and all applicable standards, orders or regulations issued thereunder. Furthermore,

SUBRECIPIENT agrees to insert the provisions of this section in any sub-contract arising from this Agreement.

A. Air and Water

The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Sections and all regulations and guidelines issued thereunder), and Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001 et seq.), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under age seven. The notice should also point out that if lead-based paint is found on the property, abatement measures might be undertaken.

D. Historic Preservation

The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Preservation Act of 1966, as amended (54 USC 300101 et seq.), Executive Order 11593 and the procedures set forth in 36 CFR Part 800, insofar as they apply to the performance of this Agreement, thereby eliminating or

minimizing any adverse effect on any district, site, building, structure or object listed on or nominated for, listing on the National Register of Historic Places, maintained by the National Park Service.

X. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XI. SIGNATURES

SUBRECIPIENT shall, by virtue of an executed vote of corporate authorization placed on file with the CITY Project Officer prior to the execution of this Agreement, designate its authorized representative. The execution of this Agreement by SUBRECIPIENT shall be deemed as evidence that the authorized representative has full power to bind the SUBRECIPIENT for any act performed having a relationship to this Agreement, and that such act or acts of the authorized representative are not limited by SUBRECIPIENT charter and are authorized by SUBRECIPIENT principals or charter.

IN WITNESS WHEREOF, the **CITY** and the **SUBRECIPIENT** have signed and sealed this Agreement as of the date first above written, in the City of Pekin, County of Tazewell, State of Illinois.

CITY OF PEKIN:

SUBRECIPIENT:

BY: _____
Mark Luft
MAYOR

BY: _____
Name:
Title:

BY: _____
Mark Rothert
CITY MANAGER

APPROVED AS TO FORM AND LEGALITY:

BY: _____
Corporation Council

PART II: Appendices

APPENDIX A: SCOPE OF SERVICES and PERFORMANCE BASED MEASUREMENTS

SUBRECIPIENT shall carry out the following Project Activity consistent with the objectives specified in the following Statement of Objectives and Projected Use of Funds:

05Z OBJECTIVE CATEGORY

572 2021-PS-Salvation Army PROJECT NUMBER AND TITLE

DESCRIPTION OF PROJECT ACTIVITY:

Grant funds will be used to pay for The Salvation Army staffing-related expenses associated with the direct delivery of services and shelter to individuals and families experiencing homelessness through its Rust Transitional Center located at 243 Derby Street, Pekin IL 61554.

Contact Staff & Titles: Brandy Wright, Social Ministries Manager

Address: 243 Derby Street

Phone: 309-478-7878

What is the total estimated number of persons to be served by this project?	<u>144</u>
What is the total estimated number of LMI persons to be served by this project?	<u>144</u>
What is the anticipated percentage of LMI persons to be served by this project?	<u>100 %</u>

APPENDIX B:

The **maximum total amount to be paid** under this Agreement is:

Twenty-Five Thousand Dollars and 0/100 cents, (\$25,000.00)

for all of the services and reimbursements required.

Sub-Recipient requests (the form for which is located in Appendix C) may be submitted to the CITY Project Officer on the schedule specified in this Agreement.

Regardless of the frequency, the SUBRECIPIENT shall submit Subrecipient Information to the CITY through its CDBG Project Officer no later than the 15th of the following month from the due date as per the following schedule:

- For the period October 1 - December 31, submission of the periodic report is due on or before January 15 or within ten (10) days of the close of any grant period extended in writing by the CITY.
- For the period January 1 - March 31, submission of the periodic report is due on or before April 15 or within ten (10) days of the close of any grant period extended in writing by the CITY.

SUBRECIPIENT shall submit periodic performance measurement reports that focus on establishing clearly articulated objectives, performance measures, outputs and program outcomes (desired end results). The performance measurement reports and all requirements shall be contained within the reports.

SUBRECIPIENT shall provide in its reporting to the CITY information as to the status of the racial and ethnic background of each individual served and information as to the status of whether the household is headed by a single parent.

If the reports are not submitted to the CITY Project Officer by the tenth (10th) day after the close of any grant period, the City of Pekin will hold the CDBG portion of the payment.

APPENDIX C: SUBRECIPIENT REPORTING FORM

**City of Pekin, Illinois CDBG
Subrecipient Payment/Reimbursement Request**

Subrecipient Name: _____ Date: _____
 Subrecipient DUNS # _____ (Payment requests will not be processed without an active DUNS number and SAM.GOV registration)

(If you are requesting payments for more than one CDBG activities identified under different HUD activity numbers, even if they belong to the same program, you must complete a separate form for each individual activity.)

HUD Activity # (One; see above)	
Program Year Funds Granted	PY 20__
Activity Name (Refer to the Subrecipient Agreement)	
Total Original CDBG Budget (Refer to the Grant Agreement)	\$
Budget Amendment #1 (If Any Approved)	\$
Budget Amendment #2 (If Any Approved)	\$
Budget Amendment #3 (If Any Approved)	\$
Total CDBG Adjusted Budget After Amendments	\$
Total Amount Reimbursed by the City to Date (Do not include the amount being requested here)	\$
Subrecipient's Total Unexpended CDBG Funds (Do not include the amount being requested here)	\$
Total Amount of This Request:	\$
Dates of Costs Incurred for This Request	Between (Date) __/__/__ And (Date) __/__/__
Overall CDBG Grant Fund Balance for This Activity (after this reimbursement)	\$ _____
Beneficiaries Report Attached? (If you are submitting this form outside of the quarterly reporting interval, you must attach a client demographic summary for the period being reimbursed.)	☐ Yes ☐ No (If no, explain why below)
Notes	

Preparer's Name (Please Print) _____ Signature X _____
 Preparer's Contact Info: Ph (____)-_____ Email _____
 Authorizing Officer _____ Signature X _____

(If you have any questions concerning this form, please contact the CDBG Program Manager at (309) 478-5356.)

City of Pekin CDBG Use Only	
Reviewed By _____	Reviewer Signature _____ Date _____
Approval _____	Date _____

CDBG Subrecipient Quarterly Report

This form is used to provide quarterly reports to the City of Pekin. Subrecipients are **required** to submit quarterly and annual reports providing the information contained in this report. The quarterly report is used to gauge progress of a subrecipient and is also used to determine if a subrecipient is making progress towards activity goals. If the subrecipient fails to make reasonable progress or fails to complete this form in a timely manner, they may be subject to additional in-depth monitoring visits.

I. Program/Project/Activity Quarterly Status Report

Subrecipient Name: _____

CDBG Activity/Project Name: _____

Activity/Project Location: _____

Calendar Year:	20__
Indicate Report Quarter:	1 st 2 nd 3 rd 4 th
Report Date:	

Are you attaching a subrecipient reimbursement request to this quarterly report? _ Yes _ No

Instructions: The subrecipient is required to provide summary information outlining the program/project implementation activities carried out during the past quarter, regardless whether any progress has been made. If no progress or little progress has been made, the subrecipient is required to provide justifications for the lack of progress and outline plans, steps, and strategies to address the issue.

Brief summary of program/project progress	If no/little progress to report for the quarter, explain the circumstances and challenges	If no/little progress to report for the quarter, outline plans, steps and strategies to address the issues

II. CDBG Subrecipient Quarterly Beneficiary Report *(Only complete Columns 2, 4, 5, 7 if there are no new clients served during this reporting period.)*

Instructions: To report race information here, please only include unduplicated clients serviced during the reporting period. Please also remember that when you report Hispanic persons, make sure you enter them in such a way that they are recognized as persons of Hispanic ethnicity belonging to one of the race groups listed in the leftmost column. In this version of the report, all columns are numbered to assist you in completing this form. Where necessary, a column number is referenced, and a calculation formula provided to improve clarity.

(1) Race	(2) <u>Prior Report</u>	(3) <u>This Report</u>	(4) <u>Overall Total</u>	(5) <u>Prior Report</u>	(6) <u>This Report</u>	(7) <u>Overall Total</u>	(8) Notes
	Total from Column (4) Reported on Your Previous Quarterly Report	Beneficiaries for This Report Period	Cumulative Unduplicated Total (Columns 2 + 3)	Hispanic Total from Column (7) Reported on your Previous Quarterly Report	Hispanic Beneficiaries For This Report Period	Cumulative Hispanic Unduplicated Total Columns 5 + 6	
White							
Black/Afr. American							
Asian							
Am. Indian/Alaskan Native							
Native Hawaiian/Other Pacific Islander							
Am. Indian/Alaskan Native & White							
Asian & White							
Black/Afr. American & White							
Am. Indian/Alaskan Native & Black/Afr. American							
Other Multi-racial							
Totals							

Note: Except for activities that serve **presumed benefit** populations, client income eligibility for services paid for with CDBG funds should be determined at the time of enrollment for service during the program year. If the same client continues to receive the same service paid for with CDBG funds distributed to a subrecipient in a different program year, the client's income eligibility must be again reviewed and determined based on the client's **current** financial situation and **current** year's income limits.

(9) Income Level	(10) Total Persons/Households This Period (Unduplicated Persons/Households Only)	(11) Note
Extremely Low (Not Exceeding 30% of MFI*)		
Low (Above 30% But Not Exceeding 50% of MFI)		
Moderate (Above 50% But Not Exceeding 80% of MFI)		
Total (should match Total in Column 3 above)		
Total Number of Female Heads of Household		

*MFI --- Median Family Income. Please refer to the current Income Limits.

Name of the Preparer (Print): _____

Signature: _____

Date: _____

APPENDIX D: CITY OF PEKIN PROCUREMENT POLICY

The Office of Housing and Community Development requires all Departments and Agencies funded under the Community Development Block Grant Program to comply with the following procurement guidelines established by the City of Pekin in the purchasing of goods and services.

Purchases over \$10,000.00 must go through the procurement process.

Process includes:

- Minimum of 2 bids
- If only one is available, document that only one was received.
- If by phone, document with a letter stating how bid was received.
- Bill is sent through the Purchase Order process for payment.
- Need a copy of the invoice, a copy of the bid tabulation sheet or a letter stating why the bid process was not used.
- Sometimes vendor may require a copy of proof of insurance for vehicle purchases.

Purchases over \$50,000.00 require a copy of the "out for bid" ad which must be sent out at least ten (10) days prior to the bid deadline.

APPENDIX E: ELIGIBLE AND INELIGIBLE ACTIVITIES

Eligible public service activities:

CDBG funds may be used to pay for labor, supplies and materials as well as to operate and/or maintain the portion of a facility in which the public service is located. This includes the lease of a facility, equipment and other property needed for the public service.

To utilize CDBG funds for a public service currently funded using non-federal CITY funds, the service must be either:

- A new service; or
- A quantifiable increase in the level of an existing service which has been provided by the grantee or another entity on its behalf through State or local government funds in the 12 months preceding the submission of the grant's Consolidated Plan Annual Action Plan to HUD.

Ineligible Public Service Activities:

The provision of "income payments" is an ineligible CDBG activity if these payments are provided as a grant.

- Income payments are payments to an individual or family which are used to provide basic levels of food, shelter (including payment for rent, mortgage and/or utilities) or clothing;
- Income payments do not include emergency grant payments for food, shelter or clothing needs provided;
- The income payments do not exceed three-months; and
- The payments are made directly to the provider of such services on behalf of an individual or family
- Income payments that are provided as a loan are permissible within the public service cap
- Political activities are ineligible
- In accordance with First Amendment Church and State Principles, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities. However, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient or sub recipient

from which the CDBG funds are derived, and that, in connection with the provision of such services:

- It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
- It will provide no religious instruction or counseling, conduct no religious worship or services, engage in on religious proselytizing, and exert no other religious influence in the provision of such public services.
- When eligible public services are carried out on property owned by a primarily religious entity, CDBG funds may also be used for minor repairs to such property if:
 - The repairs are directly related to carrying out the public serves; and
 - The cost constitutes in dollar terms only an incidental portion of the CDB expenditure for the public services.

APPENDIX F: PROJECT BUDGET

C. Program Budget

Completed by brandy.wright@usc.salvationarmy.org on 7/22/2021
4:10 PM

Case Id: 30818

Name: The Salvation Army of Pekin - 2021/22

Address: 243 Derby

C. Program Budget

Please provide the following information.

C.1 Grant Amount Requested (\$10,000 Minimum - \$30,000 Maximum)

\$25,000.00

C.2. Please complete the table below describing the different types of expenditures necessary to undertake the proposed project/program, the total budget amount, amount of funding requested from the City of Pekin, and amounts/sources of other project/program funding (matching funds). Additionally, please also specify the status of the other funding source(s) indicating whether that funding is pending approval or has been committed to the proposed program.

Budget Category (Expenditure Type)	Budget Amount	CDBG Funds Requested	Other Funding Source(s)	Name of Other Funding Source(s)	Status of Other Funding Source(s)
Staff Payroll	\$68,640.00	\$25,000.00	\$43,640.00	DHQ Allocation, Kasley Endowment, THQ Transfers	Committed
	\$68,640.00	\$25,000.00	\$43,640.00		



REQUEST FOR COUNCIL ACTION

Agenda Date: September 13, 2021
To: Council Members
From: John Dossey, Police Chief

AGENDA ITEM: Ordinance No. 3013 - 21/22 Amending Chapter 2, Article IV, of the Pekin City Code

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Recently staff provided an update on the police department personnel staffing levels in light of unexpected retirements and workforce issues. It is important to understand that this issue is not unique to the City of Pekin, many agencies surrounding us are experiencing similar effects from current legislation and substantially similar work force issues. Due to issues surrounding Covid, as well as many other unforeseen retirements overall in law enforcement, we are seeing our training academies flooded with new recruits. Most academies are limiting law enforcement agencies to two spaces for training. This limits our ability to fill the voids we currently have and those that we anticipate in the future. When faced with the need to fill vacancies, we are now forced to utilize other options available to us and one of those is to pursue lateral transfer officers. We are constantly competing with many other agencies for the same applicants. Some agencies are offering financial incentives to lure potential lateral candidates, while others have clarified their ordinances to open up options for hiring potential “lateral” candidates. Before the City Council is an option that opens the door for recruiting certified police officers. This allows the City and the Police Department more opportunity to hire candidates that we may potentially overlook with the current wording of the existing ordinance.

In summary, this update changes the requirements of who is eligible to hire. When hiring a lateral candidate, they often come with training and experience that the City would not have to pay for. Staff recommends that Council approve this action.

FINANCIAL IMPACT: N/A

Requested Amount:
 Line Item:
 Budgeted Amount:
 Remaining Funds:

IMPACT IF APPROVED: If approved this will expand who would be available to qualify as a lateral transfer.

IMPACT IF DENIED: If denied we would miss out on potential opportunities of hiring good certified police officers as we would need to wait a period of time before they would be eligible to transfer.

ALTERNATIVES:

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively

to make Pekin a “Business-Friendly” Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:


Sue McMillan, City Clerk 9/9/2021

Date:

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20_____.

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 ARTICLE IV OF THE CITY CODE
REGARDING POLICE OFFICER APPOINTMENTS AND LATERAL TRANSFERS

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City Council desires to make certain amendments to the City Code with regard to the appointment of lateral transfers to the Police Department; and

WHEREAS, the City Council finds it is in the best interests of the City, its residents and businesses to adopt the amendments set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. Chapter 2, Article IV, Division 5, Section 3 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~striketrough~~):

Sec. 2-4-5-3. – ~~Department members~~Police Officer Original Appointments and Lateral Transfers.

- (a) *Applications and appointments.* All appointments to, and promotions within, the Police Department shall be made by the Board of Fire and Police Commissioners as provided by statute, (65 ILCS 5/10-2.1-1 et seq.; see also Division 4 of Article VI of this Chapter) except:
- (1) As to the appointment of the Chief of Police and Deputy Police Chief whose appointment shall be as provided for in Section 2-4-5-2(a); ~~and or~~
 - (2) An individual may be selected for appointment as a lateral transfer to the Police Department of the City of Pekin to the position of Patrol Officer by the Board of Fire and Police Commissioners, if ~~theeythey~~ meets the following qualifications:
 - a. ~~The applicant has previously successfully completed an initial probationary period as a police officer in the United States of America; and~~
 - ba. The applicant:

1. Is currently ~~an~~ certified police officer in good standing ~~in~~ with the police department in which the applicant serves; or
2. Previously served and left a police department in good standing within six months of application for hire with the City of Pekin; and

eb. The applicant has:

1. ~~A minimum of one year of full-time police experience in the last 30 months in the State of Illinois and has~~ completed a full time basic training program acceptable to the Illinois ~~Police Officers-~~ Law Enforcement Training and Standards Board; or
2. At least three years full-time police experience in the last 42 months if such experience is outside the State of Illinois;

~~d.~~ ~~The applicant has substantially equivalent skills and abilities as a City of Pekin post-probationary officer; and~~

ec. The applicant has passed such examinations as the Board of Fire and Police Commissioners deems necessary to determine the applicant's fitness for duties as a police officer.

(b) *Promotions; competence exams.* All promotions to the next higher rank, except for the rank of Chief and Deputy Police Chief shall be by competitive examination as given by the Board of Police and Fire Commissioners of the City of Pekin under the rules and regulations of said Commission, from which a promotional list of eligible employees is derived from each rank.

(c) *No person shall be entitled to appointment as a matter of right under this Section.* This Section is enacted pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and this Section shall prevail in any conflict between this Section and Illinois Municipal Code, pursuant to the provisions of Section 6 of Article VII of the Constitution the State of Illinois.

Section 3. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____ DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 2 ARTICLE IV OF THE CITY CODE
REGARDING POLICE OFFICER APPOINTMENTS AND LATERAL TRANSFERS**

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the City Council desires to make certain amendments to the City Code with regard to the appointment of lateral transfers to the Police Department; and

WHEREAS, the City Council finds it is in the best interests of the City, its residents and businesses to adopt the amendments set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS, THAT:

Section 1. The findings and recitations set forth above are adopted and found to be true and correct.

Section 2. Chapter 2, Article IV, Division 5, Section 3 of the Pekin City Code is hereby amended as follows (additions indicated by underline, deletions by ~~strike through~~):

Sec. 2-4-5-3. – Police Officer Original Appointments and Lateral Transfers.

(a) *Applications and appointments.* All appointments to, and promotions within, the Police Department shall be made by the Board of Fire and Police Commissioners as provided by statute, (65 ILCS 5/10-2.1-1 et seq.; see also Division 4 of Article VI of this Chapter) except:

- (1) As to the appointment of the Chief of Police and Deputy Police Chief whose appointment shall be as provided for in Section 2-4-5-2(a); or
- (2) An individual may be selected for appointment as a lateral transfer to the Police Department of the City of Pekin to the position of Patrol Officer by the Board of Fire and Police Commissioners, if they meet the following qualifications:

a. The applicant:

1. Is currently a certified police officer in good standing with the police department in which the applicant serves; or

2. Previously served and left a police department in good standing within six months of application for hire with the City of Pekin; and
 - b. The applicant has:
 1. completed a full time basic training program acceptable to the Illinois Law Enforcement Training and Standards Board; or
 2. At least three years full-time police experience in the last 42 months if such experience is outside the State of Illinois;
 - c. The applicant has passed such examinations as the Board of Fire and Police Commissioners deems necessary to determine the applicant's fitness for duties as a police officer.
- (b) *Promotions; competence exams.* All promotions to the next higher rank, except for the rank of Chief and Deputy Police Chief shall be by competitive examination as given by the Board of Police and Fire Commissioners of the City of Pekin under the rules and regulations of said Commission, from which a promotional list of eligible employees is derived from each rank.
- (c) *No person shall be entitled to appointment as a matter of right under this Section.* This Section is enacted pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and this Section shall prevail in any conflict between this Section and Illinois Municipal Code, pursuant to the provisions of Section 6 of Article VII of the Constitution the State of Illinois.

Section 3. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 4. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____ DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK



REQUEST FOR COUNCIL ACTION

Agenda Date: September 13, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 3014--21/22 Sale of City-Owned Property to Riverway Property Management, LLC

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Riverway Property Management LLC (the "Developer") is interested to move its development site location from Enterprise Drive (behind PAL Health) to a new location at 300 Hanna Drive. The subject parcel is south of Hanna Drive and bordered by Fifth Street to the east, Hanna Drive to the north, and a railroad right-of-way to the west, PIN 10-10-400-006.

The Developer is proposing to purchase approximately 57.654 acres on the west side of the parcel (the "Property"). A purchase agreement is attached hereto as Exhibit A, and includes a 60-foot permanent drainage easement along the north side of the Property, for the City to continue to maintain the existing drainage ditch.

The Developer intends to construct a cannabis dispensary and cannabis craft grower facility on the Property (the "Development"). Those facilities will be leased to Riverway Craft Laboratories, LLC, which will operate the dispensary and craft grow operations. All operations will be run pursuant to state law. A site plan of the facilities is also attached. Below are additional details about each operation:

Craft Grow Facility:

- a. Development: The initial construction will include an approximately 19,881 square foot operations building, 2,000 square foot warehouse, a greenhouse and other facilities. The facility will also accommodate a potential infuser building of more than 15,000 square feet.
- b. Employment: With the initial construction with the Phase I Greenhouse, it is estimated that the Facility will have 20 employees. With the Phase 2 and Phase 3 Greenhouse, we anticipate that 40 employees will be employed.

Dispensary:

- a. Development: 3,500 square foot building.
- b. Employment: It is estimated that initially, 8 employees will be employed for the dispensary.

Construction of the initial phase of the Craft Grower Facility is estimated to be completed within 6 to 12 months after approval from the State of Illinois. The construction commencement date of the Dispensary is unknown at this time. Total construction estimates are approximately \$9 million.

The Developer has received special use approvals from the City Council to operate both the craft grower facility and dispensary in the I-1 zoning district. The Developer will:

- remain in compliance with a 400 ft. separation requirement from residential properties;
- exceed minimum parking requirements; and
- have all of the required approvals from the state necessary for the construction and operation of a craft grow facility and dispensary.

The Developer desires this location for expansion purposes if the State ever increases its 14,000 sq. ft. max growing limitation. Developer also acknowledged that they would be giving up its existing approval for the craft grow and dispensary behind PAL Health once they purchase this land from the City.

FINANCIAL IMPACT: The Developer is offering to purchase the land from the City for \$100 and is forgoing a request to ask for additional TIF incentives beyond reimbursement for costs related to utility extensions and minimal site work, all totaling \$150,000. The project should generate over \$2.5-\$3 million in TIF increment for the City over the remaining life of the Southern Industrial Park TIF District.

Staff recommends approval.

Amount: \$100
 Line Item: 100-068-491500
 Budgeted Amount: \$0
 Remaining Funds: \$0

IMPACT IF APPROVED: City will sell the land to Developer

IMPACT IF DENIED: City will not sell the land to Developer

ALTERNATIVES: Find another Developer

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert
 Mark A. Rothert, City Manager

9/9/2021

Mark A. Rothert
 Mark A. Rothert, City Manager

9/10/2021

Date:

WHEREAS, the City of Pekin, Tazewell County, Illinois (the “City”) is an Illinois municipal corporation established in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, it is deemed advisable and in the best interest of the City of Pekin, Tazewell County, Illinois to provide for the sale of certain real estate located at 300 Hanna Drive, Pekin, Illinois (the 57.654-acre western part of PIN # 10-10-400-006) on the terms and conditions set forth on the Purchase and Sale Agreement attached hereto as Exhibit A; and

WHEREAS, such real estate is located in the City of Pekin South Industrial Park Tax Increment Financing (TIF) District (hereinafter the “TIF District”) and the City has previously complied with the procedures to sell real estate located within a TIF District; and

WHEREAS, the City of Pekin (“the Seller”) has agreed to sell the same to Riverway Property Management, LLC (the “Buyer”) for the agreed price, payable at closing; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS:

Section 1: The above recitals are found to be true and correct and are adopted herein.

Section 2. The sale of that certain real estate located at 300 Hanna Drive, Pekin, Illinois (the 57.654-acre western part of PIN # 10-10-400-006, more particularly described in Exhibit A) on substantially the terms and conditions set forth in the Purchase and Sale Agreement attached hereto as Exhibit A is approved.

Section 3. The Mayor and City Clerk are authorized to execute and attest to an agreement with the Buyer providing for the sale of said real estate for the sale price of \$100.00 Dollars, in substantially the form attached hereto as Exhibit A, and to do all things necessary and essential, including the execution of any documents, agreements, and certificates necessary to carry out the provisions of said agreement.

Section 4: This Ordinance is adopted pursuant to the municipal authority of the City and shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

**CITY OF PEKIN, COUNTY OF TAZEWELL,
STATE OF ILLINOIS**

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF PROPERTY

WHEREAS, the City of Pekin, Tazewell County, Illinois (the “City”) is an Illinois municipal corporation established in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, it is deemed advisable and in the best interest of the City of Pekin, Tazewell County, Illinois to provide for the sale of certain real estate located at 300 Hanna Drive, Pekin, Illinois (the 57-acre western part of PIN # 10-10-400-006); and

WHEREAS, such real estate is located in the City of Pekin South Industrial Park Tax Increment Financing (TIF) District (hereinafter the “TIF District”) and the City has previously complied with the procedures to sell real estate located within a TIF District; and

WHEREAS, the City of Pekin (“the Seller”) has agreed to sell the same to Riverway Craft Laboratories, LLC (the “Buyer”) for the agreed price, payable at closing; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEKIN, AN ILLINOIS MUNICIPALITY, TAZEWELL COUNTY, ILLINOIS, AS FOLLOWS:

Section 1: It is hereby determined that it is advisable, necessary and in the interests of the public good that the City sell certain real estate located at 300 Hanna Drive, Pekin, Illinois (the 57-acre western part of PIN # 10-10-400-006), and enter into an agreement with the Buyer providing for the sale of said real estate for the sale price of \$100.00 Dollars, subject to a mutually agreeable contract being entered into.

Section 2: Said agreement and proposal, shall be in substantially the following form:

See Attached Exhibit A

Section 3: From and after the effective date of this Ordinance the Mayor and City Clerk of the City are hereby authorized and directed to execute the said agreement herein provided for, and to do all things necessary and essential, including the execution of any documents, agreements, and certificates necessary to carry out the provisions of said agreement.

Section 4: This Ordinance is adopted pursuant to the municipal authority of the City and shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

UPON MOTION by Trustee _____, seconded by Trustee _____, and **PASSED, APPROVED AND ADOPTED** by roll call vote of the Corporate Authorities of the City of Pekin, Tazewell County, Illinois, on the 13th day of September, 2021, and deposited and filed in the Office of the City Clerk of said City on that date.

MAYOR AND ALDERMEN	AYE VOTE	NAY VOTE	ABSTAIN/ABSENT
John Abel			
Becky Cloyd			
Lloyd Orrick			
Dave Nutter			
Rick Hilst			
Karen Hohimer			
Mark Luft, Mayor			
TOTAL VOTES:			

APPROVED: _____
Mayor

Date: _____

ATTEST: _____
City Clerk

Date: _____

STATE OF ILLINOIS)
)
 COUNTY OF TAZEWELL) SS

I, Sue McMillan, do hereby certify that I am the duly elected, qualified and acting Clerk of the City of Pekin, the County and State aforesaid, and, as such Clerk, I am the keeper of the records and files of the Mayor and City Council of the City of Pekin.

I do further certify that the attached and foregoing is a true and current copy of:

AN ORDINANCE AUTHORIZING THE
SALE OF PROPERTY

as passed by the City Council of the said City of Pekin, Illinois, at its regular meeting held on September 13, 2021, and as approved by the Mayor of said City on September 13 ,2021.

IN WITNESS WHEREOF, I have hereto affixed my official signature and the corporate seal of said City of Pekin, Illinois.

(SEAL)

City Clerk

EXHIBIT A
REAL ESTATE PURCHASE AGREEMENT
(Attached)

Attachment: Pekin Ind Park TIF_Ord for Auth Sale of City Property in TIF_300 Hanna Drive (2762 : Ordinance No. 3014--21/22 Sale of City-

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") is entered into as of this _____ day of _____, 20____, by the City of Pekin, an Illinois municipal corporation ("Seller"), and Riverway Property Management, LLC, an Illinois limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Purchaser desires to purchase and Seller desires to sell real property described in Section 1 below and in connection therewith Seller and Purchaser desire to enter into this Agreement to set forth the terms and conditions of such purchase and sale.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Sale Agreement. Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller, subject to all of the terms and conditions of this Agreement, that certain unimproved real property located on Hanna Drive, Pekin, Tazewell County, Illinois, consisting of approximately 57.654 acres located in the Third Addition to Riverway Business Park, being a part of the Northeast Quarter of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, more particularly described on the attached Exhibit A, together with all privileges, rights, easements, hereditaments and appurtenances thereunto belonging (the "Property").

2. Purchase Price. The purchase price of the Property ("Purchase Price") shall be One Hundred Dollars (\$100.00). The balance of the Purchase Price, adjusted by prorations and credits allowed by this Agreement, shall be paid to Seller at Closing, in "good funds" consisting of bank wire transfer.

3. Possession. Possession of the Property shall be delivered to Purchaser on the Closing Date, subject to the rights of the tenant pursuant to that certain Cash Farm Lease dated January 31, 2011 (the "Lease"). The City represents and warrants that at least the north 1200 feet of the Property is not subject to the Lease. The City shall obtain a duly executed surrender agreement between the City and the Lease tenant (the "Surrender Agreement") providing that a) the tenant will surrender the Property and the Lease upon completion of 2021 harvest, b) the tenant will conduct 2021 harvest on the Property in a reasonable and continuous fashion, and c) the tenant will give the City notice within 72 hours of completion of 2021 harvest on the Property. The City shall promptly provide to the Developer certification that the Lease has been terminated and that the tenant is no longer in possession of the Property.

4. Property Sold "AS IS". The Property is vacant land being sold "as is", with no warranties express or implied. This Agreement is not subject to any inspections of the Property, Purchaser having had ample opportunity to inspect its condition. Purchaser releases Seller from any obligation to provide a title commitment for an owner's title insurance policy related to the Property and further releases Seller from any defect in title, except defects known to Seller prior to Closing.

5. Conditions Precedent to Sale. Seller's obligations under this Agreement are subject to the following Conditions Precedent occurring on or before the Closing Date:

5.1. The approval by Tazewell County and recording of the subdivision plat attached hereto as Exhibit B subdividing the Property from a larger parcel owned by Seller and further described on said Exhibit B.

5.2. The approval by the Pekin Zoning Board of Appeals and the Pekin City Council of a special use for the operation of a Cannabis Craft Grow facility and a Cannabis Dispensary on the Property, in accordance with City zoning requirements.

5.3. The approval by the Riverway Business Park Review Committee of a development plan for the Property, in accordance with the Riverway Business Park Protective Covenants recorded November 3, 1992, as Document No. 848934, as amended by the First Amendment to such Protective Covenants recorded April 20, 1993, as Document No. 860837, the Second Amendment recorded December 24, 1994, as Document No. 907846, the Third Amendment recorded July 12, 2004, as Document No. 200400018477, and the Fourth Amendment recorded April 24, 2007, as Document No. 200700008477.

5.4. Seller providing a reasonable opportunity for any person to submit alternative proposals or bids and thereafter making public disclosure of the terms of any bids or proposals.

5.5. The approval by the City Council and execution by the parties of a Tax Increment Financing District Redevelopment Agreement in substantially the form attached hereto as Exhibit C ("Redevelopment Agreement").

5.6. Seller obtaining final approval of the City Council, after review of any bids or proposals received. PURCHASER ACKNOWLEDGES THAT THIS AGREEMENT IS CONTINGENT UPON FINAL APPROVAL BY THE CITY OF PEKIN AND WITHOUT SUCH APPROVAL IS NULL AND VOID.

6. Closing. The purchase of the Property shall be consummated as follows:

6.1. Closing Date. The closing (the "Closing") shall be held on a date as mutually agreed upon by and between the parties, but in no event later than that date which is thirty (30) days after the date upon which Purchaser notifies Seller in writing that it has satisfied those conditions set forth in section 5 above, that are required to be completed before conveyance of the Property by Seller to Purchaser. The Closing shall be held at the offices of Seller's attorney or other mutually agreed upon location.

6.2. Seller's Deliveries. At Closing, Seller shall deliver to Purchaser the following:

6.2.1. **Deed.** An executed Quit-Claim Deed to the Property.

6.2.2. **Surrender Agreement.** A copy of the duly executed Surrender Agreement.

6.2.3. **Certificate of Proper Zoning.** A duly executed Certificate of Proper Zoning in the form set forth in Exhibit ___ hereto.

6.2.4. **Other Documents.** Such other documents, instruments, certifications and confirmations as may be reasonably required by Purchaser to fully effect and consummate the transactions contemplated hereby.

6.3. Purchaser's Deliveries. At Closing, Purchaser shall deliver to Seller the following:

6.3.1. **Purchase Price.** The Purchase Price as set forth in Section 1 hereof, plus or minus prorations provided for herein.

6.3.2. **Other Documents.** Such other documents, instruments, certifications and confirmations as may reasonably be required by Seller to fully effect and consummate the transactions contemplated hereby.

6.4. Joint Deliveries. At Closing, Seller and Purchaser shall jointly deliver to each other the following:

6.4.1. **Closing Statement.** An agreed upon closing statement.

6.4.2. **Transfer Tax Filings.** Executed documents complying with the provisions of all federal, state, county and local law applicable to the determination of transfer taxes.

6.4.3. **Subdivision Plat.** A subdivision plat subdividing the Property from the larger parcel currently owned by the Seller and described on Exhibit B.

6.5. Taxes and Assessments

6.5.1. **Payments by Seller.** All installments of real property taxes on the Property which are due and owing on or prior to the Closing Date shall be paid by Seller prior to or at Closing.

6.5.2. **Credits to Purchaser.** Purchaser shall receive a credit against the Purchase Price for all installments of real property taxes on the Property for the calendar year immediately preceding the Closing Date which are not yet due and owing as of the Closing Date. Real property taxes for the calendar year of the Closing shall be prorated from January 1 of such calendar year to the Closing Date based on the latest available assessment, and the Purchaser shall receive an additional credit against the Purchase Price for the amount so calculated.

6.6. **Closing Costs.** Seller shall pay the following costs: Seller's attorneys' fees, any transfer taxes or sales taxes and the cost of documentary stamps, and the cost for recording releases of any and all liens to be released at Closing. Purchaser shall pay all other closing costs, including, but not limited to, Purchaser's attorneys' fees and recording fees for recording the deed and subdivision plat.

6.7. **Brokerage Commissions.** Seller represents to Purchaser that no real estate broker has been engaged by Seller with regard to this transaction. Purchaser represents to Seller that no real estate broker has been engaged by Purchaser with regard to this transaction. No broker other than those named in this Section 6.7 is entitled to a fee or commission as a result of consummation of this Agreement. Each party (the "Indemnifying Party") agrees to indemnify and hold the other harmless against any brokerage commissions due to any other real estate broker having been engaged by or claiming to have been engaged by the Indemnifying Party with regard to this transaction.

6.8. **Special Assessments.** Seller will pay any unpaid special assessments against the Property confirmed prior to the Closing Date. Seller knows of no proceeding for special assessments against the Property.

7. **Default.** If Seller wrongfully refuses to close the sale of the Property to Purchaser or is unable to close the sale of the Property under the terms of this Agreement, the same shall constitute a breach of this Agreement and Purchaser shall be entitled to all remedies under Illinois law at the time of the breach, including, without limitation, termination of this Agreement; specific performance, with the rights, but not the obligation, to perform Seller's covenants and agreements hereunder and to deduct the cost and expense of such performance from the Purchase Price payable hereunder; and the right to recover as an element of its damages, reasonable attorneys' fees and court costs and all other damages that Purchaser will suffer as a result of Seller's breach or default hereunder.

If Purchaser wrongfully refuses to close the Purchase of the Property and pay the Purchase Price to Seller then Seller shall be entitled to pursue any remedies available at law or in equity (including but not limited seeking specific performance). Moreover, in the event of a breach by Purchaser, Seller shall also be entitled to collect as an element of its damages, reasonable attorneys' fees and court costs.

8. Eminent Domain. If, prior to the Closing, any portion or portions of the Property shall be taken by any proceeding in the nature of eminent domain from and after the date hereof, Purchaser, within fifteen (15) days after Purchaser receives notice of such taking, shall be entitled to declare this Agreement null and void. In the event of termination, the parties shall have no further rights or liabilities under this Agreement. If Purchaser has not notified Seller of its election to terminate within the aforesaid time period, this Agreement shall continue in full force and effect and there shall be no abatement of the Purchase Price. Seller shall be relieved, however, of the duty to convey title to the portion or portions of the Real Property so taken, but Seller shall, at Closing, assign to Purchaser all of Seller's rights and claims in and to any unpaid awards arising from such taking and credit to Purchaser on account of the Purchase Price all awards therefor collected by Seller (less all reasonable costs and expenses, including, without limitation, attorneys' fees, expenses and court costs incurred by Seller to collect such awards).

9. Miscellaneous. It is further understood and agreed as follows:

9.1. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

9.2. Survival. The covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.

9.3. Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

9.4. Time. Time is of the essence of this Agreement.

9.5. Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and assigns of the parties hereto.

9.6. Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Purchaser. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

9.7. Integrated Agreement. This Agreement, along with the Redevelopment Agreement entered into by the parties contemporaneously herewith and incorporated herein, constitutes the entire agreement between Purchaser and Seller relating to the purchase of the Property, and there are no agreements, understandings, restrictions, warranties or representations between Purchaser and Seller other than those set forth herein.

9.8. Choice of Law. It is the intention of Seller and Purchaser that the laws of Illinois shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Purchaser and Seller.

9.9. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO PURCHASER:

Riverway Property Management, LLC

WITH COPY TO:

Hasselberg Grebe Snodgrass Urban &
Wentworth
Attn: David Wentworth
401 Main Street, Suite 1400
Peoria, IL 61602
dwentworth@hgsuw.com

IF TO SELLER:

City of Pekin
Attn: City Manager
111 S. Capitol
Pekin, IL 61554

WITH COPY TO:

Miller, Hall & Triggs, LLC
Attn: Katherine Swise
416 Main Street, Suite 1125
Peoria, IL 61602
Katherine.swise@mhtlaw.com

or to such other address as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by email, telex, telefax, or other telegraphic method; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

[SIGNATURES ON FOLLOWING PAGE]

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

PURCHASER:

RIVERWAY PROPERTY
MANAGEMENT, LLC, an Illinois limited
liability company,

By: _____

Name:

Its:

SELLER:

CITY OF PEKIN, an Illinois municipal
corporation

By: _____
Mark Luft, Mayor

Attest: _____
Sue McMillan, City Clerk

EXHIBIT A**LEGAL DESCRIPTION**

A part of RIVERWAY BUSINESS PARK 3RD ADDITION in a part of the Southeast Quarter of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, as shown on Plat of Survey recorded February 21, 2007 in Plat Book EEE Page 7, as Document No. 200700003584 more particularly described as follows:

Beginning at the northwest corner of Lot 1A in said Riverway Business Park 3rd Addition as shown on Plat of Survey recorded June 25, 2013 in Plat Book KKK Page 74, as Document No. 201300012531, thence South 00°56'23" East (bearings based on Illinois State Plane Coordinate System, NAD83 (2011), West Zone) along the west line of said Lot 1A and along the extension thereof 2340.48 feet to a point on the north line of TRACT 1 as described in Trustee's Deed recorded September 12, 2018 as Document No. 201800012595; thence South 88°45'49" West along said north line 1073.21 feet to a point on the east right of way line of the Illinois Central Railroad; thence North 00°51'25" West along said east right of way line 2347.14 feet to the intersection of said east right of way line and the south right of way line of Hanna Drive; thence North 89°07'09" East along said south right of way line 1069.81 feet to the Point of Beginning.

The above described parcel to be known as LOT 2 IN RIVERWAY BUSINESS PARK 3RD ADDITION. Said LOT 2 contains 57.654 acres, more or less.

PIN: a part of: 10-10-10-400-006

EXHIBIT B
Plat of Survey

Attachment: Purchase Agreement Revised FINAL (2762 : Ordinance No. 3014--21/22 Sale of City-Owned Property to Riverway Property

PLAT OF SURVEY

LOT 2 IN RIVERWAY BUSINESS PARK 3RD ADDITION, A PART
OF THE SE 1/4 OF SECTION 10, TOWNSHIP 24 NORTH,
RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN

LEGAL DESCRIPTION - LOT 2 IN RIVERWAY BUSINESS PARK 3RD ADDITION

A part of RIVERWAY BUSINESS PARK 3RD ADDITION in a part of the Southeast Quarter of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, as shown on Plat of Survey recorded February 21, 2007 in Plat Book EEE Page 7, as Document No. 200700003584 more particularly described as follows:

Beginning at the northwest corner of Lot 1A in said Riverway Business Park 3rd Addition as shown on Plat of Survey recorded June 25, 2013 in Plat Book KKK Page 74, as Document No. 201300012531, thence South 00°56'23" East (bearings based on Illinois State Plane Coordinate System, NAD83 (2011), West Zone) along the west line of said Lot 1A and along the extension thereof 2340.48 feet to a point on the north line of TRACT 1 as described in Trustee's Deed recorded September 12, 2018 as Document No. 201800012595; thence South 88°45'49" West along said north line 1073.21 feet to a point on the east right of way line of the Illinois Central Railroad; thence North 00°51'25" West along said east right of way line 2347.14 feet to the intersection of said east right of way line and the south right of way line of Hanna Drive; thence North 89°07'09" East along said south right of way line 1069.81 feet to the Point of Beginning.

The above described parcel to be known as LOT 2 IN RIVERWAY BUSINESS PARK 3RD ADDITION. Said LOT 2 contains 57.654 acres, more or less.

STATE OF ILLINOIS)
County of Tazewell) ss

I, Plat Officer for the City of Pekin, in the County of Tazewell, State of Illinois, do hereby accept the above survey as conforming to the requirements of 765 ILCS Section 205/2.

Given under my hand and seal this _____ day of _____, 2021 .

CITY OF PEKIN PLAT OFFICER

STATE OF ILLINOIS)
County of Tazewell) ss

I, _____, Clerk of Tazewell County, do hereby certify that I have this day examined the tax records of the property shown on the attached Plat and find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the tract of land described in said Plat. Given under my hand and seal of this county

this _____ day of _____, 2021.

COUNTY CLERK

DEPUTY CLERK

STATE OF ILLINOIS)
County Of Tazewell) ss

I, _____, a Notary Public in and for the County of Tazewell, State of Illinois, do hereby certify that _____, personally known to me and to be said persons whose names are subscribed to the accompanying plat and certification, each appeared before me this day in person and has acknowledged that he has signed and sealed the said plat and certification as his free and voluntary act for the uses and purposes therein set forth, given under my hand and seal

this _____ day of _____, 2021.

NOTARY PUBLIC

COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF PEORIA) ss

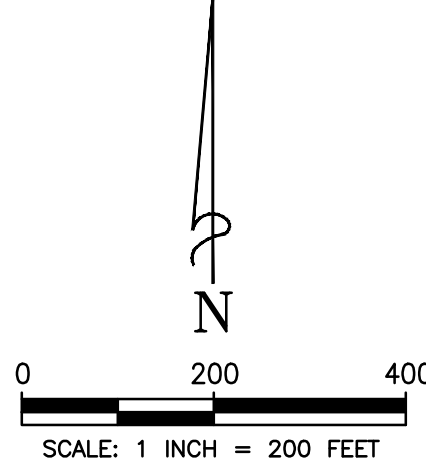
We, Maurer-Stutz, Inc., Illinois Professional Design Firm number 184-005754, do hereby certify that we have surveyed Lot 2 of Riverway Business Park 3rd Addition, being part of the Southeast Quarter of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, City of Pekin, Tazewell County, Illinois, and that the attached plat is a true and correct representation of said subdivision.

We further certify that said subdivision is within the City of Pekin, Illinois, a municipality which has adopted a city plan and is exercising the special powers authorized by Division 12 of Article 11 of the Illinois Municipal Code as amended.

Dated at Peoria, Illinois, this _____ day of _____, 2021 A.D.
MAURER-STUTZ, INC.

Steven P. Ford
Illinois Professional Land Surveyor #3653
License Expires 11/30/2022

This professional service conforms to the current Illinois minimum standards for subdivision surveys.

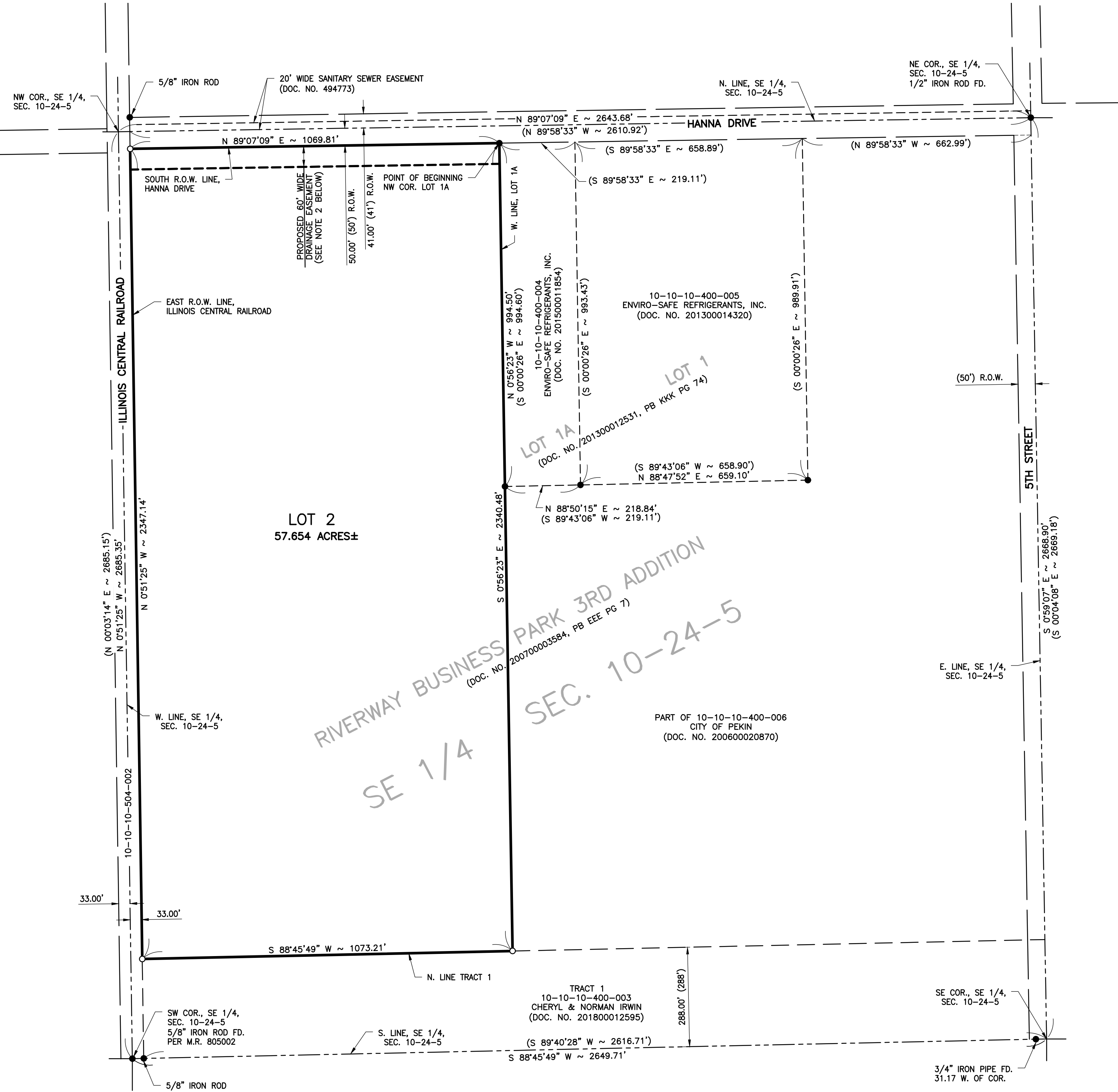


SURVEYED BEARINGS BASED ON NAD83 (2011), 1202 WEST ZONE

LEGEND	
●	IRON SURVEY MONUMENT FOUND
○	IRON ROD SET
—	SURVEYED BOUNDARY
- - -	SECTION LINE
- - -	DEED LINE
- - -	RIGHT OF WAY LINE
()	RECORD OR PRIOR SURVEY DATA



LOCATION MAP



GENERAL NOTES:

- Proposed LOT 2 shown hereon is part of current Property Identification Number (PIN) 10-10-10-400-006.
- The Proposed 60' Wide Permanent Drainage Easement along the north side of LOT 2 as shown hereon will be the responsibility of the City of Pekin for all future maintenance within said easement.
- The Subdivision is within Zone X (areas determined to be outside the 0.2% annual chance floodplain) as shown on Flood Insurance Rate Map of Tazewell County, Illinois, Panel 175 of 500 (Map No. 17179C0175E, Community Panel No. 170654 0175 E) effective February 17, 2017.
- Field survey completed August 17, 2021.

REVISIONS	
No.	Description

PEORIA, IL 3115 N. ORES LANE, SUITE 100 | PEORIA, IL 61604 | (309) 693-7615 | FAX (309) 693-7616
CANTON, IL 1570 EAST ASH STREET | CANTON, IL 61520 | (309) 647-7811 | FAX (309) 647-5455
MUNCIE, IN 1830 W. ALGORE AVENUE | MUNCIE, IN 47304 | (765) 773-6228 | FAX (309) 693-7616
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE #184-005754
www.mstutz.com *WORKING WITH YOU TO DESIGN*

PLAT OF SURVEY

RIVERWAY CRAFT GROW

Sheet Title:

Project:

RP BUILDING MANAGEMENT, LLC

Client:

Field Bk:
C 233
Drawn By:
KDR
Reviewed By:
SPF
Date:
August 19, 2021
Project No.:
23120007.00
Drawing:

1

1 OF 1

EXHIBIT C
Redevelopment Agreement

Attachment: Purchase Agreement Revised FINAL (2762 : Ordinance No. 3014--21/22 Sale of City-Owned Property to Riverway Property



REQUEST FOR COUNCIL ACTION

Agenda Date: September 13, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Ordinance No. 3015-21/22 Redevelopment Agreement with Riverway Property Management, LLC

ACTION REQUESTED: Approve and Adopt the Ordinance.

DESCRIPTION: Riverway Property Management, LLC (the "Developer") is interested to move its development site location from Enterprise Drive (behind PAL Health) to a new location at 300 Hanna Drive. The subject parcel is south of Hanna Drive and bordered by Fifth Street to the east, Hanna Drive to the north, and a railroad right-of-way to the west, PIN 10-10-400-006.

The Developer is proposing to purchase approximately 57.654 acres on the west side of the parcel (the "Property") and construct a cannabis dispensary and cannabis craft grower facility on the Property (the "Development"). Those facilities will be leased to Riverway Craft Laboratories, LLC, which will operate the dispensary and craft grow operations. All operations will be run pursuant to state law. A site plan of the facilities is also attached. Below are additional details about each operation:

Craft Grow Facility:

- a. Development: The initial construction will include an approximately 19,881 square foot operations building, 2,000 square foot warehouse, a greenhouse and other facilities. The facility will also accommodate a potential infuser building of more than 15,000 square feet.
- b. Employment: With the initial construction with the Phase I Greenhouse, it is estimated that the Facility will have 20 employees. With the Phase 2 and Phase 3 Greenhouse, we anticipate that 40 employees will be employed.

Dispensary:

- a. Development: 3,500 square foot building.
- b. Employment: It is estimated that initially, 8 employees will be employed for the dispensary.

Construction of the initial phase of the Craft Grower Facility is estimated to be completed within 6 to 12 months after approval from the State of Illinois. The construction commencement date of the Dispensary is unknown at this time.

The Developer has received special use approvals from the City Council to operate both the craft grower facility and dispensary in the I-1 zoning district. The Developer will:

- remain in compliance with a 400 ft. separation requirement from residential properties;
- exceed minimum parking requirements; and
- have all of the required approvals from the state necessary for the construction and operation of a craft grow facility and dispensary.

The Developer desires this location for expansion purposes if the State ever increases its 14,000 sq. ft. max growing limitation. Developer also acknowledged that they would be giving up its existing approval for the craft grow and dispensary behind PAL Health once they purchase this land from the City.

FINANCIAL IMPACT: The Developer is offering to purchase the land from the City for \$100 and is forgoing a request to ask for additional TIF incentives beyond reimbursement for costs related to utility extensions and minimal site work, all totaling \$150,000. The project should generate over \$2.5-\$3 million in TIF increment for the City over the remaining life of the Southern Industrial Park TIF District.

Attached is a TIF redevelopment agreement that has the following conditions:

1. The City agrees to sell the Property to the Developer for \$100.
2. In the event the Developer fails to timely complete the Project within 12 months, the City shall have the option to purchase the Property back from the Developer for the same sum of \$100.

3. Upon timely completion of the Project, the City agrees to reimburse the Developer for a portion of its TIF Project Costs related to utilities extension and site preparation for the Project, up to a total cumulative amount not to exceed \$150,000. Said reimbursements shall be made by the City to the Developer as follows: \$50,000.00 on or before December 31, 2024; up to \$50,000.00 on or before December 31, 2025 and up to \$50,000.00 on or before December 31, 2026.
4. In the event the Developer fails to timely complete the Project as set forth herein, the City shall have no obligation to provide any of the reimbursements to the Developer.

Staff recommends approval.

Amount:	\$150,000 over three future fiscal years
Line Item:	273-273-591200
Budgeted Amount:	N/A
Remaining Funds:	N/A

IMPACT IF APPROVED: City will enter into redevelopment agreement with the Developer

IMPACT IF DENIED: City will not enter into redevelopment agreement with the Developer

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

5 Year CIP. The Five-Year Capital Improvement Plan reflects all current and future capital improvement needs of the City of Pekin. The Plan is designed to be updated annually by staff and submitted to the Council for review and approval prior to the annual budget process.

Enhance Code Enforcement Services. The Council understands the importance of a strong Code Enforcement Program in that it has an impact on many facets of living and doing business inside the City of Pekin.

Business Friendly Community. The Council strives to bring new businesses to Pekin while helping to maintain and expand all existing businesses. It is therefore essential to work cooperatively to make Pekin a "Business-Friendly" Community.

Efficient and Effective Municipal Operations. A fundamental responsibility of elected officials, City Staff and Employees is the exercise of good stewardship over public funds. Therefore, it is important that municipal services be delivered with maximum efficiency and effectiveness

Police & Fire Pension Obligation. To meet the 90% funding level by the year 2040 it is essential the City plan carefully and maintain financial discipline to meet its \$63 million dollar obligation.

Employee Residency. It is the goal of the Council to develop a policy that encourages more full-time non-union employees who participate in a City funded pension program to reside within the city limits of Pekin.

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/9/2021

Mark A. Rothert

Mark A. Rothert, City Manager

9/10/2021

Date:

ADOPTED AND APPROVED at a regular meeting of the City Council of the City of Pekin this _____ day of _____, 20____.

MAYOR

ATTEST:

CITY CLERK

CITY OF PEKIN, ILLINOIS

ORDINANCE NO. _____

PEKIN SOUTH INDUSTRIAL PARK TAX INCREMENT FINANCING DISTRICT

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING (TIF) DISTRICT REDEVELOPMENT AGREEMENT

by and between

THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

RIVERWAY PROPERTY MANAGEMENT, LLC

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS
ON THE 13TH DAY OF SEPTEMBER, 2021.**

CITY OF PEKIN, ILLINOIS: ORDINANCE NO. _____

PEKIN SOUTH INDUSTRIAL PARK TIF DISTRICT

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF PEKIN**and****RIVERWAY PROPERTY MANAGEMENT, LLC**

The Mayor and City Council of the City of Pekin, Tazewell County, Illinois, an Illinois home rule municipality (the “City”), have determined that this Redevelopment Agreement is in the best interest of the citizens of the City of Pekin.

THEREFORE, be it ordained by the Mayor and City Council of Pekin, Illinois, in the County of Tazewell, as follows:

1. The TIF Redevelopment Agreement with Riverway Property Management, LLC (the “Developer”), in substantially the form set forth in the attached **Exhibit A**, with such modifications as the Mayor, deems appropriate, is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Pekin is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 13th day of September, 2021.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

[the remainder of this page is intentionally blank]

PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of Pekin this 13th day of September, 2021.

MAYOR AND CITY COUNCIL	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
John Abel				
Becky Cloyd				
Dave Nutter				
Lloyd Orrick				
Rick Hilst				
Karen Hohimer				
Mark Luft, Mayor				

APPROVED: _____, Date ____/ ____ / 2021
Mayor

ATTEST: _____, Date: ____/ ____ / 2021
City Clerk, City of Pekin

Attachment: **EXHIBIT A.** Redevelopment Agreement by and between the City of Pekin and Riverway Property Management, LLC.

Attachment: Riverway Property Management LLC - Pekin Ind Park TIF_Riverway Property Management LLC_RDA_Nic's Blueline (2754 :

H:\PEKIN\Ind Pk TIF\Agreements\RDA\Riverway Property Management - September 2021\Pekin So Ind TIF_Riverway Craft Laboratories,
LLC_Ordinance_7 September 2021.wpd

EXHIBIT A

TAX INCREMENT FINANCING (TIF) DISTRICT REDEVELOPMENT AGREEMENT

by and between

THE CITY OF PEKIN

and

RIVERWAY PROPERTY MANAGEMENT, LLC

Attachment: Riverway Property Management LLC - Pekin Ind Park TIF_Riverway Property Management LLC_RDA_Nic's Blueline (2754 :

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF PEKIN, TAZEWELL COUNTY, ILLINOIS

and

RIVERWAY PROPERTY MANAGEMENT, LLC

PEKIN SOUTH INDUSTRIAL PARK
TAX INCREMENT FINANCING DISTRICT

SEPTEMBER 13, 2021

TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF PEKIN

&

RIVERWAY PROPERTY MANAGEMENT, LLC

PEKIN SOUTH INDUSTRIAL PARK TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 13th day of September, 2021, by the **City of Pekin**(the “City”), an Illinois Municipal Corporation, Tazewell County, Illinois, and **Riverway Property Management, LLC** (the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

WHEREAS, on October 22, 2012, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Pekin South Industrial Park Tax Increment Financing District** (the “TIF District”); and

WHEREAS, one such property is currently owned by the City and is to be acquired by the Developer and is located at 300 Hanna Drive, Pekin, Illinois 61554, currently Parcel Identification Number (the western 57-acre part of) 10-10-400-006, as shown on the plat attached hereto as Exhibit 4 (the “Property”) and said Property is in need of development and integral to the development of the TIF District; and

WHEREAS, pursuant to Section 65 ILCS 5/11-74.4 of the TIF Act, a municipality may sell municipal owned real estate in a manner and at such price as the municipality determines is reasonable and necessary to achieve the objectives of the TIF Redevelopment Plan and Project, and may do so only after approval of an ordinance by the corporate authorities and after public disclosure of the terms of such disposition and all bids and proposals received in response to the City’s request; and

WHEREAS, the City has publicly issued a request for proposals for the Property and has received and considered all bids submitted in response thereto, and the City has determined that the project described in the Developer’s proposal submitted in response to said request for proposal is consistent with the TIF District Plan and is the best and most suitable use for the Property; and

WHEREAS, the Parties have agreed that the City shall sell the Property to the Developer pursuant to the terms of a certain Real Estate Purchase Agreement, and pursuant to the terms of this Redevelopment Agreement. Said Real Estate Purchase Agreement (the “Purchase Agreement”) is attached hereto as **Exhibit 1** and fully incorporated herein by this reference; and

WHEREAS, upon acquiring the Property, the Developer shall proceed promptly with plans to construct an approximate 20,000 square foot cannabis craft growing facility (the “Craft Grow Project”) and, upon the granting of a license from IDFPR, an approximate 3,500 square foot cannabis dispensary (the “Dispensary Project”) located thereon (the Craft Grow Project and Dispensary Project shall be referred to collectively as the “Project”); and

WHEREAS, the Developer will lease the Property to Riverway Craft Laboratories, LLC (“RCL”), which currently has cannabis craft grower license No 2108010109-CG, effective August 1, 2021, and which will apply for licensing and operate the facilities on the Property; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax, which increased taxes will be used, in part, to finance incentives to assist this Developer’s Project; and

WHEREAS, the City has the authority under the Act to incur Redevelopment Project Costs (“Eligible Project Costs”) and to reimburse Developer for such costs; and

WHEREAS, pursuant to Illinois Statute 65 ILCS 5/8-1-2.5, the City has the authority to appropriate and expend funds for economic development purposes, including without limitation, the making of grants to any commercial enterprise that is necessary or desirable for the promotion of economic development within the municipality; and

WHEREAS, the Developer has requested that incentives for the development be provided by the City and that such incentives include the sale of the Property by the City to the Developer for the sum of One Hundred Dollars (\$100.00), and the reimbursement of certain TIF Eligible Project Costs which are set forth in Exhibit 2 attached hereto; and

WHEREAS, the City has determined that this Project requires the incentives requested and that said Project will, as a part of the Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration, to develop underutilized property, and to provide employment for its citizens and generally to enhance the economy of the City; and

WHEREAS, the City is entering into this Agreement to induce the Developer to acquire the Property and complete the Project; and

WHEREAS, in consideration of the execution of this Agreement and in reliance thereon, the Developer has proceeded with its plans to complete the Project as set forth herein.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement, and are to be construed as binding statements of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the

material violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.

4. The Developer shall complete the Craft Grow Project within twelve (12) months from the date of closing on the Property, subject to extension due to Force Majeure (defined below), and further subject to any extension granted by the Illinois Department of Agriculture. The Project will be deemed complete when the Developer has constructed the Craft Grow Project as defined herein.
5. The Developer shall complete the Dispensary Project within twelve (12) months from the date of RCL's receipt of a license to operate a dispensary on the Property from the Illinois Department of Financial and Professional Regulation, subject to extension due to Force Majeure (defined below), and further subject to any extension granted by the Illinois Department of Financial and Professional Regulation.
6. The City shall not alter its ordinances or otherwise approve the location of a craft grow facility within 1500 feet of the Property, or allow any place of worship, public or private nursery school, preschool, primary or secondary school, college, university, community or junior college, vocational or trade school, learning center or academy, driving school, cosmetology school, day care center, licensed day care home or group day care home, part day child care facility, licensed residential care home, or area zoned for residential use within 400 feet of the property.
7. The City shall approve the Developer's application for special use previously filed and approved by the City's Zoning Board of Appeals, and shall not require any further renewals or fees related to such special use.
8. Upon request from the Developer, the City shall promptly provide to the Developer a certified copy of the City's cannabis ordinances, and a certified copy of the special use approval for the Craft Grow Project and the Dispensary Project.
9. The City will comply with the Purchase Agreement in all respects, including, without limitation the deliverables required therein.
10. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the “Pekin South Industrial Park TIF District” which includes the Developer’s Property. The City has approved the following incentives for the Developer’s Project.

C. INCENTIVES

In consideration for the Developer completing its Project, the City agrees to extend to Developer the following incentives to assist Developer’s Project:

1. The City agrees to sell the Property to the Developer pursuant to the terms set forth in the Purchase Agreement and this Redevelopment Agreement. The purchase price for the Property shall be One Hundred Dollars (\$100.00). The Developer shall pay the purchase price of \$100.00 on or before the date of closing on the Property.
 - a. In the event the Developer fails to timely complete the Craft Grow Project pursuant to Section A(4) above absent extensions due to Force Majeure as set forth herein, the City shall have the option to purchase the Property back from the Developer for the sum of One Hundred Dollars (\$100.00) upon written notice of the same from the City to the Developer. The Developer agrees that in such event, it shall cooperate with the City in executing any and all documents necessary to complete said transaction of the Property back to the City.
2. In addition, upon timely completion of the Craft Grow Project, the City agrees to reimburse the Developer for a portion of its TIF Eligible Project Costs which are verified pursuant to Section E below, related to utilities extension and site preparation for the Project, up to a total cumulative amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00). Said reimbursements shall be made by the City to the Developer as follows:
 - a. The City shall reimburse the Developer the amount of up to \$50,000.00 on or before December 31, 2024.
 - b. The City shall then reimburse the Developer the amount of up to \$50,000.00 on or before December 31, 2025.
 - c. The City shall then reimburse the Developer the amount of up to \$50,000.00 on or before December 31, 2026.
3. In the event the Developer fails to timely complete the Craft Grow Project as set forth herein, the City shall have no obligation to provide any of the reimbursements to the Developer as set forth in Section C(2) above.

D. COOPERATION OF THE PARTIES

The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer’s Project. This includes without limitation the City

assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, or subsidy which may be available as the result of the Developer's or City's activities; prompt issuance of all building permits, site plan approvals, as-built occupancy approvals; approval of expansion, modifications, variances and alterations as may be required by the Illinois Department of Agriculture or Illinois Department of Financial and Professional Regulation; facilitate prompt meetings of the Riverway Business Park Committee and vote in favor of any variances or approvals required by such committee; prompt consideration of Developer's or RCL's future requests for approval for infuser, processor, and/or transporter facilities; and approval of environmental efficiency programs mandated by or established as a condition of continued licensure by the State of Illinois. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award or subsidy which may be available as the result of the City's or Developer's activities.

E. VERIFICATION OF TIF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (attached hereto as Exhibit "3") submitted time to time by the Developer to the City's TIF Administrator Jacob & Klein, Ltd. and the Economic Development Group, Ltd. (collectively, the "Administrator"), and subject to the Administrator's approval of the costs and to the availability of funds in the TIF District Special Account.
2. All requisitions must be accompanied by verified bills or statements of suppliers, contractors or professionals together with mechanic's lien waivers, cancelled checks, bills marked paid or other proof of payment from each of the parties entitled to a payment that is the subject of the requisition as required by the City.
3. In order for the Developer to receive reimbursement of TIF Eligible Project Costs for costs it has incurred for the project, any such costs must be submitted on or before that date that is Twenty-Four (24) months from the date of completion of the Project. Any costs submitted after this deadline will not be eligible for reimbursement.
4. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) business days after receipt of said Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator, the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
5. All TIF Eligible Project Costs which are approved by the Administrator shall then be paid by the City pursuant to the terms set forth in Section C above.

F. DEFAULT; CURE; REMEDIES

In the event of a default under this Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other party (the

“Nondefaulting Party”) shall have an action for damages, or in the event damages would not fairly compensate the Non-defaulting Party’s for the Defaulting Party’s breach of this Agreement, the Nondefaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement. The sole remedies of the City in the event of a breach by Developer is the repurchase of the Property as provided in Section C.1.a. of this Agreement, and the release of any obligation on the part of the city to provide the reimbursements provided for in Section C(2) of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Agreement, it shall not be deemed to be in default under this Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Nondefaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any non-monetary covenant as and when it is required to under this Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) days period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

G. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. The Developer agrees to complete the Craft Grow Project as provided in Section A.3 of this Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, pandemics during which the Governor of the State of Illinois or other appropriate government agency issues an order that prevents the ability of either of the Parties hereto from completing of any of the obligations set forth herein, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City’s agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

H. ASSIGNMENT

The rights and obligations of the Developer under this Agreement shall not be assignable.

I. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing.

No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

J. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

K. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the Party or an officer, agent or attorney of the Party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

To Developer:

Riverway Property Management, LLC
c/o Dr. Aaron Rossi, Manager
1805 Riverway Drive
Pekin, IL 61554

To City:

City Clerk
City Hall
111 S. Capitol Street
Pekin, Illinois 61554
Telephone: (309)477-2300
With copy to:
Jacob & Klein, Ltd.
Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, Illinois 61704
Telephone: (309)664-7777

L. SUCCESSORS IN INTEREST

Subject to the Provisions of *Section H* above, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

M. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the Parties to this Agreement shall be construed by the Parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such Parties.

N. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website at:

<https://www.illinois.gov/idol/FAQs/Pages/prevaling-wage-faq.aspx>. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

O. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

P. WARRANTY OF SIGNATORIES

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

Q. TERM OF THE AGREEMENT

This Agreement shall expire upon the Developer receiving all of the incentives set forth herein. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Developer vacates the Property.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Pekin, Illinois.

CITY OF PEKIN, ILLINOIS

By: _____

Mayor

ATTEST:

City Clerk

**DEVELOPER:
RIVERWAY PROPERTY
MANAGEMENT, LLC**

By: _____

Name: _____

Title: _____

EXHIBIT 1
PURCHASE AGREEMENT

EXHIBIT 2**SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS****Riverway Property Management, LLC**

Pekin South Industrial Park TIF District, City of Pekin, Tazewell County, Illinois

Project Description: The Developer plans acquire the Property from the City and construct an approximate 20,000 square foot cannabis craft grow facility and an approximate 3,500 square foot cannabis dispensary located thereon.

Location: 300 Hanna Drive, Pekin, IL 61554

Parcel Numbers: (the 57-acre western part of) 10-10-400-006

Estimated TIF Eligible Project Costs:

Utilities Extensions	\$115,000.00
Site Preparation, Clearing & Grading.	\$35,000.00
Total Estimated TIF Eligible Project Costs.	\$150,000.00

*The City's reimbursement of TIF Eligible Project Costs to the Developer shall not exceed \$150,000.00 as set forth in this Redevelopment Agreement.

EXHIBIT 3

CITY OF PEKIN, ILLINOIS
PEKIN SOUTH INDUSTRIAL PARK TIF DISTRICT

PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY

RIVERWAY PROPERTY MANAGEMENT, LLC

Date _____

Attention: City TIF Administrator, City of Pekin, Illinois

Re: TIF Redevelopment Agreement, dated September 13, 2021 by and between the City of Pekin, Illinois, and Riverway Property Management, LLC (the "Developer")

The City of Pekin is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the

Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____

2. PAYMENT DUE TO: Riverway Property Management, LLC

3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in **Exhibit "1"** of the Redevelopment Agreement.

5. The undersigned certifies that:

- (i) the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
- (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and

- (iii) the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section "D"* of the Redevelopment Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth with invoices attached for all sums for which reimbursement is requested, and proof of payment of the invoices; and
 - (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and
 - (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.
6. Attached to this Request for Reimbursement is **Exhibit "1"** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

CITY OF PEKIN, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY: _____

TITLE: _____ DATE: _____

EXHIBIT 4

Plat of Developer's Property

Attachment: Riverway Property Management LLC - Pekin Ind Park TIF_Riverway Property Management LLC_RDA_Nic's Blueline (2754 :

PLAT OF SURVEY

LOT 2 IN RIVERWAY BUSINESS PARK 3RD ADDITION, A PART
OF THE SE 1/4 OF SECTION 10, TOWNSHIP 24 NORTH,
RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN

LEGAL DESCRIPTION – LOT 2 IN RIVERWAY BUSINESS PARK 3RD ADDITION

A part of RIVERWAY BUSINESS PARK 3RD ADDITION in a part of the Southeast Quarter of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, Tazewell County, Illinois, as shown on Plat of Survey recorded February 21, 2007 in Plat Book EEE Page 7, as Document No. 200700003584 more particularly described as follows:

Beginning at the northwest corner of Lot 1A in said Riverway Business Park 3rd Addition as shown on Plat of Survey recorded June 25, 2013 in Plat Book KKK Page 74, as Document No. 201300012531, thence South 00°56'23" East (bearings based on Illinois State Plane Coordinate System, NAD83 (2011), West Zone) along the west line of said Lot 1A and along the extension thereof 2340.48 feet to a point on the north line of TRACT 1 as described in Trustee's Deed recorded September 12, 2018 as Document No. 201800012595; thence South 88°45'49" West along said north line 1073.21 feet to a point on the east right of way line of the Illinois Central Railroad; thence North 00°51'25" West along said east right of way line 2347.14 feet to the intersection of said east right of way line and the south right of way line of Hanna Drive; thence North 89°07'09" East along said south right of way line 1069.81 feet to the Point of Beginning.

The above described parcel to be known as LOT 2 IN RIVERWAY BUSINESS PARK 3RD ADDITION. Said LOT 2 contains 57.654 acres, more or less.

STATE OF ILLINOIS)
County of Tazewell) ss

I, Plat Officer for the City of Pekin, in the County of Tazewell, State of Illinois, do hereby accept the above survey as conforming to the requirements of 765 ILCS Section 205/2.

Given under my hand and seal this _____ day of _____, 2021 .

CITY OF PEKIN PLAT OFFICER

STATE OF ILLINOIS)
County of Tazewell) ss

I, _____, Clerk of Tazewell County, do hereby certify that I have this day examined the tax records of the property shown on the attached Plat and find no delinquent general taxes, unpaid current general taxes, delinquent special assessments or unpaid current special assessments against the tract of land described in said Plat. Given under my hand and seal of this county

this _____ day of _____, 2021.

COUNTY CLERK

DEPUTY CLERK

STATE OF ILLINOIS)
County Of Tazewell) ss

I, _____, a Notary Public in and for the County of Tazewell, State of Illinois, do hereby certify that _____, personally known to me and to be said persons whose names are subscribed to the accompanying plat and certification, each appeared before me this day in person and has acknowledged that he has signed and sealed the said plat and certification as his free and voluntary act for the uses and purposes therein set forth, given under my hand and seal

this _____ day of _____, 2021.

NOTARY PUBLIC

COMMISSION EXPIRES

STATE OF ILLINOIS)
COUNTY OF PEORIA) ss

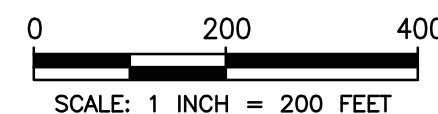
We, Maurer-Stutz, Inc., Illinois Professional Design Firm number 184-005754, do hereby certify that we have surveyed Lot 2 of Riverway Business Park 3rd Addition, being part of the Southeast Quarter of Section 10, Township 24 North, Range 5 West of the Third Principal Meridian, City of Pekin, Tazewell County, Illinois, and that the attached plat is a true and correct representation of said subdivision.

We further certify that said subdivision is within the City of Pekin, Illinois, a municipality which has adopted a city plan and is exercising the special powers authorized by Division 12 of Article 11 of the Illinois Municipal Code as amended.

Dated at Peoria, Illinois, this _____ day of _____, 2021 A.D.
MAURER-STUTZ, INC.

Steven P. Ford
Illinois Professional Land Surveyor #3653
License Expires 11/30/2022

This professional service conforms to the current Illinois minimum standards for subdivision surveys.

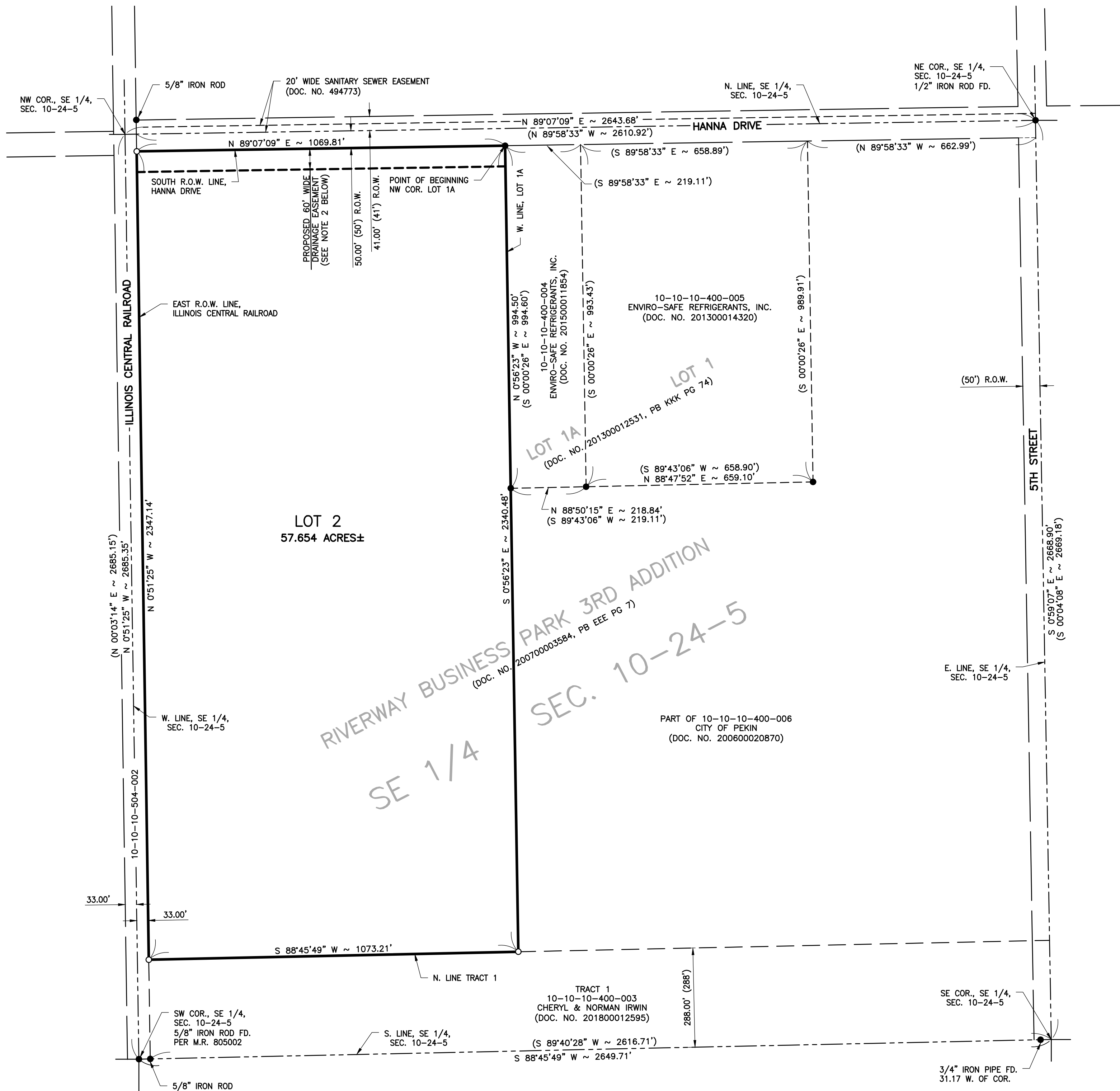


SURVEYED BEARINGS BASED ON NAD83 (2011), 1202 WEST ZONE

LEGEND	
●	IRON SURVEY MONUMENT FOUND
○	IRON ROD SET
—	SURVEYED BOUNDARY
- - -	SECTION LINE
- - -	DEED LINE
- - -	RIGHT OF WAY LINE
()	RECORD OR PRIOR SURVEY DATA



LOCATION MAP



GENERAL NOTES:

- Proposed LOT 2 shown hereon is part of current Property Identification Number (PIN) 10-10-10-400-006.
- The Proposed 60' Wide Permanent Drainage Easement along the north side of LOT 2 as shown hereon will be the responsibility of the City of Pekin for all future maintenance within said easement.
- The Subdivision is within Zone X (areas determined to be outside the 0.2% annual chance floodplain) as shown on Flood Insurance Rate Map of Tazewell County, Illinois, Panel 175 of 500 (Map No. 17179C0175E, Community Panel No. 170654 0175 E) effective February 17, 2017.
- Field survey completed August 17, 2021.

REVISIONS	
No.	Description

PEORIA, IL 3115 N. ORES LANE, SUITE 100 | PEORIA, IL 61604 | (309) 693-7615 | FAX (309) 693-7616
CANTON, IL 1570 EAST ASH STREET | CANTON, IL 61520 | (309) 647-7811 | FAX (309) 647-5455
MUNCIE, IN 1830 W. ALGORE AVENUE | MUNCIE, IN 47304 | (765) 773-6228 | FAX (309) 693-7616
ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE #184-005754
www.mstutz.com *WORKING WITH YOU TO DESIGN*

PLAT OF SURVEY

RIVERWAY CRAFT GROW

Sheet Title:

Project:

RP BUILDING MANAGEMENT, LLC

Client:

Field Bk:
C 233
Drawn By:
KDR
Reviewed By:
SPF
Date:
August 19, 2021
Project No.:
23120007.00
Drawing:

1

1 OF 1



REQUEST FOR COUNCIL ACTION

Agenda Date: September 13, 2021
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Discussion - Capital Improvement Plan

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):
 Date:

City Manager:

Mark A. Rothert

Mark A. Rothert, City Manager

9/9/2021

Mark A. Rothert

Mark A. Rothert, City Manager

9/10/2021

Date: