



City of Pekin

**CITY COUNCIL MEETING
THURSDAY, JULY 1, 2021
12:00 PM**

1.	Pledge of Allegiance
2.	Call to Order
3.	Approve Agenda
4.	Public Input
5.	Consent Agenda
5.1.	Receive & Files Bids for 5th / Parkway Concrete & ADA Ramp Project
5.1.	Receive & Files Bids for 5th / Parkway Concrete & ADA Ramp Project
6.	New Business
6.1.	Resolution No. 286-21/22 Award 5th / Parkway Concrete & ADA Ramp Project Contract ACTION REQUESTED: Approve and Adopt the Resolution.
6.2.	Resolution No. 287-20/21 Waiver and Release of Lien of Properties at 5th Street and Amanda Street PIN 04-04-35-123-005 and PIN 04-04-35-123-004 ACTION REQUESTED: Approve and Adopt the Resolution.
6.3.	Ordinance No. 2993-21/22 Approve Lease Agreement with Leman Property Management at Sunset Plaza Shopping Center for Court Street Construction Field Office ACTION REQUESTED: Approve and Adopt the Resolution.
7.	Any Other Business To Come Before The Council
8.	EXECUTIVE SESSION 5 ILCS 120/2 (c)
9.	Adjourn



REQUEST FOR COUNCIL ACTION

Agenda Date: July 1, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:



Tabulation of Bids

5.1.a



Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

Letting Date

06/30/21

Approved
Engineer's Estimate

\$627,994.50

Attended By
(IDOT Representative(s))

Bidder's Name	Otto Baum Company Inc	UCM	Knapp Concrete
Bidder's Address	866 N Main St	121 West Park St.	150 E. Martin Dr.
City, State, Zip	Morton IL 61550	Tremont, Illinois 61568	Goodfield, IL 61742
Proposal Guarantee			
Terms			

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Comb Curb Gutter Removal		Foot	2827	\$18.0000	\$50,886.00	\$13.6200	\$38,503.74	\$22.4300	\$63,409.61	\$11.0000	\$31,097.00
2	Comb CC&G TB6.12		Foot	2827	\$75.0000	\$212,025.00	\$69.0700	\$195,260.89	\$84.4200	\$238,655.34	\$47.0000	\$132,869.00
3	PC Conc Sidewalk 4		Sq Ft	16296	\$11.0000	\$179,256.00	\$11.9800	\$195,226.08	\$9.9400	\$161,982.24	\$15.5000	\$252,588.00
4	Sidewalk Removal		Sq Ft	8186	\$3.0000	\$24,558.00	\$2.9900	\$24,476.14	\$1.8900	\$15,471.54	\$3.5000	\$28,651.00
5	Detectable Warnings		Sq Ft	230	\$35.0000	\$8,050.00	\$23.3800	\$5,377.40	\$39.7100	\$9,133.30	\$45.0000	\$10,350.00
6	Driveway Pav't Rem		Sq Yd	439.6	\$18.0000	\$7,912.80	\$18.2300	\$8,013.91	\$32.9500	\$14,484.82	\$29.0000	\$12,748.40
7	PCC Driveway Pav't 6"		Sq Yd	433.7	\$120.0000	\$52,044.00	\$83.4800	\$36,205.28	\$97.2400	\$42,172.99	\$83.0000	\$35,997.10
8	Conc. Median Surf 4"		Sq Ft	820	\$8.0000	\$6,560.00	\$6.6400	\$5,444.80	\$8.2000	\$6,724.00	\$14.0000	\$11,480.00
9	Conc. Median Type SB-6.12		Sq Ft	120	\$15.0000	\$1,800.00	\$28.5800	\$3,429.60	\$46.8900	\$5,626.80	\$16.0000	\$1,920.00
10	Median Removal		Sq Ft	880	\$4.0000	\$3,520.00	\$9.0000	\$7,920.00	\$5.9600	\$5,244.80	\$12.0000	\$10,560.00
11	Inlet Adjustments		Each	18	\$1,900.0000	\$34,200.00	\$1,310.5300	\$23,589.54	\$2,299.0800	\$41,383.44	\$650.0000	\$11,700.00
12	Manhole Adjustments		Each	1	\$2,182.7000	\$2,182.70	\$1,310.5300	\$1,310.53	\$2,458.5000	\$2,458.50	\$900.0000	\$900.00
13	Traffic Control		L. Sum	1	\$20,000.0000	\$20,000.00	\$30,709.1800	\$30,709.18	\$42,468.7600	\$42,468.76	\$14,000.0000	\$14,000.00
14	Mobilization		L. Sum	1	\$25,000.0000	\$25,000.00	\$17,170.0700	\$17,170.07	\$45,021.6600	\$45,021.66	\$7,500.0000	\$7,500.00
Total Bid:						As Read:	\$592,637.16	\$694,237.80	\$562,360.50			
						As Calculated:	\$592,637.16	\$694,237.80	\$562,360.50			
						% Over/Under:	(5.63)%	10.55 %	(10.45)%			



Local Public Agency Formal Contract Proposal



COVER SHEET

Proposal Submitted By:			
Contractor's Name			
Knapp Concrete Contractors, Inc.			
Contractor's Address	City	State	Zip Code
150 E. Martin Dr.	Goodfield	IL	61742

STATE OF ILLINOIS		
Local Public Agency	County	Section Number
City of Pekin	Tazewell	21-00000-00-GM
Route(s) (Street/Road Name)	Type of Funds	
S. 5th Street & Parkway Drive	MFT	
☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate		

Submitted/Approved
For Local Public Agency:

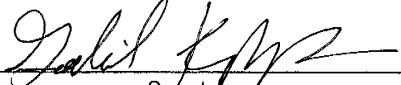
For a County and Road District Project	
Submitted/Approved	
Highway Commissioner Signature	Date
Submitted/Approved	
County Engineer/Superintendent of Highways	Date

For a Municipal Project	
Submitted/Approved/Passed	
Signature	Date
	4/19/21
Official Title	
City Engineer	

Department of Transportation	
Released for bid based on limited review	
Regional Engineer Signature	Date
	4/15/2021

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Attest:


Secretary

Secretary

Gabriel Knapp

Treasurer

Tyler Knapp

Attachment: KNAPP CONCRETE CONTRACTORS (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)



Illinois Department of Transportation

Schedule of Prices



Contractor's Name

Knapp Concrete Contractors, Inc.

Contractor's Address

150 E. Martin Dr.

City

Goodfield

State

IL

Zip Code

61742

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

Route(s) (Street/Road Name)

S. 5th Street & Parkway Drive

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Comb Curb & Gutter Removal	Foot	2827	\$11.00	\$31,097.00
2	Comb CC&G TB6.12	Foot	2827	\$47.00	\$132,869.00
3	PC Conc Sidewalk 4"	Sq Ft	16296	15.50 \$15.50	252,588.00 \$252,588.00
4	Sidewalk Removal	Sq Ft	8186	\$3.50	\$28,651.00
5	Detectable Warnings	Sq Ft	230	\$45.00	\$10,350.00
6	Driveway Pavt Removal	Sq Yd	439.6	\$29.00	\$12,748.40
7	PCC Driveway 6"	Sq Yd	433.7	\$83.00	\$35,997.10
8	Conc Median Surface 4"	Sq Ft	820	\$14.00	\$11,480.00
9	Conc Median, Type SB6.12	Sq Ft	120	\$16.00	\$1,920.00
10	Median Removal	Sq Ft	880	\$12.00	\$10,560.00
11	Inlet Adjustments	Each	18	\$650.00	\$11,700.00
12	Manhole Adjustments	Each	1	\$900.00	\$900.00
13	Traffic Control, Complete	L. Sum	1	\$14,000.00 \$14,000.00	\$14,000.00 \$14,000.00
14	Mobilization	L. Sum	1	\$7,500.00 \$7,500.00	\$7,500.00 \$7,500.00
Bidder's Total Proposal					\$562,360.50 \$562,360.50

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- A bid may be declared unacceptable if neither a unit price or total price is shown.

Attachment: KNAPP CONCRETE CONTRACTORS (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)



**Illinois Department
of Transportation**

Affidavit of Illinois Business Office



Local Public Agency City of Pekin	County Tazewell	Street Name/Road Name S. 5th St. & Parkway Dr.	Section Number 21-00000-00-GM
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I, Colin Knapp of Eureka, Illinois,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

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

Signature 	Date 06/29/2021
Print Name of Affiant Colin Knapp	

Notary Public

State of IL

County Woodford

Signed (or subscribed or attested) before me on 06/29/2021 by
(date)

Colin Knapp, authorized agent(s) of
(name/s of person/s)

Knapp Concrete Contractors, Inc.
Bidder



(SEAL)

Signature of Notary Public

My commission expires _____

Attachment: KNAPP CONCRETE CONTRACTORS (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)



**Illinois Department
of Transportation**

Apprenticeship and Training Program Certification



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	S. 5th Street & Parkway Dr.	21-00000-00-GM

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.

Union laborers	Union carpenters
Union ironworkers	Union cement finishers
Union operators	

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
Knapp Concrete Contractors, Inc.		06/29/2021
Title		
Vice President		
Address	City	State
150 E. Martin Dr.	Goodfield	IL
		Zip Code
		61742



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **DONALD J. ENDRESS, ARLEN EDELMAN, TRENT W. SCHOLL, AUSTIN ENDRESS, GABRIEL MEISS** of EAST PEORIA, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER 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 obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of February, 2021.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of February, 2021, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-0533

Signed and sealed at the City of Brookfield, WI this 30th day of June, 2021.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

LEDGESTONE ASSOCIATES LLC

Packet Pg. 10

Attachment: KNAPP CONCRETE CONTRACTORS (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)



Local Public Agency Formal Contract Proposal



COVER SHEET

Proposal Submitted By:

Contractor's Name

Otto Baum Company, Inc.

Contractor's Address

866 N. Main Street

City

Morton

State

IL

Zip Code

61550

STATE OF ILLINOIS

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

Route(s) (Street/Road Name)

S. 5th Street & Parkway Drive

Type of Funds

MFT

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

City Engineer

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Otto Baum Company, Inc.
Name of Office

866 N. Main Street, Morton, IL 61550 until 11:00 AM on 6/30/21
Address Time Date

Sealed proposals will be opened and read publicly at the office of the City Clerk
Name of Office

111 S. Capitol Street Pekin, IL 61554 at 11:00 AM on 06/30/21
Address Time Date

DESCRIPTION OF WORK

Location	Project Length
South 5th Street from Washington to Derby Street & Parkway from Willow to Lick Creek	

Proposed Improvement
 Concrete sidewalk, ADA ramps, driveway approaches, curb & inlet repairs, and collateral work.

1. Plans and proposal forms will be available in the office of
The Pekin City Engineer, Josie A. Esker. 111 S. Capitol Street Pekin, IL 61554. jaesker@ci.pekin.il.us
(309) 478-5399

2. ☒ Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
- Local Public Agency Formal Contract Proposal (BLR 12200)
 - Schedule of Prices (BLR 12201)
 - Proposal Bid Bond (BLR 12230) (if applicable)
 - Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

PROPOSAL

1. Proposal of Otto Baum Company, Inc.

Contractor's Name

866 N. Main Street, Morton, IL 61550

Contractor's Address
2. The plans for the proposed work are those prepared by the City of Pekin
and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 10/30/21 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City of Pekin Treasurer of _____.
The amount of the check is _____ 5% (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 21-00000-00-GM.

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

Route(s) (Street/Road Name)

S. 5th Street & Parkway Drive

SIGNATURES

(If an individual)

NOT APPLICABLE

Signature of Bidder

Date

--	--

Business Address

--

City

State

Zip Code

--	--	--

(If a partnership)

NOT APPLICABLE

Firm Name

--

Signature

Date

--	--

Title

--

Business Address

--

City

State

Zip Code

--	--	--

Insert the Names and Addresses of all Partners

--

(If a corporation)



Corporate Name

Otto Baum Company, Inc.

Signature

Date

	6/30/2021
--	-----------

Title

President

Business Address

866 N. Main Street

City

State

Zip Code

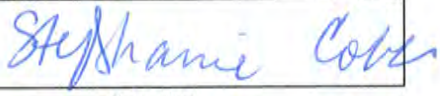
Morton	IL	61550
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Insert Names of Officers

President

Terry Baum

Attest:



Secretary

Secretary

Stephanie Cobb

Treasurer

Scott Wallace

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)



OTTO BAUM COMPANY, INC.

C O N T R A C T O R S

MASONRY ■ CONCRETE ■ EARTHWORK ■ SITE/CIVIL ■ RESTORATION

www.ottobaum.com

309-266-7114 ■ Fax 309-263-1050

866 N. Main St. ■ Morton, IL 61550

City of Pekin

Contact: Adam Watston (309) 266-7114

Job Name: 21-00000-00-GM

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Comb Curb & Gutter Removal	2,827.00	FT	13.62	38,503.74
	Comb CC&G TB6.12	2,827.00	FT	69.07	195,260.89
	PC Conc Sidewalk 4"	16,296.00	SF	11.98	195,226.08
	Sidewalk Removal	8,186.00	SF	2.99	24,476.14
	Detectable Warnings	230.00	SF	23.38	5,377.40
	Driveway Pavt Removal	439.60	SY	18.23	8,013.91
	PCC Driveway Pavement	433.70	SY	83.48	36,205.28
	Conc Median Surface 4"	820.00	SF	6.64	5,444.80
	Conc Median Type SB6.12	120.00	SF	28.58	3,429.60
	Median Removal	880.00	SF	9.00	7,920.00
	Inlet Adjustments	18.00	EA	1,310.53	23,589.54
	Manhole Adjustments	1.00	EA	1,310.53	1,310.53
	Traffic Control Complete	1.00	LS	30,709.18	30,709.18
	Mobilization	1.00	LS	17,170.07	17,170.07
GRAND TOTAL					\$592,637.16

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)



Illinois Department of Transportation

Schedule of Prices



Contractor's Name

Otto Baum Company, Inc.

Contractor's Address

866 N. Main Street

City

Morton

State

IL

Zip Code

61550

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

Route(s) (Street/Road Name)

S. 5th Street & Parkway Drive

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Comb Curb & Gutter Removal	Foot	2827	Please see attached list of prices.	
2	Comb CC&G TB6.12	Foot	2827		
3	PC Conc Sidewalk 4"	Sq Ft	16296		
4	Sidewalk Removal	Sq Ft	8186		
5	Detectable Warnings	Sq Ft	230		
6	Driveway Pavt Removal	Sq Yd	439.6		
7	PCC Driveway 6"	Sq Yd	433.7		
8	Conc Median Surface 4"	Sq Ft	820		
9	Conc Median, Type SB6.12	Sq Ft	120		
10	Median Removal	Sq Ft	880		
11	Inlet Adjustments	Each	18		
12	Manhole Adjustments	Each	1		
13	Traffic Control, Complete	L. Sum	1		
14	Mobilization	L. Sum	1		
Bidder's Total Proposal					\$0.00

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 6/11/2021
(Letting date)

Instructions: Complete this form by either typing or using black ink.
"Authorization to Bid" will not be issued unless both sides of this form are completed in detail. Use additional forms as needed to list all work.

Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate, and must include work subcontracted to others. If no work is contracted, show NONE.

	1	2	3	4	
			19-09-016	19-09-025	Awards Pending
Contract Number	Otto Baum		68E72	89749	
Contract With			IDOT	IDOT	
Estimated Completion Date			6/21	11/21	
Total Contract Price	57,699,221.00		1,609,012.00	6,613,023.00	Accumulated Totals
Uncompleted Dollar Value If Firm is the Prime Contractor	16,498,998.00	0.00	396,714.00	1,950,123.00	18,845,835.00
Uncompleted Dollar Value if Firm is the Subcontractor					0.00
Total Value of All Work					18,845,835.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

						Accumulated Totals
Earthwork			18,513.00	189,605.00		208,118.00
Portland Cement Concrete Paving			6,500.00	506,492.00		512,992.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						0.00
Aggregate Bases & Surfaces			4,062.00	205,583.00		209,645.00
Highway, R.R. and Waterway Structures			0.00			0.00
Drainage			18,478.00	339,803.00		358,281.00
Electrical						0.00
Cover and Seal Coats						0.00
Concrete Construction	3,148,456.00		97,704.00	227,953.00		3,474,113.00
Landscaping						0.00
Fencing						0.00
Guardrail						0.00
Painting						0.00
Signing						0.00
Cold Milling, Planning & Rotomilling						0.00
Demolition				163,248.00		163,248.00
Pavement Markings (Paint)						0.00
Other Construction (List)						0.00
Traffic Control			41,140.00	10,000.00		51,140.00
Building Construction	13,350,542.00					13,350,542.00
Totals	16,498,998.00	0.00	186,397.00	1,642,684.00	0.00	18,328,079.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code" Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 6/11/2021
(Letting date)

5.1.c

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Part I. Work Under Contract

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	5 20-09-005	6 20-01-009	7 20-01-010	8 20-01-011	Awards Pending	
Contract Number	70D73	68894	72L76	72L77		
Contract With	IDOT	IDOT	IDOT	IDOT		
Estimated Completion Date	11/20					
Total Contract Price	1,147,895.00	9,666,743.00	186,508.00	120,340.00		Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	79,302.00	6,732,047.00	10,006.00	28,475.00	0.00	25,695,665.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						25,695,665.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

					Accumulated Totals
Earthwork		462,111.00			670,229.00
Portland Cement Concrete Paving	22,660.00	852,868.00			1,388,520.00
HMA Plant Mix					0.00
HMA Paving					0.00
Clean & Seal Cracks/Joints					0.00
Aggregate Bases & Surfaces	19,283.00	444,560.00			673,488.00
Highway, R.R. and Waterway Structures		2,568,734.00	10,006.00	28,475.00	2,607,215.00
Drainage	15,660.00	10,649.00			384,590.00
Electrical					0.00
Cover and Seal Coats					0.00
Concrete Construction					3,474,113.00
Landscaping					0.00
Fencing					0.00
Guardrail					0.00
Painting					0.00
Signing					0.00
Cold Milling, Planning & Rotomilling					0.00
Demolition		516,386.00			679,634.00
Pavement Markings (Paint)					0.00
Other Construction (List)					0.00
Traffic Control	2,600.00	125,000.00			178,740.00
Building Construction					13,350,542.00
Totals	60,203.00	4,980,308.00	10,006.00	28,475.00	0.00
					23,407,071.00

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Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 6/11/2021
(Letting date)

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Part I. Work Under Contract

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	9 20-02-010	10	11 20-09-007	12	Awards Pending	
Contract Number	93714		89735			
Contract With	IDOT		IDOT			
Estimated Completion Date			6/21			
Total Contract Price	2,848,048.00		1,297,094.00			Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	1,844,947.00	0.00	205,059.00	0.00		27,745,671.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						27,745,671.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show NONE.

					Accumulated Totals
Earthwork	93,673.00		10,000.00		773,902.00
Portland Cement Concrete Paving					1,388,520.00
HMA Plant Mix					0.00
HMA Paving					0.00
Clean & Seal Cracks/Joints			4,000.00		4,000.00
Aggregate Bases & Surfaces	21,408.00				694,896.00
Highway, R.R. and Waterway Structures	286,845.00		0.00		2,894,060.00
Drainage	215,365.00				599,955.00
Electrical	18,468.00				18,468.00
Cover and Seal Coats					0.00
Concrete Construction	149,268.00		30,569.00		3,653,950.00
Landscaping					0.00
Fencing					0.00
Guardrail	20,901.00				20,901.00
Painting					0.00
Signing	10,524.00				10,524.00
Cold Milling, Planning & Rotomilling			65,496.00		65,496.00
Demolition	48,256.00				727,890.00
Pavement Markings (Paint)					0.00
Other Construction (List)			12,000.00		12,000.00
Traffic Control	14,530.00				193,270.00
Building Construction					13,350,542.00
Totals	879,238.00	0.00	122,065.00	0.00	24,408,374.00

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Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)



Illinois Department of Transportation

Bureau of Construction
2300 South Dirksen Parkway/Room 322
Springfield, Illinois 62764

Affidavit of Availability
For the Letting of 6/11/2021
(Letting date)

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Part I. Work Under Contract

List below all work you have under contract as either a prime contractor or a subcontractor. It is required to include all pending low bids not yet awarded or rejected. In a joint venture, list only that portion of the work which is the responsibility of your company. The uncompleted dollar value is to be based upon the most recent engineer's or owners estimate and must include work subcontracted to others. If no work is contracted, show **NONE**.

	13	14	15	16	Awards Pending	
Contract Number						
Contract With						
Estimated Completion Date						
Total Contract Price						Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	0.00	0.00	0.00	0.00		27,745,671.00
Uncompleted Dollar Value if Firm is the Subcontractor						0.00
Total Value of All Work						27,745,671.00

Part II. Awards Pending and Uncompleted Work to be done with your own forces.

List below the uncompleted dollar value of work for each contract and awards pending to be completed with your own forces. All work Subcontracted to others will be listed on the reverse of this form. In a joint venture, list only that portion of the work to be done by your company. If no work is contracted, show **NONE**.

						Accumulated Totals
Earthwork						773,902.00
Portland Cement Concrete Paving						1,388,520.00
HMA Plant Mix						0.00
HMA Paving						0.00
Clean & Seal Cracks/Joints						4,000.00
Aggregate Bases & Surfaces						694,896.00
Highway, R.R. and Waterway Structures						2,894,060.00
Drainage						599,955.00
Electrical						18,468.00
Cover and Seal Coats						0.00
Concrete Construction						3,653,950.00
Landscaping						0.00
Fencing						0.00
Guardrail						20,901.00
Painting						0.00
Signing						10,524.00
Cold Milling, Planning & Rotomilling						65,496.00
Demolition						727,890.00
Pavement Markings (Paint)						0.00
Other Construction (List)						12,000.00
Traffic Control						193,270.00
Building Construction						13,350,542.00
Totals	0.00	0.00	0.00	0.00	0.00	24,408,374.00

Disclosure of this information is **REQUIRED** to accomplish the statutory purpose as outlined in the "Illinois Procurement Code". Failure to comply will result in non-issuance of an "Authorization To Bid." This form has been approved by the State Forms Management Center.

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor			Beer Bros	Beer Bros	
Type of Work			Sawcutting	Sawcutting	
Subcontract Price			18,381.00	88,242.00	
Amount Uncompleted			4,360.00	51,497.00	
Subcontractor			Central Land	Central IL Consult	
Type of Work			Landscaping	Layout	
Subcontract Price			20,010.00	44,750.00	
Amount Uncompleted			19,010.00	17,900.00	
Subcontractor			Dunn Co	CJL Landscaping	
Type of Work			Conc Removal	Landscape	
Subcontract Price			6,503.00	25,484.00	
Amount Uncompleted			0.00	5,756.00	
Subcontractor			MCS	Enviromental Ops	
Type of Work			Traf Ctrl	Soil Analysis	
Subcontract Price			185,522.00	14,310.00	
Amount Uncompleted			36,387.00	9,290.00	
Subcontractor			Millennia	Hohulin	
Type of Work			QCQA	Fencing	
Subcontract Price			38,069.00	150,076.00	
Amount Uncompleted			7,058.00	40,737.00	
Subcontractor			Oberlander	JD Traffic	
Type of Work			Electrical	Traf Ctrl	
Subcontract Price			309,160.00	93,108.00	
Amount Uncompleted			43,457.00	47,629.00	
Subcontractor			Roadsafe	Midwest Mole	
Type of Work			Pavement Mark	Boring	
Subcontract Price			120,576.00	165,500.00	
Amount Uncompleted			87,045.00	17,500.00	
Total Uncompleted	0.00	0.00	197,317.00	190,309.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 20 day of May, 2021.

Notary Public

My commission expires 3/13/2025

(Notary Seal)

OFFICIAL SEAL
KERRI L. FEHR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03-13-25
COMMISSION NO. 852221

Type or Print Name Terry L. Baum

Officer or Director

President

Title

Signed

Company Otto Baum Co., Inc.

Address 866 N. Main St., Morton IL 61550



Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	5	6	7	8	Awards Pending
Subcontractor	Austin Engineer	Advanced Asphalt	JD Traffic	JD Traffic	
Type of Work	Layout	Bituminous	Traf Ctrl	Traf Ctrl	
Subcontract Price	6,250.00	1,259,790.00	26,980.00	30,658.00	
Amount Uncompleted	0.00	234,078.00	0.00	0.00	
Subcontractor	Beer Bros	Beer Bros	Beer Bros	Stephen's Striping	
Type of Work	Sawcutting	Sawcutting	Sawcutting	Pavement Mrk	
Subcontract Price	24,698.00	56,567.00	500.00	1,000.00	
Amount Uncompleted	0.00	33,775.00	0.00	0.00	
Subcontractor	CMW	Central Landscaping			
Type of Work	Environmental	Landscaping			
Subcontract Price	8,850.00	24,891.00			
Amount Uncompleted	0.00	18,800.00			
Subcontractor	JD Traffic	Halverson			
Type of Work	Traf Ctrl	Deck Groove			
Subcontract Price	4,600.00	8,579.00			
Amount Uncompleted	460.00	8,579.00			
Subcontractor	Bodine Electric	Kelley Ironworks			
Type of Work	Electrical	Guardrail			
Subcontract Price	38,994.00	103,175.00			
Amount Uncompleted	350.00	103,175.00			
Subcontractor	Stephens Strip	Oberlander			
Type of Work	Pvt Marking	Electrical			
Subcontract Price	5,824.00	338,000.00			
Amount Uncompleted	2,763.00	320,500.00			
Subcontractor	Earthcare	Roadsafe			
Type of Work	Landscaping	Striping			
Subcontract Price	24,131.00	378,383.00			
Amount Uncompleted	15,526.00	285,289.00			
Total Uncompleted	19,099.00	1,004,196.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 20 day of May, 2021.Type or Print Name Terry L. Baum

Officer or Director

Signed [Signature]Notary Public [Signature]My commission expires: 3/13/2025

(Notary Seal)

OFFICIAL SEAL
KERRI L. FEHR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03-13-25
COMMISSION NO. 852221

Company Otto Baum Co., Inc.Address 866 N. Main St., Morton IL 61550

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	9	10	11	12	Awards Pending
Subcontractor	Bodine		Central IL		
Type of Work	Electrical		Layout		
Subcontract Price	6,810.00		13,925.00		
Amount Uncompleted	6,810.00		0.00		
Subcontractor	Hohulin		Central Landscape		
Type of Work	Fencing		Landscaping		
Subcontract Price	16,505.00		2,531.00		
Amount Uncompleted	14,009.00		2,531.00		
Subcontractor	Homer Tree		Environ Ops		
Type of Work	Clearing		Environmental		
Subcontract Price	60,500.00		19,425.00		
Amount Uncompleted	23,000.00		2,300.00		
Subcontractor	Midwest Seed		Oberlander		
Type of Work	Erosion Ctrl		Electrical		
Subcontract Price	150,276.00		355,549.00		
Amount Uncompleted	113,511.00		23,335.00		
Subcontractor	Millennia		Road Safe		
Type of Work	QCQA		Striping		
Subcontract Price	76,970.00		108,713.00		
Amount Uncompleted	38,485.00		42,673.00		
Subcontractor	PH Broughton		Beer Bros		
Type of Work	Bituminous		Sawcutting		
Subcontract Price	559,749.00		34,253.00		
Amount Uncompleted	559,749.00		8,544.00		
Subcontractor	Reagan		Millennia		
Type of Work	Traf Ctrl		QCQA		
Subcontract Price	16,660.00		16,986.00		
Amount Uncompleted	16,660.00		3,611.00		
Total Uncompleted	772,224.00	0.00	82,994.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 20 day of May, 2021Type or Print Name Terry L. Baum

Officer or Director

Notary Public

Signed [Signature]My commission expires: 3/13/2025

(Notary Seal)

OFFICIAL SEAL
KERRI L. FEHR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03-13-25
COMMISSION NO. 852221

Company Otto Baum Co., Inc.Address 866 N. Main St., Morton IL 61550

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor			I & I	Millennia	
Type of Work			Guardrail Rem	QCQA	
Subcontract Price			13,000.00	58,589.00	
Amount Uncompleted			13,000.00	19,960.00	
Subcontractor				Tazewell Co	
Type of Work				Bituminous	
Subcontract Price				28,550.00	
Amount Uncompleted				20,991.00	
Subcontractor				Varsity	
Type of Work				Striping	
Subcontract Price				74,554.00	
Amount Uncompleted				74,554.00	
Subcontractor				Home Tree Ser	
Type of Work				Tree Removal	
Subcontract Price				21,175.00	
Amount Uncompleted				1,625.00	
Subcontractor				Track Service	
Type of Work				Railroad Crossing	
Subcontract Price				83,365.00	
Amount Uncompleted				0.00	
Subcontractor				Oberlander	
Type of Work				Electrical	
Subcontract Price				2,472.00	
Amount Uncompleted				0.00	
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	13,000.00	117,130.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 30 day of May, 2021.Type or Print Name Terry L. Baum

Officer or Director

Signed [Signature]

Notary Public

My commission expires: 3/13/2025

(Notary Seal)

OFFICIAL SEAL
KERRI L. FEHR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03-13-25
COMMISSION NO. 852221

Company Otto Baum Co., Inc.Address 866 N. Main St., Morton IL 61550

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	5	6	7	8	Awards Pending
Subcontractor		TMF Const			
Type of Work		Signage			
Subcontract Price		104,218.00			
Amount Uncompleted		104,218.00			
Subcontractor		Environmental Op			
Type of Work		Soil Analysis			
Subcontract Price		22,925.00			
Amount Uncompleted		20,675.00			
Subcontractor		JD Traffic			
Type of Work		Traf Ctrl			
Subcontract Price		25,860.00			
Amount Uncompleted		15,960.00			
Subcontractor		Quality Saw			
Type of Work		Milling			
Subcontract Price		5,937.00			
Amount Uncompleted		5,937.00			
Subcontractor		Millennia			
Type of Work		Layout			
Subcontract Price		107,658.00			
Amount Uncompleted		95,472.00			
Subcontractor		Phoenix			
Type of Work		Barriers			
Subcontract Price		75,675.00			
Amount Uncompleted		28,189.00			
Subcontractor		Midwest Fence			
Type of Work		Fencing			
Subcontract Price		59,090.00			
Amount Uncompleted		55,269.00			
Total Uncompleted	0.00	325,720.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 30 day of May, 2021.Type or Print Name Terry L. Baum

Officer or Director _____ Title _____

Signed _____

Notary Public

My commission expires: 3/13/2025

(Notary Seal)

OFFICIAL SEAL
KERRI L. FEHR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03-13-25
COMMISSION NO. 852221

Company Otto Baum Co., Inc.Address 866 N. Main St., Morton IL 61550

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	9	10	11	12	Awards Pending
Subcontractor	Stephens				
Type of Work	Striping				
Subcontract Price	2,361.00				
Amount Uncompleted	2,361.00				
Subcontractor	TMF				
Type of Work	Signage				
Subcontract Price	9,574.00				
Amount Uncompleted	9,574.00				
Subcontractor	Halverson				
Type of Work	Structures				
Subcontract Price	346,250.00				
Amount Uncompleted	181,550.00				
Subcontractor	Mid-State				
Type of Work	Reinf Steel				
Subcontract Price	3,488.00				
Amount Uncompleted	0.00				
Subcontractor	Amer. Rest.				
Type of Work	Shotcrete				
Subcontract Price	36,300.00				
Amount Uncompleted	0.00				
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	193,485.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 30 day of May, 2021.Type or Print Name Terry L. BaumOfficer or Director President TitleSigned [Signature]

Notary Public

My commission expires: 3/13/2025

(Notary Seal)

OFFICIAL SEAL
KERRI L. FEHR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03-13-25
COMMISSION NO. 852221

Company Otto Baum Co., Inc.Address 866 N. Main St., Morton IL 61550

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	13	14	15	16	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
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Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 20 day of May 2021

Type or Print Name Terry L. Baum

Officer or Director

Signed

My commission expires: 3/13/2025

Company Otto Baum Co., Inc.

Address 866 N. Main St., Morton, IL 61550

(Notary Seal)

OFFICIAL SEAL
KERRI L. FEHR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03-13-25
COMMISSION NO. 852221



Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	1	2	3	4	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 20 day of Mar, 2021

Type or Print Name Terry L. Baum

Officer or Director	Title
---------------------	-------

Signed

Notary Public

My commission expires 3/13/2025

(Notary Seal)

OFFICIAL SEAL
KERRI L. FEHR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03-13-25
COMMISSION NO. 852221

Company Otto Baum Co., Inc.

Address 866 N. Main St., Morton IL 61550



Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	5	6	7	8	Awards Pending
Subcontractor		Kadilex			
Type of Work		Reinf Steel			
Subcontract Price		265,838.00			
Amount Uncompleted		241,823.00			
Subcontractor		Omega 3			
Type of Work		Structures			
Subcontract Price		360,000.00			
Amount Uncompleted		180,000.00			
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	421,823.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 20 day of May, 2021.Type or Print Name Terry L. Baum

Officer or Director

Signed [Signature]

Notary Public

My commission expires: 3/13/2025

(Notary Seal)

OFFICIAL SEAL
KERRI L. FEHR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03-13-25
COMMISSION NO. 052221

Company Otto Baum Co., Inc.Address 866 N. Main St., Morton IL 61550

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	9	10	11	12	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 20 day of May, 2021.Type or Print Name Terry L. Baum

Officer or Director

Signed

Notary Public

My commission expires: 3/13/2025

(Notary Seal)

OFFICIAL SEAL
KERRI L. FEHR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03-13-25
COMMISSION NO. 852221

Company Otto Baum Co., Inc.Address 866 N. Main St., Morton IL 61550

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)

Part III. Work Subcontracted to Others

For each contract described in Part I, list all the work you have subcontracted to others.

	13	14	15	16	Awards Pending
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
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Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Subcontractor					
Type of Work					
Subcontract Price					
Amount Uncompleted					
Total Uncompleted	0.00	0.00	0.00	0.00	0.00

I, being duly sworn, do hereby declare this affidavit is a true and correct statement relating to ALL uncompleted contracts of the undersigned for Federal, State, County, City and private work, including ALL subcontract work, ALL pending low bids not yet awarded or rejected and ALL estimated completion dates

Subscribed and sworn to before me

this 20 day of May, 2021.

Type or Print Name Terry L. Baum

Officer or Director

Signed

My commission expires: 3/13/2025

(Notary Seal)

OFFICIAL SEAL
KERRI L. FEHR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 03-13-25
COMMISSION NO. 852221

Company Otto Baum Co., Inc.

Address 866 N. Main St., Morton IL 61550



Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	S. 5th Street & Parkway Dr.	21-00000-00-GM

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.

Mid-Central IL Regional Council of Carpenters JATC; Peoria Cement Mason, Local #18, Area 12; Peoria Iron Workers Joint Apprentice Committee (Local #112); IL Laborers and Contractor's Training Trust Fund; Peoria Operating Engineers Area Joint Apprentice Committee (Local #649); IUOE Local 841 Apprenticeship & Training; Local 965 Operating Engineers Apprenticeship; Central Illinois Carpenters JATC; Bricklayers Local #8; Champaign Cement Mason Local #143; Springfield Cement Mason Local #18; Ironworkers Local #46 JATC; Ironworkers Local #380; Central Laborers Local #477 & #703

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
Otto Baum Company, Inc.		6/30/2021
Title		
President		
Address	City	State Zip Code
866 N. Main Street	Morton	IL 61550



Local Public Agency City of Pekin	County Tazewell	Street Name/Road Name S. 5th St. & Parkway Dr.	Section Number 21-00000-00-GM
--------------------------------------	--------------------	---	----------------------------------

I, Terry Baum of Morton, Illinois,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

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



Signature 	Date 6/30/2021
Print Name of Affiant Terry Baum	

Notary Public

State of IL

County Tazewell

Signed (or subscribed or attested) before me on 6/30/2021 by
(date)

Terry Baum, authorized agent(s) of
(name/s of person/s)

Otto Baum Company, Inc.
Bidder



(SEAL)

Signature of Notary Public
My commission expires <u>8/5/2024</u>

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)



Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

Check Sheet #			Page No.
1	☐	Additional State Requirements for Federal-Aid Construction Contracts	97
2	☐	Subletting of Contracts (Federal-Aid Contracts)	100
3	☐	EEO	101
4	☐	Specific EEO Responsibilities Non Federal-Aid Contracts	111
5	☐	Required Provisions - State Contracts	116
6	☐	Asbestos Bearing Pad Removal	122
7	☐	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	123
8	☐	Temporary Stream Crossings and In-Stream Work Pads	124
9	☐	Construction Layout Stakes Except for Bridges	125
10	☐	Construction Layout Stakes	128
11	☐	Use of Geotextile Fabric for Railroad Crossing	131
12	☐	Subsealing of Concrete Pavements	133
13	☐	Hot-Mix Asphalt Surface Correction	137
14	☐	Pavement and Shoulder Resurfacing	139
15	☐	Patching with Hot-Mix Asphalt Overlay Removal	140
16	☐	Polymer Concrete	142
17	☐	PVC Pipeliner	144
18	☐	Bicycle Racks	145
19	☐	Temporary Portable Bridge Traffic Signals	147
20		Reserved	149
21	☐	Nighttime Inspection of Roadway Lighting	150
22	☐	English Substitution of Metric Bolts	151
23	☐	Calcium Chloride Accelerator for Portland Cement Concrete	152
24	☒	Quality Control of Concrete Mixtures at the Plant	153
25	☒	Quality Control/Quality Assurance of Concrete Mixtures	161
26	☐	Digital Terrain Modeling for Earthwork Calculations	177
27		Reserved	179
28	☐	Preventive Maintenance - Bituminous Surface Treatment (A-1)	180
29		Reserved	186
30		Reserved	187
31		Reserved	188
32	☐	Temporary Raised Pavement Markers	189
33	☐	Restoring Bridge Approach Pavements Using High-Density Foam	190
34	☐	Portland Cement Concrete Inlay or Overlay	193
35	☐	Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	197
36	☐	Longitudinal Joint and Crack Patching	200
37	☐	Concrete Mix Design - Department Provided	202

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)

Local Public Agency

County

Section Number

City of Pekin

Tazewell

21-00000-00-GM

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

Check Sheet #		Page No.
LRS 1	Reserved	204
LRS 2	☐ Furnished Excavation	205
LRS 3	☒ Work Zone Traffic Control Surveillance	206
LRS 4	☒ Flaggers in Work Zones	207
LRS 5	☒ Contract Claims	208
LRS 6	☒ Bidding Requirements and Conditions for Contract Proposals	209
LRS 7	☐ Bidding Requirements and Conditions for Material Proposals	215
LRS 8	Reserved	221
LRS 9	☐ Bituminous Surface Treatments	222
LRS 10	Reserved	223
LRS 11	☒ Employment Practices	224
LRS 12	☒ Wages of Employees on Public Works	226
LRS 13	☒ Selection of Labor	228
LRS 14	☐ Paving Brick and Concrete Paver Pavements and Sidewalks	229
LRS 15	☒ Partial Payments	232
LRS 16	☐ Protests on Local Lettings	233
LRS 17	☒ Substance Abuse Prevention Program	234
LRS 18	☐ Multigrade Cold Mix Asphalt	235

Attachment: OTTO BAUM COMPANY BID (2669 : Receive and File Bids for 5th / Parkway Concrete & ADA Ramp Project)



Local Public Agency City of Pekin	County Tazewell	Section Number 21-00000-00-GM
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WE, Otto Baum Company, Inc., 866 N Main St, Morton, IL 61550 as PRINCIPAL, and Travelers Casualty and Surety Company of America, One Tower Square, Hartford, CT 06183-6014 as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 30th of June, 2021
Day Month and Year

Principal

Company Name

Signature Date

By:

Title

Company Name
Otto Baum Company, Inc.

Signature Date

By:

Title
Terry L Baum, President

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety
Travelers Casualty and Surety Company of America

Signature of Attorney-in-Fact Date

By:

Claire M Fabrizius, Attorney-in-Fact

STATE OF IL
COUNTY OF

I _____, a Notary Public in and for said county do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of Month and Year

(SEAL)

Notary Public Signature

Date commission expires

STATE OF ARIZONA

COUNTY OF MARICOPA

On this 30th day of June, 2021 before me personally appeared Claire M Fabrizio with whom I am personally acquainted, who, being by me duly sworn said: That he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, CT that said seal affixed to said instrument is such corporate seal; that was so affixed by authority of the Board of Directors thereof and of his/her office under the Standing Resolutions of said Company; and that he/she signed his/her name thereto as Attorney-in-Fact by like authority.


David Buckman

NOTARY STAMP

My commission expires:





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

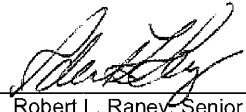
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Claire M Fabrizio** of **FRISCO, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April** 2021.



State of Connecticut

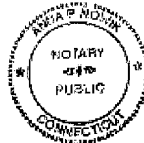
City of Hartford ss.

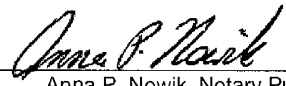
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

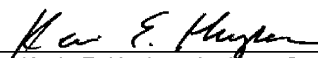
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **June**, 2021




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Illinois Department
of Transportation

Local Public Agency
Formal Contract Proposal



COVER SHEET

Proposal Submitted By:			
Contractor's Name			
R. A. Cullinan & Son, a Div. of UCM, Inc.			
Contractor's Address		City	State Zip Code
121 W Park St. PO Box 166		Tremont	IL 61568

STATE OF ILLINOIS

Local Public Agency

City of Pekin	County	Section Number
	Tazewell	21-00000-00-GM

Route(s) (Street/Road Name)

S. 5th Street & Parkway Drive	Type of Funds
	MFT

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project	
Submitted/Approved	
Highway Commissioner Signature	Date
Submitted/Approved	
County Engineer/Superintendent of Highways	Date

For a Municipal Project	
Submitted/Approved/Passed	
Signature	Date
<i>Jessie A. Ecken</i>	4/19/21
Official Title	
City Engineer	

Department of Transportation	
Released for bid based on limited review	
Regional Engineer Signature	Date
<i>Kenneth A. Garnett</i>	4/15/2021

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of _____
 _____ until _____ on _____
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City Clerk

 111 S. Capitol Street Pekin, IL 61554 at 11:00 AM on 06/30/21
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
South 5th Street from Washington to Derby Street & Parkway from Willow to Lick Creek	

Proposed Improvement
Concrete sidewalk, ADA ramps, driveway approaches, curb & inlet repairs, and collateral work.

1. Plans and proposal forms will be available in the office of
 The Pekin City Engineer, Josie A. Esker. 111 S. Capitol Street Pekin, IL 61554. jaesker@ci.pekin.il.us
 (309) 478-5399

2. ☒ Prequalification
- If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
- Local Public Agency Formal Contract Proposal (BLR 12200)
 - Schedule of Prices (BLR 12201)
 - Proposal Bid Bond (BLR 12230) (if applicable)
 - Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency City of Pekin	County Tazewell	Section Number 21-00000-00-GM	Route(s) (Street/Road Name) S. 5th Street & Parkway Drive
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PROPOSAL

1. Proposal of R. A. Cullinan & Son, a Div. of UCM, Inc.
Contractor's Name
121 W Park St. PO Box 166 Tremont, IL 61568
Contractor's Address
2. The plans for the proposed work are those prepared by the City of Pekin
and approved by the Department of Transportation on _____
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 10/30/21 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will _____ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City of Pekin Treasurer of _____
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for. Section Number 21-00000-00-GM

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

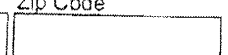
A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

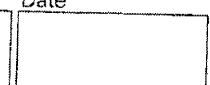
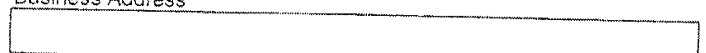
Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

SIGNATURES

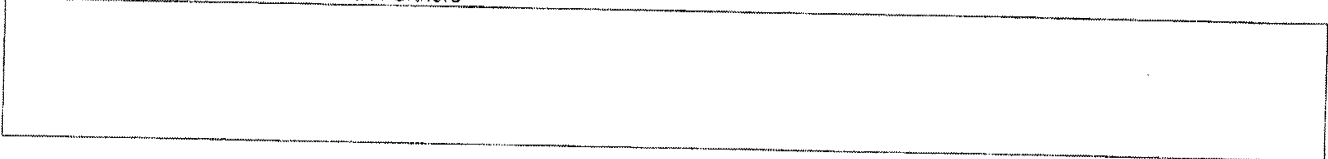
(If an individual)

Signature of Bidder		Date
		
Business Address		
		
City	State	Zip Code
		

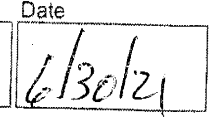
(If a partnership)

Firm Name		
		
Signature		Date
		
Title		
		
Business Address		
		
City	State	Zip Code
		

Insert the Names and Addresses of all Partners


--

(If a corporation)

Corporate Name		
R. A. Cullinan & Son, a Div. of UCM, Inc.		
Signature		Date
		
Title		
Vice President		
Business Address		
121 W Park St. PO Box 166		
City	State	Zip Code
Tremont	IL	61568

Insert Names of Officers

President
Robert W. Bruner

Attest:



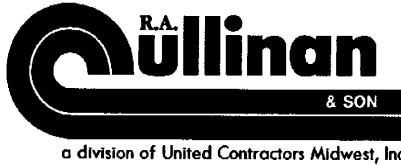
Assit. Corp Secretary

Secretary

Allen D. Cullinan

Treasurer

Allen D. Cullinan



121 West Park St. - P.O. Box 166
Tremont, Illinois 61568

CONCRETE GRAVEL & BITUMINOUS PAVEMENTS
CONCRETE AND STEEL BRIDGES AND CULVERTS
PILE DRIVING - EXCAVATING - DRAINAGE DITCHES

OFFICE PHONE 925-2711
Area Code 309 PEORIA 676-4343
Area Code 309 PEKIN 346-7262
FAX 309-925-7131

Quote To: City of Pekin

Job Name: S. 5th St & Parkway Dr.

Project Location:

Date of Plans:

Bid Date: 06/30/2021

FSA: 063021PEKADA

Addendum:

Attn: Josie Esker City Engineer
Phone: 309-478-5399
Mobile:
Email: jaesker@ci.pekin.il.us

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Comb Curb & Gutter Removal	2,827.00	LF	22.43	63,409.61
20	Comb CC&G TB6.12	2,827.00	LF	84.42	238,655.34
30	PC Conc Sidewalk 4"	16,296.00	SF	9.94	161,982.24
40	Sidewalk Removal	8,186.00	SF	1.89	15,471.54
50	Detectable Warning	230.00	SF	39.71	9,133.30
60	Driveway Pavement Removal	439.60	SY	32.95	14,484.82
70	PCC Driveway 6"	433.70	SY	97.24	42,172.99
80	Conc Median Surface 4"	820.00	SF	8.20	6,724.00
90	Conc Median, Type SB6.12	120.00	SF	46.89	5,626.80
100	Median Removal	880.00	SF	5.96	5,244.80
110	Inlet Adjustment	18.00	EACH	2,299.08	41,383.44
120	Manhole Adjustment	1.00	EACH	2,458.50	2,458.50
130	Traffic Control, Complete	1.00	LSUM	42,468.76	42,468.76
140	Mobilization	1.00	LSUM	45,021.66	45,021.66
GRAND TOTAL					694,237.80

NOTES:

Thank you for the opportunity to bid on this project. We look forward to working with you.

Tom Wall
R. A. Cullinan & Son
a division of United Contractors Midwest, Inc.

Signed

Signed

Date

6/30/21

Date



Illinois Department
of Transportation

Schedule of Prices



Contractor's Name

R. A. Cullinan & Son, a Div. of UCM, Inc.

Contractor's Address

121 W Park St. PO Box 166

City

Tremont

State

IL

Zip Code

61568

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

Route(s) (Street/Road Name)

S. 5th Street & Parkway Drive

Schedule for Multiple Bids

Schedule for Multiple Bids		
Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

(For complete information covering these items, see plans and specifications.)					
Item Number	Items	Unit	Quantity	Unit Price	Total
1	Comb Curb & Gutter Removal	Foot	2827		
2	Comb CC&G TB6.12	Foot	2827		
3	PC Conc Sidewalk 4"	Sq Ft	16296		
4	Sidewalk Removal	Sq Ft	8186		
5	Detectable Warnings	Sq Ft	230		
6	Driveway Pavt Removal	Sq Yd	439.6		
7	PCC Driveway 6"	Sq Yd	433.7		
8	Conc Median Surface 4"	Sq Ft	820		
9	Conc Median, Type SB6.12	Sq Ft	120		
10	Median Removal	Sq Ft	880		
11	Inlet Adjustments	Each	18		
12	Manhole Adjustments	Each	1		
13	Traffic Control, Complete	L. Sum	1		
14	Mobilization	L. Sum	1		
				Bidder's Total Proposal	\$0.00

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.



Illinois Department of Transportation

Local Public Agency Proposal Bid Bond



Local Public Agency City of Pekin	County Tazewell	Section Number 21-00000-00-GM
--------------------------------------	--------------------	----------------------------------

WE, R.A. Cullinan & Son, A Division of UCM, Inc. as PRINCIPAL, and Travelers Casualty & Surety Company of America as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 30th of June, 2021
Day Month and Year

Principal

Company Name R.A. Cullinan & Son, A Division of UCM, Inc.	
Signature By: <u>Thomas T. Wall</u>	Date <u>6/30/21</u>
Title Thomas T. Wall, Vice President	

Company Name	
Signature By:	Date
Title	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety Travelers Casualty & Surety Company of America
--

Signature of Attorney-in-Fact By: <u>Kathy Betteridge</u>	Date <u>6-30-21</u>
--	------------------------

STATE OF IL
COUNTY OF TAZEWELL

I, Amy E. Ries, a Notary Public in and for said county do hereby certify that

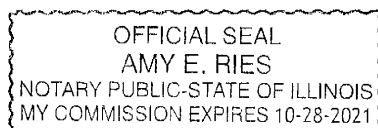
Thomas T. Wall and Kathy Betteridge

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of June, 2021
Day Month and Year

(SEAL)



Notary Public Signature

Amy E. Ries

Date commission expires 10/28/21



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Kathy Betteridge** of **Pekin Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **June**, 2021



Kevin E. Hughes
 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



Illinois Department of Transportation

Local Public Agency Proposal Bid Bond



Local Public Agency	County	Section Number
City of Pekin	Tazewell	21-00000-00-GM

WE, _____ as PRINCIPAL, and _____ as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ of _____ Day _____ Month and Year

Principal

Company Name	
Signature	Date
By:	
Title	

Company Name	
Signature	Date
By:	
Title	

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety

Signature of Attorney-in-Fact	Date
By:	

STATE OF IL
COUNTY OF

I, _____, a Notary Public in and for said county do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ Month and Year

(SEAL)

Notary Public Signature

Date commission expires _____

Local Public Agency	County	Section Number
City of Pekin	Tazewell	21-00000-00-GM

_____ ELECTRONIC BID BOND _____

☐ Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)
The Principal may submit _____

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

[illegible]

Company/Bidder Name

Signature	Date

Title _____



IL-Springfield
3151 Robbins Rd (62704)
PO Box 13420
Springfield, IL 62791
Phone: 217-546-6192
Fax: 217-546-1904

June 30, 2021

Local Agency: Tazewell County—City of Pekin

United Contractors Midwest, Inc. and all of its divisions request to forego filing the required Affidavit of Availability under 44 IL Administrative Code Section 21-00000-00-GM for S. 5th Street & Parkway Drive for the local roads letting.

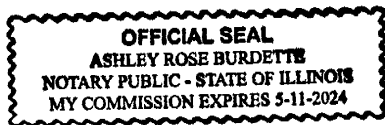
If you have any questions, you may contact Ms. Tara Elston, Illinois Department of Transportation, Springfield, IL. Thank you for your cooperation.

Sincerely,

Thomas T. Wall
Vice President

I, Ashley Burdette, do hereby certify that Thomas T. Wall, who is personally known to me, to be the same person signing the above in my presence.

Given under my hand and Notarial Seal this 30th day of June, 2021,



Notary Public

(SEAL)

ucm.biz

IL-Peoria
121 W. Park Street
PO Box 165
Tremont, IL 61568
309-925-2711

IL-Springfield
3151 Robbins Rd (62704)
PO Box 13420
Springfield, IL 62791
217-546-6192

IL-Winchester
Route 106 West
PO Box 258
Winchester, IL 62694
217-742-3103

IL-Bloomington
1523 Cottage Ave.
PO Box 609
Bloomington, IL 61701
309-827-0091

IL-Galesburg
816 N. Henderson
Galesburg, IL 61402
309-342-4155





**Illinois Department
of Transportation**

**Apprenticeship and
Training Program Certification**



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	S. 5th Street & Parkway Dr.	21-00000-00-GM

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.

See Attached

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

R. A. Cullinan & Son, a Div. of UCM, Inc.

Title

Vice President

Signature

Thomas Wall

Date

6/30/21

Address

121 W Park St. PO Box 166

City

Tremont

State

IL

Zip Code

61568



IL—Peoria
121 W. Park Street
P.O. Box 166
Tremont, IL 61568
309-925-2711

**RE: Certificate of Registration for
Apprenticeship and Training Programs**

R. A. Cullinan & Son; Illinois Valley Paving; Freesen; Rowe Construction; Gunther Construction; Gunther Underground; State Highway Construction; and River City Supply, are divisions of United Contractors Midwest, Inc. and its subsidiary participating in one or more of the following Apprenticeship and Training Programs:

- 1) Apprenticeship & Skill Improvement – Local 150 Operating Engineers
- 2) Operating Engineers Local 318 Joint Apprenticeship and Training Program
- 3) Operating Engineers Local 520 Apprenticeship Program
- 4) Operating Engineers Local 649 Apprenticeship Fund
- 5) IUOE Local 841 Apprenticeship & Training
- 6) Local 965 Operating Engineer Improvement Committee for Central Illinois
- 7) Illinois Laborers' and Contractor's Training Trust Fund
- 8) Mid-Central Illinois Dist. Council of Carpenters Joint Apprenticeship Training Committee

Local 16	Local 183	Local 347	Local 742
Local 44	Local 189	Local 644	Local 904
Local 63	Local 269	Local 725	Local 1051
- 9) Southern Illinois Dist. Council of Carpenters Joint Apprenticeship Training Committee
- 10) Operative Plasterers and Cement Mason #143 Joint Apprenticeship Training Committee
- 11) Operative Plasterers and Cement Mason #18 Joint Apprenticeship Training Committee
- 12) Operative Plasterers and Cement Mason #539 Joint Apprenticeship Training Committee
- 13) Peoria Ironworkers Joint Apprenticeship Committee
- 14) Bridge, Structural, Ornamental & Reinforcing Ironworkers Local Union No. 112
- 15) Ironworkers Local 48 Joint Apprenticeship Committee Program
- 16) Teamsters Joint Council No. 25 Apprenticeship Program

UCM SUBCONTRACTED WORK TYPE LISTED PER PARAGRAPH "K"

Pavement Striping	Environmental	Hazardous Waste Removal
Bridge Cleaning & Painting	Traffic Control	Waterproof Membrane System
Electrical	Hydro Demolition	Guardrail & Fence
Lime Stabilization	Asbestos Removal	Reflective Crack Control Treatment
Construction Layout	Drilled Shafts	Saw & Sealing Joints
Material Testing	Underground Utilities	Wall Tieback System
Engineering	Dredging	Hauling
Demolition	Landscaping	

ucm.biz

IL—Peoria
121 W. Park Street
P.O. Box 166
Tremont, IL 61568
309-925-2711

IL—Springfield
3151 Robbins Rd. (62704)
P.O. Box 13420
Springfield, IL 62791
217-546-6192

IL—Winchester
Route 106 West
P.O. Box 258
Winchester, IL 62694
217-742-3103

IL—Bloomington
1523 Cottage Ave.
P.O. Box 609
Bloomington, IL 61701
309-827-0091

IL—Galesburg
600 E. Main St.
P.O. Box 1488
Galesburg, IL 61402
309-342-4155





Illinois Department
of Transportation

Affidavit of Illinois Business Office



Local Public Agency City of Pekin	County Tazewell	Street Name/Road Name S. 5th St. & Parkway Dr.	Section Number 21-00000-00-GM
--------------------------------------	--------------------	---	----------------------------------

I, Thomas T. Wall of Tremont, Illinois
Name of Affiant City of Affiant State of Affiant
 being first duly sworn upon oath, state as follows:

1. That I am the Vice President of R. A. Cullinan & Son, a Div. of UCM, Inc.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, R. A. Cullinan & Son, a Div. of UCM, Inc. will maintain a business office in the
Bidder
 State of Illinois, which will be located in Tazewell County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature Thomas T. Wall Date 6/30/21
 Print Name of Affiant
Thomas T. Wall

Notary Public

State of IL

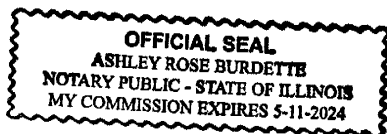
County Tazewell

Signed (or subscribed or attested) before me on June 30, 2021 by
(date)

Thomas T. Wall
(name/s of person/s)

, authorized agent(s) of

R. A. Cullinan & Son, a Div. of UCM, Inc.
Bidder



(SEAL)

Signature of Notary Public

Ashley Rose Burdette

My commission expires 5-11-2024



REQUEST FOR COUNCIL ACTION

Agenda Date: July 1, 2021
To: Council Members
From: Josie Esker, City Engineer

AGENDA ITEM: Resolution No. 286-21/22 Award 5th / Parkway Concrete & ADA Ramp Project Contract

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This request is to award the Street Maintenance Section 21-00000-00-GM to Knapp Concrete Contractors. This project is to install sidewalk ramps and make curb and sidewalk repairs along 5th Street between Washington & Derby and along Parkway between Willow & Lick Creek. This project was included in the 2021 Street Maintenance Plan that was approved by Council in Resolution No. 198-20/21. The City received 3 bids for this project, ranging from \$562,360.50 to \$694,237.80. The low bid was 10% percent below the Engineer's estimate of \$628,000.00, making this a favorable bid for the City. In reviewing the unit costs for the project, the bid seems reasonable and responsible, and staff's recommendation is to award this bid as to complete the improvements to these streets as planned and as presented to residents.

FINANCIAL IMPACT:

Requested Amount: \$562,360.50
 Line Item: 240-240-534900
 Budgeted Amount: \$628,000.00
 Remaining Funds: \$628,000.00

IMPACT IF APPROVED: The project will be awarded.

IMPACT IF DENIED: The project will not be awarded and will delay the mill & overlay projects as well.

ALTERNATIVES:

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

6/30/2021

Date:

WHEREAS, the City solicited bids for the 5th / Parkway Concrete & ADA Ramp Project; and

WHEREAS, a public bid opening was held on June 30, 2021, at which time the City opened and received 3 bids for the project; and

WHEREAS, after the opening of all bids, Knapp Concrete Contractors was found to be the lowest bidder; and

WHEREAS, the City Council of the City of Pekin finds that the bid from Knapp Concrete Contractors, 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 Knapp Concrete Contractors, 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 with Knapp Concrete Contractors, in substantially the form set forth in Exhibit B attached hereto, with such revisions and modifications as the Mayor and/or City Manager deems 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



Tabulation of Bids

6.1.a

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

Letting Date

06/30/21

Approved
Engineer's Estimate

\$627,994.50

Attended By
(IDOT Representative(s))

Bidder's Name	Otto Baum Company Inc	UCM	Knapp Concrete
Bidder's Address	866 N Main St	121 West Park St.	150 E. Martin Dr.
City, State, Zip	Morton IL 61550	Tremont, Illinois 61568	Goodfield, IL 61742
Proposal Guarantee			
Terms			

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Comb Curb Gutter Removal		Foot	2827	\$18.0000	\$50,886.00	\$13.6200	\$38,503.74	\$22.4300	\$63,409.61	\$11.0000	\$31,097.00
2	Comb CC&G TB6.12		Foot	2827	\$75.0000	\$212,025.00	\$69.0700	\$195,260.89	\$84.4200	\$238,655.34	\$47.0000	\$132,869.00
3	PC Conc Sidewalk 4		Sq Ft	16296	\$11.0000	\$179,256.00	\$11.9800	\$195,226.08	\$9.9400	\$161,982.24	\$15.5000	\$252,588.00
4	Sidewalk Removal		Sq Ft	8186	\$3.0000	\$24,558.00	\$2.9900	\$24,476.14	\$1.8900	\$15,471.54	\$3.5000	\$28,651.00
5	Detectable Warnings		Sq Ft	230	\$35.0000	\$8,050.00	\$23.3800	\$5,377.40	\$39.7100	\$9,133.30	\$45.0000	\$10,350.00
6	Driveway Pav't Rem		Sq Yd	439.6	\$18.0000	\$7,912.80	\$18.2300	\$8,013.91	\$32.9500	\$14,484.82	\$29.0000	\$12,748.40
7	PCC Driveway Pav't 6"		Sq Yd	433.7	\$120.0000	\$52,044.00	\$83.4800	\$36,205.28	\$97.2400	\$42,172.99	\$83.0000	\$35,997.10
8	Conc. Median Surf 4"		Sq Ft	820	\$8.0000	\$6,560.00	\$6.6400	\$5,444.80	\$8.2000	\$6,724.00	\$14.0000	\$11,480.00
9	Conc. Median Type SB-6.12		Sq Ft	120	\$15.0000	\$1,800.00	\$28.5800	\$3,429.60	\$46.8900	\$5,626.80	\$16.0000	\$1,920.00
10	Median Removal		Sq Ft	880	\$4.0000	\$3,520.00	\$9.0000	\$7,920.00	\$5.9600	\$5,244.80	\$12.0000	\$10,560.00
11	Inlet Adjustments		Each	18	\$1,900.0000	\$34,200.00	\$1,310.5300	\$23,589.54	\$2,299.0800	\$41,383.44	\$650.0000	\$11,700.00
12	Manhole Adjustments		Each	1	\$2,182.7000	\$2,182.70	\$1,310.5300	\$1,310.53	\$2,458.5000	\$2,458.50	\$900.0000	\$900.00
13	Traffic Control		L. Sum	1	\$20,000.0000	\$20,000.00	\$30,709.1800	\$30,709.18	\$42,468.7600	\$42,468.76	\$14,000.0000	\$14,000.00
14	Mobilization		L. Sum	1	\$25,000.0000	\$25,000.00	\$17,170.0700	\$17,170.07	\$45,021.6600	\$45,021.66	\$7,500.0000	\$7,500.00

Total Bid:

As Read:	\$592,637.16	\$694,237.80	\$562,360.50
As Calculated:	\$592,637.16	\$694,237.80	\$562,360.50
% Over/Under:	(5.63)%	10.55 %	(10.45)%



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract Proposal**



COVER SHEET

Proposal Submitted By:

Contractor's Name

Knapp Concrete Contractors, Inc.

Contractor's Address

150 E. Martin Dr.

City

Goodfield

State

IL

Zip Code

61742

STATE OF ILLINOIS

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

Route(s) (Street/Road Name)

S. 5th Street & Parkway Drive

Type of Funds

MFT

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

--	--

Submitted/Approved

County Engineer/Superintendent of Highways Date

--	--

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

	4/19/21
--	---------

Official Title

City Engineer

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

	4/15/2021
--	-----------

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of _____
 _____ until _____ on _____
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City Clerk

 111 S. Capitol Street Pekin, IL 61554 at 11:00 AM on 06/30/21
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
South 5th Street from Washington to Derby Street & Parkway from Willow to Lick Creek	

Proposed Improvement
Concrete sidewalk, ADA ramps, driveway approaches, curb & inlet repairs, and collateral work.

1. Plans and proposal forms will be available in the office of

The Pekin City Engineer, Josie A. Esker. 111 S. Capitol Street Pekin, IL 61554. jaesker@ci.pekin.il.us
 (309) 478-5399

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

PROPOSAL

1. Proposal of Knapp Concrete Contractors, Inc.

Contractor's Name

150 E. Martin Dr., Goodfield, IL 61742

Contractor's Address
2. The plans for the proposed work are those prepared by the City of Pekin
and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 10/30/21 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City of Pekin Treasurer of _____.
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 21-00000-00-GM.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

SIGNATURES

(If an individual)

Signature of Bidder		Date
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

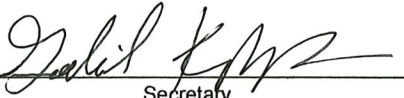
Corporate Name		
Knapp Concrete Contractors, Inc.		
Signature		Date
		06/29/2021
Title		
Vice President		
Business Address		
150 E. Martin Dr.		
City	State	Zip Code
Goodfield	IL	61742

Insert Names of Officers

President
Steven Knapp

Attachment: Exhibit A - Bid from KNAPP CONCRETE CONTRACTORS (2670 : Resolution No. 286-21/22 Award 5th / Parkway Concrete & ADA

Attest:


Secretary

Secretary

Gabriel Knapp

Treasurer

Tyler Knapp

Attachment: Exhibit A - Bid from KNAPP CONCRETE CONTRACTORS (2670 : Resolution No. 286-21/22 Award 5th / Parkway Concrete & ADA



Illinois Department of Transportation

Schedule of Prices



Contractor's Name

Knapp Concrete Contractors, Inc.

Contractor's Address

150 E. Martin Dr.

City

Goodfield

State

IL

Zip Code

61742

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

Route(s) (Street/Road Name)

S. 5th Street & Parkway Drive

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Comb Curb & Gutter Removal	Foot	2827	\$11.00	\$31,097.00
2	Comb CC&G TB6.12	Foot	2827	\$47.00	\$132,869.00
3	PC Conc Sidewalk 4"	Sq Ft	16296	15.50 \$15.50	\$252,588.00 \$252,588.00
4	Sidewalk Removal	Sq Ft	8186	\$3.50	\$28,651.00
5	Detectable Warnings	Sq Ft	230	\$45.00	\$10,350.00
6	Driveway Pavt Removal	Sq Yd	439.6	\$29.00	\$12,748.40
7	PCC Driveway 6"	Sq Yd	433.7	\$83.00	\$35,997.10
8	Conc Median Surface 4"	Sq Ft	820	\$14.00	\$11,480.00
9	Conc Median, Type SB6.12	Sq Ft	120	\$16.00	\$1,920.00
10	Median Removal	Sq Ft	880	\$12.00	\$10,560.00
11	Inlet Adjustments	Each	18	\$650.00	\$11,700.00
12	Manhole Adjustments	Each	1	\$900.00	\$900.00
13	Traffic Control, Complete	L. Sum	1	\$14,000.00 \$14,000.00	\$14,000.00 \$14,000.00
14	Mobilization	L. Sum	1	\$7,500.00 \$7,500.00	\$7,500.00 \$7,500.00
Bidder's Total Proposal					\$562,360.50 \$562,360.50

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- A bid may be declared unacceptable if neither a unit price or total price is shown.



**Illinois Department
of Transportation**

Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	S. 5th St. & Parkway Dr.	21-00000-00-GM

I, Colin Knapp of Eureka, Illinois,
Name of Affiant City of Affiant State of Affiant
 being first duly sworn upon oath, state as follows:

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

Signature	Date
	06/29/2021
Print Name of Affiant	
Colin Knapp	

Notary Public

State of IL

County Woodford

Signed (or subscribed or attested) before me on 06/29/2021 by
(date)

Colin Knapp, authorized agent(s) of
(name/s of person/s)

Knapp Concrete Contractors, Inc.
Bidder



(SEAL)

Signature of Notary Public

My commission expires _____



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	S. 5th Street & Parkway Dr.	21-00000-00-GM

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.

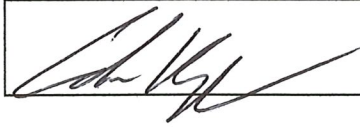
Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility 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.

Union laborers	Union carpenters
Union ironworkers	Union cement finishers
Union operators	

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
Knapp Concrete Contractors, Inc.		06/29/2021
Title		
Vice President		
Address	City	State
150 E. Martin Dr.	Goodfield	IL
		Zip Code
		61742



Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

WE, Knapp Concrete Contractors, Inc. as PRINCIPAL, and
Old Republic Surety Company as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 30th of June, 2021
Day Month and Year

Principal

Company Name

Knapp Concrete Contractors, Inc.

Signature

Date

By:

[Signature]

06/30/2021

Title

Vice President

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety

Old Republic Surety Company



Signature of Attorney-in-Fact

Date

By:

Arlene Seiden

6/30/21

STATE OF IL

COUNTY OF

I Rachel Model, a Notary Public in and for said county do hereby certify that

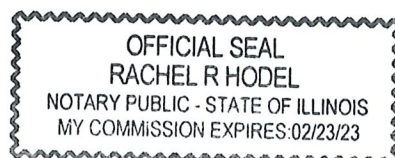
Colin Knapp + Arlen Edelman

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of June 2021
Day Month and Year

(SEAL)



Notary Public Signature

Rachel Model

Date commission expires _____



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **DONALD J. ENDRESS, ARLEN EDELMAN, TRENT W. SCHOLL, AUSTIN ENDRESS, GABRIEL MEISS** of EAST PEORIA, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER 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 obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of February, 2021.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of February, 2021, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-0533

Signed and sealed at the City of Brookfield, WI this 30th day of June, 2021.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

LEDGESTONE ASSOCIATES LLC



Contractor's Name

Knapp Concrete Contractors

Contractor's Address

150 East Martin Drive

City

Goodfield

State

IL

Zip Code

61742

STATE OF ILLINOIS

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

Street Name/Road Name

5th Street & Parkway Drive

Type of Funds

MFT

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Mayor

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature

Date

Local Public Agency	Local Street/Road Name	County	Section Number
City of Pekin	5th Street & Parkway Drive	Tazewell	21-00000-00-GM

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the City _____ of _____, known as the party of the first part, and _____ its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 21-00000-00-GM in City of Pekin, approved by the Illinois Department of Transportation on 06/15/21, are essential documents of this contract and are a part hereof.
4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ City _____ of _____ Pekin
Local Public Agency Type Name of Local Public Agency

Clerk	Date

(SEAL)

Party of the First Part	Date
By: _____	

(If a Corporation)

Corporate Name

President, Party of the Second Part	Date
By: _____	

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By: _____

(If a Partnership)

Partner	Date

Partner	Date

Partners doing Business under the firm name of
 Party of the Second Part

(If an individual)

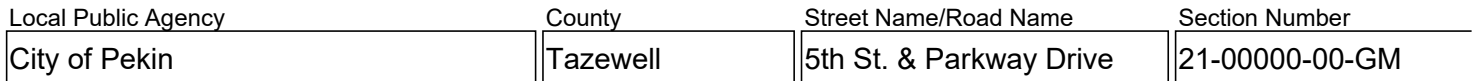
Party of the Second Part	Date

Attest:
 Secretary _____ Date _____

(SEAL)



6.1.c



STATE OF IL

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

 Notary Name

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____
 Day Month, Year

(SEAL)

Notary Public Signature

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

 Notary Name

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of July 2021
 Day Month, Year

(SEAL)

Notary Public Signature

Date commission expires _____

Approved this _____ day of July 2021
 Day Month, Year

Attest:

Local Public Agency Clerk Signature

Date

Awarding Authority

City of Pekin

Awarding Authority Signature

Date

Municipality

Clerk

Local Public Agency Type

Instructions for BLR 12321 - Page 1 of 2

Note: Instructions should not be included when the form is submitted.

This form shall be used to execute Local Public Agency (LPA) contracts submitted. The successful bidder must complete this form when required for contract proposals. Please refer to the Bureau of Local Roads and Streets Manual Chapter 12 for more information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency	Insert the name of the LPA.
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.
Address	Insert the LPA Address.
Contractor's Name and Address	Insert the contractor's name and address.
Contractor Legal Status Type	Insert Individual, Partnership or Corporation organized based on the contractor's legal status.
State	Insert the name of the state in which the contractor's company is organized.
Surety	Insert the name and address of the surety.
Dollar Amount	Insert the dollar amount of the contract in words, followed in numerical format in ().
Day	Insert the day of the month when the bond is signed by the principal and the surety.
Month and Year	Insert the month and year when the bond is signed by the principal and the surety,

PRINCIPAL

Company Name	Insert the successful bidder's company name.
Signature & Title	The authorized company officer must sign here, and insert their title and date.
Attest	The authorized agent attesting the signature of the successful bidder's authorized officer must sign here and insert their title.
State	Insert the name of the state where the signer(s) personally appeared before the notary public.
County	Insert the name of the county where the signer(s) personally appeared before the notary public.
Notary Name	Insert the name of notary public. Insert the names of the individuals signing on behalf of the principal.
Day	Insert the day of the month the notary public signed and sealed this document.
Month and Year	Insert the month and year the notary public signed and sealed this document.
Commission Expires	Insert the date the notary public's commission expires. To be completed by the notary public.
Notary Public	The notary public must sign here and place their seal.

SURETY

Name of Surety	Insert the surety's name.
Signature & Title	The attorney-in-fact for the surety must sign and seal here.
State	Insert the name of the state where the signer(s) personally appeared before the notary public.
County	Insert the name of the county where the signer(s) personally appeared before the notary public.
Notary Name	Insert the name of notary public.
Name of Signatory on behalf of Surety	Insert the names of the individuals signing on behalf of the Surety.

Instructions for BLR 12321 - Page 2 of 2

Day Insert the day of the month the notary public signed and sealed this document.

Month and Year Insert the month and year the notary public signed and sealed this document.

Commission Expires Insert the date the notary public's commission expires. To be completed by the notary public

Notary Public The notary public must sign here and place their seal.

Approved this

Day Insert the day of the month when the bond was approved by the awarding authority.

Month and Year Insert the month and year when the bond was approved by the awarding authority.

Attest:

Local Public Agency Clerk Signature The awarding authority clerk must sign and date here.

Awarding Authority Insert the name of the awarding authority.

Local Public Agency Type Insert the type of LPA.

Awarding Authority signature The awarding authority officer must sign and date here.

Distribution

Upon completion, this document gets inserted into the Formal Contract Proposal (BLR 12200) or the Material Proposal, or Deliver and Install Proposal (BLR 12240) and **must be** submitted with the contractor's bid.

Upon execution of a formal contract, this form is to be submitted with the formal contract package to the Department. For a Material or Deliver and Install project this form is to be maintained by the LPA. Distribution will be the same as with a Formal Contract Proposal or Material Proposal or Deliver and Install Proposal.



**Illinois Department
of Transportation**

**Local Public Agency
Formal Contract Proposal**



COVER SHEET

Proposal Submitted By:

Contractor's Name

Knapp Concrete Contractors, Inc.

Contractor's Address

150 E. Martin Dr.

City

Goodfield

State

IL

Zip Code

61742

STATE OF ILLINOIS

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

Route(s) (Street/Road Name)

S. 5th Street & Parkway Drive

Type of Funds

MFT

☐ Proposal Only ☒ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

--	--

Submitted/Approved

County Engineer/Superintendent of Highways Date

--	--

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

	4/19/21
--	---------

Official Title

City Engineer

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

	4/15/2021
--	-----------

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of _____
 _____ until _____ on _____
 Address Time Date

Sealed proposals will be opened and read publicly at the office of the City Clerk

 111 S. Capitol Street Pekin, IL 61554 at 11:00 AM on 06/30/21
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
South 5th Street from Washington to Derby Street & Parkway from Willow to Lick Creek	

Proposed Improvement
Concrete sidewalk, ADA ramps, driveway approaches, curb & inlet repairs, and collateral work.

1. Plans and proposal forms will be available in the office of

The Pekin City Engineer, Josie A. Esker. 111 S. Capitol Street Pekin, IL 61554. jaesker@ci.pekin.il.us
 (309) 478-5399

2. ☒ Prequalification

If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (BLR 12201)
- Proposal Bid Bond (BLR 12230) (if applicable)
- Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

PROPOSAL

1. Proposal of Knapp Concrete Contractors, Inc.

Contractor's Name

150 E. Martin Dr., Goodfield, IL 61742

Contractor's Address
2. The plans for the proposed work are those prepared by the City of Pekin
and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 10/30/21 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City of Pekin Treasurer of _____.
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 21-00000-00-GM.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Pekin	Tazewell	21-00000-00-GM	S. 5th Street & Parkway Drive

SIGNATURES

(If an individual)

Signature of Bidder		Date
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

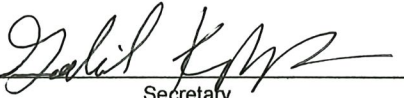
Corporate Name		
Knapp Concrete Contractors, Inc.		
Signature		Date
		06/29/2021
Title		
Vice President		
Business Address		
150 E. Martin Dr.		
City	State	Zip Code
Goodfield	IL	61742

Insert Names of Officers

President
Steven Knapp

Attachment: Exhibit B - Contract 21-00000-00-GM ADA Ramps Parkway & 5th (2670 : Resolution No. 286-21/22 Award 5th / Parkway Concrete &

Attest:


Secretary

Secretary

Gabriel Knapp

Treasurer

Tyler Knapp

Attachment: Exhibit B - Contract 21-000000-00-GM ADA Ramps Parkway & 5th (2670 : Resolution No. 286-21/22 Award 5th / Parkway Concrete &



Illinois Department of Transportation

Schedule of Prices



Contractor's Name

Knapp Concrete Contractors, Inc.

Contractor's Address

150 E. Martin Dr.

City

Goodfield

State

IL

Zip Code

61742

Local Public Agency

City of Pekin

County

Tazewell

Section Number

21-00000-00-GM

Route(s) (Street/Road Name)

S. 5th Street & Parkway Drive

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Comb Curb & Gutter Removal	Foot	2827	\$11.00	\$31,097.00
2	Comb CC&G TB6.12	Foot	2827	\$47.00	\$132,869.00
3	PC Conc Sidewalk 4"	Sq Ft	16296	15.50 \$15.50	\$252,588.00 \$252,588.00
4	Sidewalk Removal	Sq Ft	8186	\$3.50	\$28,651.00
5	Detectable Warnings	Sq Ft	230	\$45.00	\$10,350.00
6	Driveway Pavt Removal	Sq Yd	439.6	\$29.00	\$12,748.40
7	PCC Driveway 6"	Sq Yd	433.7	\$83.00	\$35,997.10
8	Conc Median Surface 4"	Sq Ft	820	\$14.00	\$11,480.00
9	Conc Median, Type SB6.12	Sq Ft	120	\$16.00	\$1,920.00
10	Median Removal	Sq Ft	880	\$12.00	\$10,560.00
11	Inlet Adjustments	Each	18	\$650.00	\$11,700.00
12	Manhole Adjustments	Each	1	\$900.00	\$900.00
13	Traffic Control, Complete	L. Sum	1	\$14,000.00 \$14,000.00	\$14,000.00 \$14,000.00
14	Mobilization	L. Sum	1	\$7,500.00 \$7,500.00	\$7,500.00 \$7,500.00
Bidder's Total Proposal					\$562,360.50 \$562,360.50

- Each pay item should have a unit price and a total price.
- If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
- If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- A bid may be declared unacceptable if neither a unit price or total price is shown.



**Illinois Department
of Transportation**

Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	S. 5th St. & Parkway Dr.	21-00000-00-GM

I, Colin Knapp of Eureka, Illinois,
Name of Affiant City of Affiant State of Affiant
 being first duly sworn upon oath, state as follows:

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

Signature	Date
	06/29/2021
Print Name of Affiant	
Colin Knapp	

Notary Public

State of IL

County Woodford

Signed (or subscribed or attested) before me on 06/29/2021 by
(date)

Colin Knapp, authorized agent(s) of
(name/s of person/s)

Knapp Concrete Contractors, Inc.
Bidder



(SEAL)

Signature of Notary Public

My commission expires _____



Local Public Agency	County	Street Name/Road Name	Section Number
City of Pekin	Tazewell	S. 5th Street & Parkway Dr.	21-00000-00-GM

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.

Union laborers	Union carpenters
Union ironworkers	Union cement finishers
Union operators	

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
Knapp Concrete Contractors, Inc.		06/29/2021
Title		
Vice President		
Address	City	State Zip Code
150 E. Martin Dr.	Goodfield	IL 61742



Local Public Agency City of Pekin	County Tazewell	Section Number 21-00000-00-GM
--------------------------------------	--------------------	----------------------------------

WE, Knapp Concrete Contractors, Inc. as PRINCIPAL, and
Old Republic Surety Company as SURETY, are held jointly,
severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid
price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We
bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this
instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written
proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section
and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful
performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road
and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in
full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any
requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to
recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their
respective officers this 30th of June, 2021
Day Month and Year

Principal

Company Name

Knapp Concrete Contractors, Inc.

Signature

Date

By:

06/30/2021

Title

Vice President

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be
affixed.)

Surety

Name of Surety

Old Republic Surety Company



Signature of Attorney-in-Fact

Date

By:

6/30/21

STATE OF IL

COUNTY OF

I Rachel Model, a Notary Public in and for said county do hereby certify that

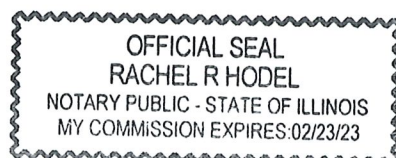
Colin Knapp + Arlen Edelman

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of
PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said
instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of June 2021
Day Month and Year

(SEAL)



Notary Public Signature

Date commission expires _____



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **DONALD J. ENDRESS, ARLEN EDELMAN, TRENT W. SCHOLL, AUSTIN ENDRESS, GABRIEL MEISS** of EAST PEORIA, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, *(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)*, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER 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 obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of February, 2021.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of February, 2021, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-0533

Signed and sealed at the City of Brookfield, WI this 30th day of June, 2021.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

LEDGESTONE ASSOCIATES LLC



Check Sheet for Recurring Special Provisions



Local Public Agency	County	Section Number
City of Pekin	Tazewell	21-00000-00-GM

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

Check Sheet #		Page No.
1	☐ Additional State Requirements for Federal-Aid Construction Contracts	97
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3	☐ EEO	101
4	☐ Specific EEO Responsibilities Non Federal-Aid Contracts	111
5	☐ Required Provisions - State Contracts	116
6	☐ Asbestos Bearing Pad Removal	122
7	☐ Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	123
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10	☐ Construction Layout Stakes	128
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27	Reserved	179
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33	☐ Restoring Bridge Approach Pavements Using High-Density Foam	190
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36	☐ Longitudinal Joint and Crack Patching	200
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Local Public Agency

County

Section Number

City of Pekin

Tazewell

21-00000-00-GM

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

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INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2021

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently use RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREET RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
(Adopted 4-1-16) (Revised 1-1-21)

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State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of Pekin 111 South Capitol Street Pekin, IL 61554

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

BDE SPECIAL PROVISIONS
For the April 23 and June 11, 2021 Lettings

The following special provisions indicated by a "check mark" are applicable to this contract and will be included by the Project Coordination and Implementation Section of the BD&E. An * indicates a new or revised special provision for the letting.

File Name	#		Special Provision Title	Effective	Revised
80099	1	☐	Accessible Pedestrian Signals (APS)	April 1, 2003	April 1, 2020
80274	2	☐	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192	3	☐	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	4	☐	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
80426	5	☐	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	
80436	6	☐	Blended Finely Divided Minerals	April 1, 2021	
80241	7	☐	Bridge Demolition Debris	July 1, 2009	
50261	8	☐	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	9	☐	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	10	☐	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	11	☐	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80425	12	☐	Cape Seal	Jan. 1, 2020	Jan. 1, 2021
80384	13	☒	Compensable Delay Costs	June 2, 2017	April 1, 2019
80198	14	☐	Completion Date (via calendar days)	April 1, 2008	
80199	15	☐	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	16	☐	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	July 1, 2016
80311	17	☐	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80261	18	☐	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80387	19	☐	Contrast Preformed Plastic Pavement Marking	Nov. 1, 2017	
80434	20	☐	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
80029	21	☐	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	March 2, 2019
80402	22	☒	Disposal Fees	Nov. 1, 2018	
80378	23	☐	Dowel Bar Inserters	Jan. 1, 2017	Jan. 1, 2018
80421	24	☐	Electric Service Installation	Jan. 1, 2020	
80415	25	☐	Emulsified Asphalts	Aug. 1, 2019	
80423	26	☐	Engineer's Field Office and Laboratory	Jan. 1, 2020	
80229	27	☐	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
80417	28	☐	Geotechnical Fabric for Pipe Underdrains and French Drains	Nov. 1, 2019	
80420	29	☐	Geotextile Retaining Walls	Nov. 1, 2019	
80433	30	☐	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	
80304	31	☐	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Nov. 1, 2020
80422	32	☐	High Tension Cable Median Barrier	Jan. 1, 2020	Nov. 1, 2020
80416	33	☐	Hot-Mix Asphalt – Binder and Surface Course	July 2, 2019	Nov. 1, 2019
80398	34	☐	Hot-Mix Asphalt – Longitudinal Joint Sealant	Aug. 1, 2018	Nov. 1, 2019
80406	35	☐	Hot-Mix Asphalt – Mixture Design Verification and Production (Modified for I-FIT)	Jan. 1, 2019	Jan. 2, 2021
80347	36	☐	Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 2, 2019
80383	37	☐	Hot-Mix Asphalt – Quality Control for Performance	April 1, 2017	July 2, 2019
80411	38	☐	Luminaires, LED	April 1, 2019	
80393	39	☐	Manholes, Valve Vaults, and Flat Slab Tops	Jan. 1, 2018	March 1, 2019
80045	40	☐	Material Transfer Device	June 15, 1999	Aug. 1, 2014
80418	41	☐	Mechanically Stabilized Earth Retaining Walls	Nov. 1, 2019	Nov. 1, 2020
80424	42	☐	Micro-Surfacing and Slurry Sealing	Jan. 1, 2020	Jan. 1, 2021
80428	43	☒	Mobilization	April 1, 2020	
80412	44	☐	Obstruction Warning Luminaires, LED	Aug. 1, 2019	
80430	45	☒	Portland Cement Concrete – Haul Time	July 1, 2020	
80359	46	☐	Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Nov. 1, 2019

80431	47	☐	Portland Cement Concrete Pavement Patching	July 1, 2020	
80432	48	☒	Portland Cement Concrete Pavement Placement	July 1, 2020	
80300	49	☐	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
34261	50	☐	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	51	☐	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	52	☐	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 2, 2021
80407	53	☒	Removal and Disposal of Regulated Substances	Jan. 1, 2019	Jan. 1, 2020
80419	54	☐	Silt Fence, Inlet Filters, Ground Stabilization and Riprap Filter Fabric	Nov. 1, 2019	April 1, 2020
80395	55	☐	Sloped Metal End Section for Pipe Culverts	Jan. 1, 2018	
80340	56	☐	Speed Display Trailer	April 2, 2014	Jan. 1, 2017
80127	57	☐	Steel Cost Adjustment	April 2, 2004	Aug. 1, 2017
80408	58	☐	Steel Plate Beam Guardrail Manufacturing	Jan. 1, 2019	
80413	59	☐	Structural Timber	Aug. 1, 2019	
80397	60	☐	Subcontractor and DBE Payment Reporting	April 2, 2018	
80391	61	☒	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
* 80437	62	☐	Submission of Payroll Records	April 1, 2021	
* 80435	63	☐	Surface Testing of Pavements – IRI	Jan. 1, 2021	April 1, 2021
80298	64	☐	Temporary Pavement Marking	April 1, 2012	April 1, 2017
80409	65	☒	Traffic Control Devices - Cones	Jan. 1, 2019	
80410	66	☐	Traffic Spotters	Jan. 1, 2019	
20338	67	☐	Training Special Provisions	Oct. 15, 1975	
80318	68	☐	Traversable Pipe Grate for Concrete End Sections	Jan. 1, 2013	Jan. 1, 2018
80429	69	☐	Ultra-Thin Bonded Wearing Course	April 1, 2020	
80288	70	☐	Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	71	☐	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80414	72	☐	Wood Fence Sight Screen	Aug. 1, 2019	April 1, 2020
80427	73	☒	Work Zone Traffic Control Devices	Mar. 2, 2020	
80071	74	☐	Working Days	Jan. 1, 2002	

The following special provisions are in the 2021 Supplemental Specifications and Recurring Special Provisions.

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location(s)</u>	<u>Effective</u>	<u>Revised</u>
80277	Concrete Mix Design – Department Provided	Check Sheet #37	Jan. 1, 2012	April 1, 2016
80405	Elastomeric Bearings	Article 1083.01	Jan. 1, 2019	
80388	Equipment Parking and Storage	Article 701.11	Nov. 1, 2017	
80165	Moisture Cured Urethane Paint System	Article 1008.06	Nov. 1, 2006	Jan. 1, 2010
80349	Pavement Marking Blackout Tape	Articles 701.04, 701.19(f), 701.20(j) and 1095.06	Nov. 1, 2014	April 1, 2016
80371	Pavement Marking Removal	Articles 783.02-783.04, 783.06 and 1101.13	July 1, 2016	
80389	Portland Cement Concrete	Article 1020.04 Table 1 and Note 4	Nov. 1, 2017	
80403	Traffic Barrier Terminal, Type 1 Special	Articles 631.04 and 631.12	Nov. 1, 2018	

The following special provisions have been deleted from use.

<u>File Name</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80317	Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	Aug. 1, 2019

The following special provisions require additional information from the designer. The additional information needs to be submitted as a separate document. The Project Coordination and Implementation section will then include the information in the applicable special provision.

- Bridge Demolition Debris
- Building Removal - Case I
- Building Removal – Case II
- Building Removal - Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017

Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

- "(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“109.13 Payment for Contract Delay. Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

- (a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.
- (b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.
 - (1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

DISPOSAL FEES (BDE)

Effective: November 1, 2018

Replace Articles 109.04(b)(5) – 109.04(b)(8) of the Standard Specifications with the following:

- “(5) Disposal Fees. When the extra work performed includes paying for disposal fees at a clean construction and demolition debris facility, an uncontaminated soil fill operation or a landfill, the Contractor shall receive, as administrative costs, an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total approved costs of such fees.
 - (6) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
 - (7) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his/her stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.
- Itemized statements at the cost of force account work shall be detailed as follows.
- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Engineer.
 - b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - c. Quantities of materials, prices and extensions.
 - d. Transportation of materials.
 - e. Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
- (8) Work Performed by an Approved Subcontractor. When extra work is performed by an approved subcontractor, the Contractor shall receive, as administrative costs, an amount equal to five percent of the total approved costs of such work with the minimum payment being \$100.

- (9) All statements of the cost of force account work shall be furnished to the Engineer not later than 60 days after receipt of the Central Bureau of Construction form "Extra Work Daily Report". If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Department is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery."

80402

MOBILIZATION (BDE)

Effective: April 1, 2020

Replace Articles 671.02(a), (b), and (c) of the Standard Specifications with the following:

- “(a) Upon execution of the contract, 90 percent of the pay item will be paid.
- (b) When 90 percent of the adjusted contract value is earned, the remaining ten percent of the pay item will be paid along with any amount bid in excess of six percent of the original contract amount.”

80428

PORTLAND CEMENT CONCRETE – HAUL TIME (BDE)

Effective: July 1, 2020

Revise Article 1020.11(a)(7) of the Standard Specifications to read:

“(7) Haul Time. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work. The maximum haul time shall be as follows.

Concrete Temperature at Point of Discharge, °F (°C)	Maximum Haul Time ^{1/} (minutes)	
	Truck Mixer or Truck Agitator	Nonagitator Truck
50 - 64 (10 - 17.5)	90	45
> 64 (> 17.5) - without retarder	60	30
> 64 (> 17.5) - with retarder	90	45

1/ To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer.”

80430

PORTLAND CEMENT CONCRETE PAVEMENT PLACEMENT (BDE)

Effective: July 1, 2020

Revise the fifth paragraph of Article 420.07 of the Standard Specifications to read:

“The concrete shall be deposited uniformly across the subgrade or subbase as close as possible to its final position. The time elapsing from when the concrete is unloaded until it is incorporated into the work shall not exceed 20 minutes. When required, hand spreading shall be accomplished with shovels.”

80432

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2019

Revised: January 1, 2020

Revise Section 669 of the Standard Specifications to read:

“SECTION 669. REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

669.01 Description. This work shall consist of the transportation and proper disposal of regulated substances. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their contents and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.

669.02 Equipment. The Contractor shall notify the Engineer of the delivery of all excavation, storage, and transportation equipment to a work area location. The equipment shall comply with OSHA and American Petroleum Institute (API) guidelines and shall be furnished in a clean condition. Clean condition means the equipment does not contain any residual material classified as a non-special waste, non-hazardous special waste, or hazardous waste. Residual materials include, but are not limited to, petroleum products, chemical products, sludges, or any other material present in or on equipment.

Before beginning any associated soil or groundwater management activity, the Contractor shall provide the Engineer with the opportunity to visually inspect and approve the equipment. If the equipment contains any contaminated residual material, decontamination shall be performed on the equipment as appropriate to the regulated substance and degree of contamination present according to OSHA and API guidelines. All cleaning fluids used shall be treated as the contaminant unless laboratory testing proves otherwise.

669.03 Pre-Construction Submittals and Qualifications. Prior to beginning this work, or working in areas with regulated substances, the Contractor shall submit a “Regulated Substances Pre-Construction Plan (RSPCP)” to the Engineer for review and approval using form BDE 2730. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

As part of the RSPCP, the Contractor(s) or firm(s) performing the work shall meet the following qualifications.

- (a) **Regulated Substances Monitoring.** Qualification for environmental observation and field screening of regulated substances work and environmental observation of UST removal shall require either pre-qualification in Hazardous Waste by the Department or demonstration of acceptable project experience in remediation and operations for contaminated sites in accordance with applicable Federal, State, or local regulatory requirements using BDE 2730.

Qualification for each individual performing regulated substances monitoring shall require a minimum of one-year of experience in similar activities as those required for the project.

- (b) Underground Storage Tank Removal. Qualification for underground storage tank (UST) removal work shall require licensing and certification with the Office of the State Fire Marshall (OSFM) and possession of all permits required to perform the work. A copy of the permit shall be provided to the Engineer prior to tank removal.

The qualified Contractor(s) or firm(s) shall also document it does not have any current or former ties with any of the properties contained within, adjoining, or potentially affecting the work.

The Engineer will require up to 21 calendar days for review of the RSPCP. The review may involve rejection or revision and resubmittal; in which case, an additional 21 days will be required for each subsequent review. Work shall not commence until the RSPCP has been approved by the Engineer. After approval, the RSPCP shall be revised as necessary to reflect changed conditions in the field and documented using BDE 2730A "Regulated Substances Pre-Construction Plan (RSPCP) Addendum" and submitted to the Engineer for approval.

CONSTRUCTION REQUIREMENTS

669.04 Regulated Substances Monitoring. Regulated substances monitoring includes environmental observation and field screening during regulated substances management activities at the contract specific work areas. As part of the regulated substances monitoring, the monitoring personnel shall perform and document the applicable duties listed on form BDE 2732 "Regulated Substances Monitoring Daily Record (RSMDR)".

- (a) Environmental Observation. Prior to beginning excavation, the Contractor shall mark the limits of the contract specific work areas. Once work begins, the monitoring personnel shall be present on-site continuously during the excavation and loading of material.
- (b) Field Screening. Field screening shall be performed during the excavation and loading of material from the contract specific work areas, except for material classified according to Article 669.05(b)(1) or 669.05(c) where field screening is not required.

Field screening shall be performed with either a photoionization detector (PID) (minimum 10.6eV lamp) or a flame ionization detector (FID), and other equipment as appropriate, to monitor for potential contaminants associated with regulated substances. The PID or FID shall be calibrated on-site, and background level readings taken and recorded daily, and as field and weather conditions change. Field screen readings on the PID or FID in excess of background levels indicates the potential presence of regulated substances requiring handling as a non-special waste, special waste, or hazardous waste. PID or FID readings may be used as the basis of increasing the limits of removal with the approval of the Engineer but shall in no case be used to decrease the limits.

669.05 Regulated Substances Management and Disposal. The management and disposal of soil and/or groundwater containing regulated substances shall be according to the following:

- (a) **Soil Analytical Results Exceed Most Stringent MAC.** When the soil analytical results indicate detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in soil established pursuant to Subpart F of 35 Ill. Adm. Code 1100.605, the soil shall be managed as follows:
 - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC, but still considered within area background levels by the Engineer, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable. If the soils cannot be utilized within the right-of-way, they shall be managed and disposed of at a landfill as a non-special waste.
 - (2) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County identified in 35 Ill. Admin. Code 742 Appendix A. Table G, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of at a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation (USFO) within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site at a CCDD facility or an USFO within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (5) When the Engineer determines soil cannot be managed according to Articles 669.05(a)(1) through (a)(4) above and the materials do not contain special waste or hazardous waste, as determined by the Engineer, the soil shall be managed and disposed of at a landfill as a non-special waste.
 - (6) When analytical results indicate soil is hazardous by characteristic or listing pursuant to 35 Ill. Admin. Code 721, contains radiological constituents, or the Engineer otherwise determines the soil cannot be managed according to Articles 669.05(a)(1)

through (a)(5) above, the soil shall be managed and disposed of off-site as a special waste or hazardous waste as applicable.

- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO for any of the following reasons.

(1) The pH of the soil is less than 6.25 or greater than 9.0.

(2) The soil exhibited PID or FID readings in excess of background levels.

- (c) Soil Analytical Results Exceed Most Stringent MAC but Do Not Exceed Tiered Approach to Corrective Action Objectives (TACO) Residential. When the soil analytical results indicate that detected levels exceed the most stringent MAC but do not exceed TACO Tier 1 Soil Remediation Objectives for Residential Properties pursuant to 35 Ill. Admin. Code 742 Appendix B Table A, the excavated soil can be utilized within the right-of-way as embankment or fill, when suitable, or managed and disposed of off-site according to Article 202.03. However, the excavated soil cannot be taken to a CCDD facility or an USFO.

- (d) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Ill. Admin. Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste or hazardous waste as applicable. Special waste groundwater shall be containerized and trucked to an off-site treatment facility, or may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority. Groundwater discharged to a sanitary sewer or combined sewer shall be pre-treated to remove particulates and measured with a calibrated flow meter to comply with applicable discharge limits. A copy of the permit shall be provided to the Engineer prior to discharging groundwater to the sanitary sewer or combined sewer.

Groundwater encountered within trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench, it may be discharged to a sanitary sewer or combined sewer when permitted by the local sewer authority, or it shall be containerized and trucked to an off-site treatment facility as a special waste or hazardous waste. The Contractor is prohibited from discharging groundwater within the trench through a storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive

soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer.

The Contractor shall use due care when transferring contaminated material from the area of origin to the transporter. Should releases of contaminated material to the environment occur (i.e., spillage onto the ground, etc.), the Contractor shall clean-up spilled material and place in the appropriate storage containers as previously specified. Clean-up shall include, but not be limited to, sampling beneath the material staging area to determine complete removal of the spilled material.

The Contractor shall provide engineered barriers, when required, and shall include materials sufficient to completely line excavation surfaces, including sloped surfaces, bottoms, and sidewall faces, within the areas designated for protection.

The Contractor shall obtain all documentation including any permits and/or licenses required to transport the material containing regulated substances to the disposal facility. The Contractor shall coordinate with the Engineer on the completion of all documentation. The Contractor shall make all arrangements for collection and analysis of landfill acceptance testing. The Contractor shall coordinate waste disposal approvals with the disposal facility.

The Contractor shall provide the Engineer with all transport-related documentation within two days of transport or receipt of said document(s). For management of special or hazardous waste, the Contractor shall provide the Engineer with documentation that the Contractor is operating with a valid Illinois special waste transporter permit at least two weeks before transporting the first load of contaminated material.

Transportation and disposal of material classified according to Article 669.05(a)(5) or 669.05(a)(6) shall be completed each day so that none of the material remains on-site by the close of business, except when temporary staging has been approved.

Any waste generated as a special or hazardous waste from a non-fixed facility shall be manifested off-site using the Department's county generator number provided by the Bureau of Design and Environment. An authorized representative of the Department shall sign all manifests for the disposal of the contaminated material and confirm the Contractor's transported volume. Any waste generated as a non-special waste may be managed off-site without a manifest, a special waste transporter, or a generator number.

The Contractor shall select a landfill permitted for disposal of the contaminant within the State of Illinois. The Department will review and approve or reject the facility proposed by the Contractor to use as a landfill. The Contractor shall verify whether the selected disposal facility is compliant with those applicable standards as mandated by their permit and whether the disposal facility is presently, has previously been, or has never been, on the United States Environmental Protection Agency (U.S. EPA) National Priorities List or the Resource Conservation and Recovery Act (RCRA) List of Violating Facilities. The use of a Contractor selected landfill shall in no manner delay the construction schedule or alter the Contractor's responsibilities as set forth.

669.06 Non-Special Waste Certification. An authorized representative of the Department shall sign and date all non-special waste certifications. The Contractor shall be responsible for providing the Engineer with the required information that will allow the Engineer to certify the waste is not a special waste.

(a) Definition. A waste is considered a non-special waste as long as it is not:

- (1) a potentially infectious medical waste;
- (2) a hazardous waste as defined in 35 Ill. Admin. Code 721;
- (3) an industrial process waste or pollution control waste that contains liquids, as determined using the paint filter test set forth in subdivision (3)(A) of subsection (m) of 35 Ill. Admin. Code 811.107;
- (4) a regulated asbestos-containing waste material, as defined under the National Emission Standards for Hazardous Air Pollutants in 40 CFR Part 61.141;
- (5) a material containing polychlorinated biphenyls (PCB's) regulated pursuant to 40 CFR Part 761;
- (6) a material subject to the waste analysis and recordkeeping requirements of 35 Ill. Admin. Code 728.107 under land disposal restrictions of 35 Ill. Admin. Code 728;
- (7) a waste material generated by processing recyclable metals by shredding and required to be managed as a special waste under Section 22.29 of the Environmental Protection Act; or
- (8) an empty portable device or container in which a special or hazardous waste has been stored, transported, treated, disposed of, or otherwise handled.

(b) Certification Information. All information used to determine the waste is not a special waste shall be attached to the certification. The information shall include but not be limited to:

- (1) the means by which the generator has determined the waste is not a hazardous waste;
- (2) the means by which the generator has determined the waste is not a liquid;
- (3) if the waste undergoes testing, the analytic results obtained from testing, signed and dated by the person responsible for completing the analysis;
- (4) if the waste does not undergo testing, an explanation as to why no testing is needed;

(5) a description of the process generating the waste; and

(6) relevant material safety data sheets.

669.07 Temporary Staging. Soil classified according to Articles 669.05(a)(2), (b)(1), or (c) may be temporarily staged at the Contractor's option. Soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) shall be managed and disposed of without temporary staging to the greatest extent practicable. If circumstances beyond the Contractor's control require temporary staging of these latter materials, the Contractor shall request approval from the Engineer in writing.

Temporary staging shall be accomplished within the right-of-way and the Contractor's means and methods shall be described in the approved or amended RSPCP. Staging areas shall not be located within 200 feet (61 m) of a public or private water supply well; nor within 100 feet (30 m) of sensitive environmental receptor areas, including wetlands, rivers, streams, lakes, or designated habitat zones.

The method of staging shall consist of containerization or stockpiling as applicable for the type, classification, and physical state (i.e., liquid, solid, semisolid) of the material. Materials of different classifications shall be staged separately with no mixing or co-mingling.

When containers are used, the containers and their contents shall remain intact and inaccessible to unauthorized persons until the manner of disposal is determined. The Contractor shall be responsible for all activities associated with the storage containers including, but not limited to, the procurement, transport, and labeling of the containers. The Contractor shall not use a storage container if visual inspection of the container reveals the presence of free liquids or other substances that could cause the waste to be reclassified as a hazardous or special waste.

When stockpiles are used, they shall be covered with a minimum 20-mil plastic sheeting or tarps secured using weights or tie-downs. Perimeter berms or diversionary trenches shall be provided to contain and collect for disposal any water that drains from the soil. Stockpiles shall be managed to prevent or reduce potential dust generation.

When staging non-special waste, special waste, or hazardous waste, the following additional requirements shall apply:

- (a) **Non-Special Waste.** When stockpiling soil classified according to Article 669.05(a)(1) or 669.05(a)(5), an impermeable surface barrier between the materials and the ground surface shall be installed. The impermeable barrier shall consist of a minimum 20-mil plastic liner material and the surface of the stockpile area shall be clean and free of debris prior to placement of the liner. Measures shall also be taken to limit or discourage access to the staging area.
- (b) **Special Waste and Hazardous Waste.** Soil classified according to Article 669.05(a)(6) shall not be stockpiled but shall be containerized immediately upon generation in containers, tanks or containment buildings as defined by RCRA, Toxic Substances Control

Act (TSCA), and other applicable State or local regulations and requirements, including 35 Ill. Admin. Code Part 722, Standards Applicable to Generators of Hazardous Waste.

The staging area(s) shall be enclosed (by a fence or other structure) to restrict direct access to the area, and all required regulatory identification signs applicable to a staging area containing special waste or hazardous waste shall be deployed.

Storage containers shall be placed on an all-weather gravel-packed, asphalt, or concrete surface. Containers shall be in good condition and free of leaks, large dents, or severe rusting, which may compromise containment integrity. Containers must be constructed of, or lined with, materials that will not react or be otherwise incompatible with the hazardous or special waste contents. Containers used to store liquids shall not be filled more than 80 percent of the rated capacity. Incompatible wastes shall not be placed in the same container or comingled.

All containers shall be legibly labeled and marked using pre-printed labels and permanent marker in accordance with applicable regulations, clearly showing the date of waste generation, location and/or area of waste generation, and type of waste. The Contractor shall place these identifying markings on an exterior side surface of the container.

Storage containers shall be kept closed, and storage pads covered, except when access is needed by authorized personnel.

Special waste and hazardous waste shall be transported and disposed within 90 days from the date of generation.

669.08 Underground Storage Tank Removal. For the purposes of this section, an underground storage tank (UST) includes the underground storage tank, piping, electrical controls, pump island, vent pipes and appurtenances.

Prior to removing an UST, the Engineer shall determine whether the Department is considered an "owner" or "operator" of the UST as defined by the UST regulations (41 Ill. Adm. Code Part 176). Ownership of the UST refers to the Department's owning title to the UST during storage, use or dispensing of regulated substances. The Department may be considered an "operator" of the UST if it has control of, or has responsibility for, the daily operation of the UST. The Department may however voluntarily undertake actions to remove an UST from the ground without being deemed an "operator" of the UST.

In the event the Department is deemed not to be the "owner" or "operator" of the UST, the OSFM removal permit shall reflect who was the past "owner" or "operator" of the UST. If the "owner" or "operator" cannot be determined from past UST registration documents from OSFM, then the OSFM removal permit will state the "owner" or "operator" of the UST is the Department. The Department's Office of Chief Counsel (OCC) will review all UST removal permits prior to submitting any removal permit to the OSFM. If the Department is not the "owner" or "operator" of the UST then it will not register the UST or pay any registration fee.

The Contractor shall be responsible for obtaining permits required for removing the UST, notification to the OSFM, using an OSFM certified tank contractor, removal and disposal of the UST and its contents, and preparation and submittal of the OSFM Site Assessment Report in accordance with 41 Ill. Admin. Code Part 176.330.

The Contractor shall contact the Engineer and the OSFM's office at least 72 hours prior to removal to confirm the OSFM inspector's presence during the UST removal. Removal, transport, and disposal of the UST shall be according to the applicable portions of the latest revision of the "American Petroleum Institute (API) Recommended Practice 1604".

The Contractor shall collect and analyze tank content (sludge) for disposal purposes. The Contractor shall remove as much of the regulated substance from the UST system as necessary to prevent further release into the environment. All contents within the tank shall be removed, transported and disposed of, or recycled. The tank shall be removed and rendered empty according to IEPA definition.

The Contractor shall collect soil samples from the bottom and sidewalls of the excavated area in accordance with 35 Ill. Admin. Code Part 734.210(h) after the required backfill has been removed during the initial response action, to determine the level of contamination remaining in the ground, regardless if a release is confirmed or not by the OSFM on-site inspector.

In the event the UST is designated a leaking underground storage tank (LUST) by the OSFM's inspector, or confirmation by analytical results, the Contractor shall notify the Engineer and the District Environmental Studies Unit (DESU). Upon confirmation of a release of contaminants and notifications to the Engineer and DESU, the Contractor shall report the release to the Illinois Emergency Management Agency (IEMA) (e.g., by telephone or electronic mail) and provide them with whatever information is available ("owner" or "operator" shall be stated as the past registered "owner" or "operator", or the IDOT District in which the tank is located and the DESU Manager).

The Contractor shall perform the following initial response actions if a release is indicated by the OSFM inspector:

- (a) Take immediate action to prevent any further release of the regulated substance to the environment, which may include removing, at the Engineer's discretion, and disposing of up to 4 ft (1.2 m) of the contaminated material, as measured from the outside dimension of the tank;
- (b) Identify and mitigate fire, explosion and vapor hazards;
- (c) Visually inspect any above ground releases or exposed below ground releases and prevent further migration of the released substance into surrounding soils and groundwater; and
- (d) Continue to monitor and mitigate any additional fire and safety hazards posed by vapors and free product that have migrated from the tank excavation zone and entered into subsurface structures (such as sewers or basements).

The tank excavation shall be backfilled according to applicable portions of Sections 205, 208, and 550 with a material that will compact and develop stability. All uncontaminated concrete and soil removed during tank extraction may be used to backfill the excavation, at the discretion of the Engineer.

After backfilling the excavation, the site shall be graded and cleaned.

669.09 Regulated Substances Final Construction Report. Not later than 90 days after completing this work, the Contractor shall submit a "Regulated Substances Final Construction Report (RSFCR)" to the Engineer using form BDE 2733 and required attachments. The form shall be signed by an Illinois licensed Professional Engineer or Professional Geologist.

669.10 Method of Measurement. Non-special waste, special waste, and hazardous waste soil will be measured for payment according to Article 202.07(b) when performing earth excavation, Article 502.12(b) when excavating for structures, or by computing the volume of the trench using the maximum trench width permitted and the actual depth of the trench.

Groundwater containerized and transported off-site for management, storage, and disposal will be measured for payment in gallons (liters).

Backfill plugs will be measured in cubic yards (cubic meters) in place, except the quantity for which payment will be made shall not exceed the volume of the trench, as computed by using the maximum width of trench permitted by the Specifications and the actual depth of the trench, with a deduction for the volume of the pipe.

Engineered Barriers will be measured for payment in square yards (square meters).

669.11 Basis of Payment. The work of preparing, submitting and administering a Regulated Substances Pre-Construction Plan will be paid for at the contract lump sum price for REGULATED SUBSTANCES PRE-CONSTRUCTION PLAN.

Regulated substances monitoring, including completion of form BDE 2732 for each day of work, will be paid for at the contract unit price per calendar day, or fraction thereof to the nearest 0.5 calendar day, for REGULATED SUBSTANCES MONITORING.

The installation of engineered barriers will be paid for at the contract unit price per square yard (square meter) for ENGINEERED BARRIER.

The work of UST removal, soil excavation, soil and content sampling, the management of excavated soil and UST content, and UST disposal, will be paid for at the contract unit price per each for UNDERGROUND STORAGE TANK REMOVAL.

The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for

NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.

The transportation and disposal of groundwater from an excavation determined to be contaminated will be paid for at the contract unit price per gallon (liter) for SPECIAL WASTE GROUNDWATER DISPOSAL or HAZARDOUS WASTE GROUNDWATER DISPOSAL. When groundwater is discharged to a sanitary or combined sewer by permit, the cost will be paid for according to Article 109.05.

Backfill plugs will be paid for at the contract unit price per cubic yard (cubic meter) for BACKFILL PLUGS.

Payment for temporary staging of soil classified according to Articles 669.05(a)(1), (a)(3), (a)(4), (a)(5), (a)(6), or (b)(2) will be paid for according to Article 109.04. The Department will not be responsible for any additional costs incurred, if mismanagement of the staging area, storage containers, or their contents by the Contractor results in excess cost expenditure for disposal or other material management requirements.

Payment for accumulated stormwater removal and disposal will be according to Article 109.04. Payment will only be allowed if appropriate stormwater and erosion control methods were used.

Payment for decontamination, labor, material, and equipment for monitoring areas beyond the specified areas, with the Engineer's prior written approval, will be according to Article 109.04.

When the waste material for disposal requires sampling for landfill disposal acceptance, the samples shall be analyzed for TCLP VOCs, SVOCs, RCRA metals, pH, ignitability, and paint filter test. The analysis will be paid for at the contract unit price per each for SOIL DISPOSAL ANALYSIS using EPA Methods 1311 (extraction), 8260B for VOCs, 8270C for SVOCs, 6010B and 7470A for RCRA metals, 9045C for pH, 1030 for ignitability, and 9095A for paint filter.

The work of preparing, submitting and administering a Regulated Substances Final Construction Report will be paid for at the contract lump sum price REGULATED SUBSTANCES FINAL CONSTRUCTION REPORT."

80407

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017

Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

“This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor’s work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than \$10,000	25%
\$10,000 to less than \$20,000	20%
\$20,000 to less than \$40,000	18%
\$40,000 to less than \$60,000	16%
\$60,000 to less than \$80,000	14%
\$80,000 to less than \$100,000	12%
\$100,000 to less than \$250,000	10%
\$250,000 to less than \$500,000	9%
\$500,000 to \$750,000	8%
Over \$750,000	7%”

80391

TRAFFIC CONTROL DEVICES - CONES (BDE)

Effective: January 1, 2019

Revise Article 701.15(a) of the Standard Specifications to read:

- “(a) Cones. Cones are used to channelize traffic. Cones used to channelize traffic at night shall be reflectorized; however, cones shall not be used in nighttime lane closure tapers or nighttime lane shifts.”

Revise Article 1106.02(b) of the Standard Specifications to read:

- “(b) Cones. Cones shall be predominantly orange. Cones used at night that are 28 to 36 in. (700 to 900 mm) in height shall have two white circumferential stripes. If non-reflective spaces are left between the stripes, the spaces shall be no more than 2 in. (50mm) in width. Cones used at night that are taller than 36 in. (900 mm) shall have a minimum of two white and two fluorescent orange alternating, circumferential stripes with the top stripe being fluorescent orange. If non-reflective spaces are left between the stripes, the spaces shall be no more than 3 in. (75 mm) in width.

The minimum weights for the various cone heights shall be 4 lb for 18 in. (2 kg for 450 mm), 7 lb for 28 in. (3 kg for 700 mm), and 10 lb for 36 in. (5 kg for 900 mm) with a minimum of 60 percent of the total weight in the base. Cones taller than 36 in. shall be weighted per the manufacturer's specifications such that they are not moved by wind or passing traffic.”

80409

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

“(q) Temporary Sign Supports 1106.02”

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

“For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer’s specifications.”

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

“**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer’s self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device.”

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

“**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019.”

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

“(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department’s qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis.”

80427



Local Public Agency	County	Section Number
City of Pekin	Tazewell	21-00000-00-GM

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted

April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

PREQUALIFICATION

Prequalification is required to bid this project in accordance with check sheet LRS 6.

TRAFFIC CONTROL

Traffic Control shall be in accordance with the applicable section of the Standard Specifications (special attention to Articles 107.09, 107.14 and 1106), the applicable guidelines in the MUTCD Manual and Standards 701006-05, 701301-04, 701051-06, 701701-10, 701801-06, 701901-08.

After award of the contract and before work commences, the Contractor shall furnish the name of the individual in their direct employ who is to be responsible for traffic control for this project. If traffic control is to be accomplished by a subcontractor, consent shall be requested of the Owner after contract award but prior to commencing work in accordance with Article 108.01 of the Standard Specifications for Road and Bridge Construction. This shall not relieve the Contractor of the requirement for a responsible individual in their direct employ.

Driveways shall be kept open to at least one lane unless written permission is obtained from the owner or all users of the driveway and approval by the City is granted. Two consecutive side streets may not be closed at the same time. The Contractor shall obtain approval from the City prior to closing side streets. The Contractor shall be responsible for notifying residents along the work area of impending work. This may be completed by providing written notes to the occupants. The City shall determine the time frame in which the Contractor shall notify residents along the work area of impending work. The City shall also determine the frequency the Contractor shall notify residents along the work area of impending work. The Contractor shall provide the City of Pekin notice that work will begin at least 5 days in advance of the start date.

All flaggers and road construction signage required to complete the project shall be considered included in Traffic Control. This includes flaggers for side roads.

All barricades in the roadway shall have functioning lights.

The entire project shall be kept open to through traffic except as noted above.

All Traffic Control required shall be included in the price for Traffic Control, Complete.

Contractor shall not block mailboxes at any time during the project.

Local Public Agency

County

Section Number

City of Pekin

Tazewell

21-00000-00-GM

CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT

This work shall consist of removal and replacement of curb and gutter in designated areas. Removal of the curb and gutter shall be done in accordance with Section 440 of the Standard Specifications. Pavement removal and replacement to complete gutter removal and replacement will be considered as included in the contract unit price of COMBINATION CURB AND GUTTER REMOVAL and COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 as appropriate. Removal or excavation in front of and/or behind the existing back of curb and gutter will be considered as included in the contract unit price per Foot of COMBINATION CURB AND GUTTER REMOVAL and COMBINATION CONCRETE CURB AND GUTTER as appropriate.

Replacement of the curb and gutter section shall be done in accordance with Section 606 of the Standard Specifications. Contraction joints shall be sawed at an interval not to exceed 15 feet. The curb type shall match that which exists on each side of the curb to be replaced. Any excavation in front of (in the pavement) and/or behind the curb and gutter (landscaped areas, sidewalk, and driveway pavement) shall be patched and/or landscaped, and/or sidewalk constructed and/or driveway pavement constructed per the pavement patch detail and other detail(s) in the plans. No asphalt patching will be required on this job. The City will contract out asphalt work separately. Concrete base course shall be poured in front of the curb up to 1.5 inches below the top of curb pan. The concrete base course shall be included in the cost of COMBINATION CONCRETE CURB AND GUTTER.

The section of curb and gutter replaced shall be tied to the existing curb and gutter with 18" long dowel bars (#6) in accordance with Detail A on Standard 606001-07.

All work described in this section and any collateral work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL and COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12.

SCHEDULE

All curb removal, replacement, and base course patching shall be completed by August 30, 2021. All work shall be completed by October 30, 2021. Article 108.09 (Failure to Complete the Work on Time) in the Standard Specifications shall apply.

UTILITY ADJUSTMENTS

The Contractor will be responsible for coordinating any gas or water valve adjustments. This work will be considered as included in the contract unit price per square foot of PC Concrete Sidewalk 4".

LANDSCAPING COMPLETE

Furnishing and placing topsoil, seeding, fertilizing, and mulching shall be done in accordance with Articles 211, 250, and 251 of the Standard Specifications except for the following revisions.

All disturbed landscaped areas shall be restored to their condition that existed prior to the project. For turf areas the work includes furnishing and placing topsoil, seeding, fertilizing, and mulching (erosion control blanket for any area larger than 12" in width and method 1 for any area less than or equal to 12" in width). For non-turf areas, the work may consist of but may not be limited to the following:

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- removal of existing rock mulch
- furnishing new rock mulch (washed gravel: type, color, and gradation shall match existing)
- furnishing and placing topsoil as applicable
- furnishing and installing weed barrier as applicable
- removing, salvaging, and reinstalling existing cobbles
- removing, salvaging, and reinstalling existing brick edging

The materials may be purchased locally and placed as directed by the City.

The seed mixture shall be applied at 100 pounds/acre. The mixture shall be one that contains a high percentage of Kentucky Blue Grass. All seeds shall meet the purity and noxious weed requirements of Article 1081.04 of the Standard Specifications, and be approved by the engineer.

The fertilizer nutrients shall be applied at a rate of 270 lbs. of actual nutrients per acre. The fertilizer furnished shall be ready mixed material having a ratio of (1-1-1).

The Contractor shall provide the engineer with the test results from the seed container and the chemical analysis of the fertilizer nutrients.

Landscaping items (topsoil, seed, fertilizer, mulch, cobbles, edging, weed barrier, etc.) shall be included in the contract and will not be paid for separately.

STAKING

The Owner will provide painted marks for curb removal and sidewalk removal. The Contractor shall verify that the removal limits for sidewalk are sufficient to provide ADA compliant ramps. If additional removal is determined to be necessary, the Engineer must approve the new limits. Any layout or staking work to be done by the Contractor will be considered as included in the contract.

PCC SIDEWALK AND ADA RAMPS

Sidewalk and ADA work shall be constructed in accordance with Section 424 of the Standard Specifications and in accordance with the most recent publication of the Guidelines for Pedestrian Facilities in the Public Right-of-Way. After the forms for sidewalk and ADA ramps are in place, the Engineer will review the completed formwork with the Contractor.

SIGN RELOCATION

Stop signs or other existing signs that require temporary removal during construction shall be replaced after construction at no additional cost. The cost for removing, storing and replacing signs shall be considered as included in the contract.

MANHOLE ADJUSTMENTS

This work shall be constructed in accordance with Section 602 of the Standard Specifications and shall include removing the existing manhole casting, adding or removing riser rings, and resetting the manhole casting to the correct elevation. All work described in this section and any collateral work will be paid for at the contract unit price Each for Manhole Adjustments.

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INLETS ADJUSTMENTS

This work shall be constructed in accordance with Section 603 of the Standard Specifications and shall include removing the existing inlet casting, adding or removing riser rings, and resetting the inlet casting to the correct elevation. All work described in this section and any collateral work will be paid for at the contract unit price Each for Inlet Adjustments.

PCC DRIVEWAY PAVEMENT 6"

PCC Driveway shall be constructed in accordance with Section 423 of the Standard Specifications and paid for at the contract unit price per square yard for PCC Driveway Pav't 6".

CONCRETE MEDIAN SURFACE 4"

Concrete Median Surface 4" shall be constructed in accordance with Section 606 of the Standard Specifications and paid for at the contract unit price per square foot for Concrete Median Surface 4".

CONCRETE MEDIAN SURFACE, TYPE SB6.12

Concrete Median Surface, Type SB6.12 shall be constructed in accordance with Section 606 of the Standard Specifications and paid for at the contract unit price per square foot for Concrete Median Surface, Type SB6.12. For solid concrete median, the unit price includes concrete curb and gutter.

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. A 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 or 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, vactor 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) at 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 -- Bri Macadem; 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 a 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.



REQUEST FOR COUNCIL ACTION

Agenda Date: July 1, 2021
To: Council Members
From: Nicole Stewart, Deputy Clerk

AGENDA ITEM: Resolution No. 287-20/21 Approve Waiver and Release of Lien for Properties at 5th & Amanda

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Staff is requesting this item be removed from the agenda for further review.

FINANCIAL IMPACT:

Requested Amount:

Line Item:

Budgeted Amount:

Remaining Funds:

IMPACT IF APPROVED:

IMPACT IF DENIED:

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

6/30/2021

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



REQUEST FOR COUNCIL ACTION

Agenda Date: July 1, 2021
To: Council Members
From: Nicole Stewart, Deputy Clerk

AGENDA ITEM: Ordinance No. 2993-21/22 Approve Lease Agreement with Leman Property Management

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: This ordinance is for a lease agreement with Leman Property Management for the use of the space at 2936 Court Street for the purposes of a field office for the Court Street construction project. This office space will be used for the resident engineer to complete paperwork and hold any necessary meetings with City staff or the contractor regarding the project. This space is directly adjacent to the project and will be a convenient location. Having a close field office will help with efficiency of Millennia Professional Services, the City's hired consultant for construction engineering on this project. As the consultant will be charging the City at an hourly rate, it is in the City's best interest to provide this space. The space will likely be utilized through December.

FINANCIAL IMPACT:

Requested Amount: \$575.00 monthly; \$3,450.00 total
 Line Item: See Revised Capital Budget Capital Plan
 Budgeted Amount: \$3,545,733.00
 Remaining Funds: \$3,545,733.00

IMPACT IF APPROVED: Lease Agreement will be approved

IMPACT IF DENIED: Lease Agreement will not be approved

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.
X	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

6/30/2021

Date:

WHEREAS, the City has a planned construction project on Court Street from July to December 2021;
and

WHEREAS, the City has hired Millennia Professional Services to complete construction oversight of the project and associated paperwork; and

WHEREAS, the City Council of the City of Pekin finds that the lease agreement from Leman Property Management for 2936 Court Street, attached hereto as Exhibit A, is reasonable.

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. The Mayor and/or the City Manager is authorized and directed to enter into a Lease Agreement with Leman Property Management, in substantially the form set forth in Exhibit A attached hereto, with such revisions and modifications as the Mayor and/or City Manager deems necessary and appropriate.

Section 3. The City Clerk is directed to attest to the execution of the Lease Agreement 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

Sunset Plaza Shopping Center Lease

This lease agreement is entered into between the lessor and the lessee this 22 day of June at Pekin, Illinois.

1. **Definitions.** Unless the context expressly provides otherwise, the following terms shall have the following meanings;

- (a) “common areas” shall mean all areas and facilities in Sunset Plaza Shopping Center which are provided and designated by the lessor for the general use and convenience of the lessee and other lessees in Sunset Plaza Shopping Center and their respective agents, employees, customers, guests, and invitees. Common areas include without limitations the land and facilities used for parking, landscaped areas, walks and sidewalks, arcades, corridors, loading areas, sanitary sewers, utility lines and the like.
- (b) “Sunset Plaza Shopping Center” shall mean the real estate and improvements located at the addresses having even numbers between and including 2910 to 2996 Court Street, Pekin, IL 61554 and legal described as follows:

All of Lot 1 in Sunset Hills Extension No. 10, a Subdivision of part of the N.E. 1/4 Section 12, and a Resubdivision of Outlot “A” of Sunset Hills Extension No. 8, a Subdivision of part of the N.E.1/4 Section 12, all in Township 24 N., Range 5 W., of the 3rd P.M., **EXCEPT** the following:

Commencing at the Northwest corner of said Lot 1, thence North 74o-50’ East along the Northwesterly line of said Lot 1, a distance of 33.87 feet to the point of beginning of a tract to be described, thence continuing North 74o-50’ East along the Northwesterly line of said Lot 1, a distance of 142.0 feet; thence South 58o-8’ East along the Northeasterly line of said Lot 1, a distance of 42.38 feet; thence S. 15o-29’ East along the Northeasterly line of said Lot 1, a distance of 179.0 feet; thence South 72o-22.7’ West, a distance of 172.46 feet; thence North 15o-10’ West, a distance of 217.0 feet to the point of beginning, containing 0.831 acres, situated, lying and being in the County of Tazewell and the State of Illinois.

- (c) “the lessee” shall mean City of Pekin, Pekin, Illinois 61554; the lessee’s trade name is _____.

(d) "the lessor" shall mean Leman Property Management Company, 2807 Broadway Rd., Suite B, Pekin, Illinois 61554, as agent for owners of the premises.

(e) "premises" shall mean that part of the Sunset Plaza Shopping Center commonly known as Space(s) 2936 Court Street, Pekin, Illinois containing approximately 2,262 square feet of floor area (measured to the exterior of the outside walls and to the center of the interior demising walls), together with the appurtenances specifically granted in this lease agreement, but reserving unto the lessor the use of the exterior walls, the roof, and the right to install, maintain, use, repair, and replace pipes, decks, conduits, wires, and similar matters.

2. **Demise.** The lessor leases the premises to the lessee, and the lessee leases the premises from the lessor.

3. **Condition.** The lessee accepts the premises in the condition existing at the commencement of this lease agreement.

4. **Purpose.** The premises are to be used by the lessee for the purpose of: general office space.

The lessee shall not use the premises for a purpose which is a significant deviation from that stated without the previous written consent of the lessor.

5. **Term.** The initial term of this lease shall be for 1 months, commencing on the 1st day of July, 2021, and ending on the 31st day of July, 2021. The lease shall automatically renew monthly for up to twelve months until either party provides thirty days written notice of termination of the lease. ~~If the lessor shall be unable to deliver possession of the premises to the lessee for a period of 15 days after the commencement of this lease, the lessee may, by written notice to the lessor within 21 days after the commencement of this lease, declare this lease agreement void, and such declaration shall be the lessee's sole remedy; if the lessee shall not make that declaration, the monthly rental installments shall be ratably adjusted for the period of non-possession.~~

~~The lessee shall have the option to renew this lease for ___ terms of ___ months each, so long as the lessee shall have given the lessor ninety (90) days' written notice thereof prior to the expiration of the initial term and so long as the lessee shall not have been in default at the time of the exercise of said option through and including the commencement of the additional term.~~

~~On the first day of the first year of the extended term, the basic monthly rent shall be increased for the extended term in the same proportion that the Consumer Price Index for All Urban Consumers—United States City Average: All Items—Series A (1982-4=100) of the United States Department of Labor for the last month of the expired term shall have increased over such index figure for the first month of the previous lease term. If a different base period is used in determining the index number at the time of the extension of the term, the computation of the new base rental shall reflect any change therein. If at any time prior to the first day of the extended term the aforesaid index shall cease to be published, there shall be substituted for such index the most similar economic indicator then published, if any. If the parties cannot agree as~~

to such substitute or if none shall be published, the lease shall terminate. In no event shall the basic monthly rent be less than U.S. \$ _____.

6. **Rent.** During the term of the lease and any extension thereto, the lessee shall pay to the lessor monthly rent of U.S. \$ 575.00, in advance, on the first day of each month, the first payment to be made upon the lessee's execution of this lease agreement for the first year of the lease.

A late payment fee of \$ 50.00 shall be paid by the lessee to the lessor, without notice or demand, if the lessee shall fail to make any rental payment by the 5th day after it is due. In addition to any other remedies available to the lessor, the lessee shall pay to the lessor, without notice or demand, a handling fee of \$25.00 for any check tendered for rental payments which shall have been returned unpaid as occasioned by insufficient funds.

All such rental (and additional) payments shall be made to the lessor at 2807 Broadway, Suite B, Pekin, Illinois, 61554 unless the lessor shall have notified the lessee of a change thereof.

7. **Real Estate Taxes** The lessee shall pay to the lessor the lessee's pro rata portion of any increase in real estate taxes or assessments for the taxable parcel of real estate on or in which the premises are in whole or in part located, and the lessee's portion shall be that portion of each such increase in real estate taxes or assessments which the floor area of the premises bears to the total floor area of the taxable parcel of real estate, provided that the lessee's portion of any such increase shall be prorated for any partial lease year. The lessee shall pay to the lessor the lessee's portion of each such increase within 30 days after the lessor shall have notified the lessee thereof. The lessee will pay all personal property taxes levied upon the furniture, fixtures, machinery, equipment, and other personal property owned by the lessee. For the taxes, assessments, and equivalent governmental claims which have accrued but which are not due and payable at the expiration of the term of this lease agreement, the lessee shall pay to the lessor at the time that the last monthly rental installment is due an amount which based upon the most recent tax bill is estimated to be the amount attributable to the lessee; if a fund is established under paragraph 9, to the extent available, the lessor may make such payment on the lessee's behalf from such fund. The base real estate taxes for purpose of this computation are \$ ____.

As used in this section, the total floor area of the taxable parcel of real estate shall mean the aggregate number of actual number of square feet of floor space within the exterior faces of the building(s) to which the applicable real estate tax bill applies, which may or may not include other rented spaces in Sunset Plaza Shopping Center and which may change from time to time in the offices of the taxing authorities, excluding, however, space on roofs, space on loading docks, the second level of any deck stock area, common areas, and, if applicable, mezzanines; the floor area of the premises shall mean the actual number of square feet of floor space within the premises, and there shall be no deduction or exclusion by reason of columns, stairs, or other interior construction or equipment within the premises.

8. **Insurance.** The lessee shall procure and maintain for the benefit of the lessor and the lessee general liability policies of insurance insuring against property and personal injury arising from the use, misuse, or abuse of the premises or its appurtenances. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept. Initially, the amounts of such insurance shall be U.S. \$ 1,000,000.00 for death or personal injury per person, U.S. \$ 1,000,000.00 property damage, and U.S. \$ 1,000,000.00 per occurrence. The

lessee will promptly pay when due any premiums on any such policy or policies at least ten days prior to the expiration date(s) thereof, marked "paid" by the issuing company or agent.

The lessee shall procure and maintain for the benefit of the lessor and the lessee worker's compensation or similar insurance, plate glass insurance, product liability insurance, all risk/builder's risk insurance (for all alterations and improvements to be performed by the lessee if any), and fire and casualty insurance with extended coverage, including without limitation vandalism and malicious mischief, covering all of the lessee's stock-in-trade, fixtures, furniture, machinery, equipment, and all other improvements and betterments in an amount of at least 80% of their replacement cost. Such policies of insurance shall be in such form and amounts and by such companies, as the lessor may accept.

The lessor shall have the right to direct the lessee to increase all such insurance coverages whenever the lessor shall consider them to be inadequate.

Nothing herein contained shall be construed as requiring the lessee to procure fire or casualty insurance on the building(s).

9. Tax and Insurance Fund. Upon the lessor's demand and without limiting the effect of the provisions of paragraph 7 and 8, the lessee shall pay to the lessor monthly at the time when each monthly rental installment is payable, an amount estimated to equal one-twelfth of the annual premiums for the aforesaid insurance coverage and the lessee's portion of increases in annual real estate taxes, assessments, and other equivalent governmental claims which may at any time be a lien upon the premises, and on demand, from time to time, the lessee shall pay to the lessor additional sums necessary to pay such premiums and other payments, all as estimated by the lessor, the amounts so paid to be security for such premiums and other payments and to be used in the payment thereof. ~~At the lessor's option, the lessor may make such payments available to the lessee for the purpose of making the subject payments or may make such payments on the lessee's behalf. All amounts so paid shall be deemed to be trust funds, but no interest shall be payable. Upon the occurrence of an event of default, the lessor shall have the right to apply any amounts so held against any amounts due under this lease agreement. This provision shall apply only after the occurrence of an event of default (whether or not it is cured).~~

10. Utilities. The lessee shall pay for all water, sewer, natural gas, electricity, ~~garbage removal~~, telephone service and any other utility product or service used on the premises during the term of this lease or the lessee's occupancy of the premises. ~~However, the lessor reserves the right to require the lessee to use trash removal as a part of the operation of the common area, the cost of which would then be included in the common area fees.~~

11. Security Deposit. The lessee has deposited with the lessor the additional sum of U.S. \$ 0, as security for the lessee's performance under this lease agreement. After the occurrence of an event of default, the lessor may apply any portion of the security deposit to the payment of any amounts due under this lease agreement. The security deposit or any balance of the security deposit shall be returned without interest to the lessee after the lessee has vacated the premises in an acceptable condition.

12. The Lessee's Direct Competitors. ~~During the term hereof, the lessor shall not lease any space in Sunset Plaza Shopping Center to be operated for a purpose which is in direct competition with the lessee's stated purpose herein. The lessor, however, shall not be responsible~~

of liable for any other lessee's or occupant's pre-existing right to engage in competition with the lessee. Moreover, the lessor shall not be responsible for other lessee's activities which contravene these proscriptions on direct competition unless caused by the lessor's fault. The lessor agrees to use the lessor's best efforts to control this type of direct competition between or among lessees. Such enforcement shall be in the lessor's discretion. Similarly, the lessee shall not engage in any business or practice which shall be in any direct competition with any other lessee or occupant of Sunset Plaza Shopping Center.

13. Access to Premises, Shopkeeper, and Lighting: ~~In connection with interior access which is controlled by the lessor, the lessee shall be permitted access to its space one hour before business hours and one half hour after closing. Other interior access shall be permitted only by special arrangement by the lessor. Access for loading and unloading of goods shall be done only at such times and through the entrances designated by the lessor.~~

~~_____ The lessee shall maintain a shopkeeper, in the premise at all times during normal business hours, and the lessee's business shall be open for business during all normal business hours.~~

~~_____ The lessee shall keep all exterior and interior display windows, electrical signs, and the like well lighted from dusk until a reasonable hour as determined by the lessor, unless prevented by cause beyond the lessee's control. _____~~

14. Common Areas and Common Area Fees. The lessee's space shall be open and accessible to the common area designed for public pedestrian ways.

The lessee shall be responsible for the lessee's share, as hereinafter described, of the common area expenses for the Sunset Plaza Shopping Center common area, and the exterior common area. Sunset Plaza Shopping Center common area expenses respectively shall include without limitation: general maintenance, repairs, replacements, and improvements; cleaning; janitorial services; policing, protection, and security; wages; unemployment taxes; social security taxes; supplies; utilities separately metered for the common area; reasonable depreciation on maintenance and operating machinery and equipment owned by the lessor or rent paid for such machinery and equipment if rented by the lessor; insurance; lighting; and heating and cooling expenses. The exterior common area expenses shall include without limitation; general maintenance, repairs, replacements, and improvements; resurfacing; striping; snow removal; replacement of directional signs, drainage and lighting; cleaning; costs and expenses of planting, replanting and replacing flowers, shrubs, other plants and other landscaping expenses; policing, protection, and security; wages; unemployment taxes; social security taxes; supplies; utilities separately metered for the common area; reasonable depreciation on maintenance and operating machinery and equipment if owned by the lessor or rent paid for such machinery and equipment if rented by the lessor; insurance; lighting; and maintenance.

The lessee shall pay to the lessor, within 30 days after receipt of a reasonably itemized statement, to be prepared and submitted by the lessor not less than on a semi-annual basis, of all costs and expenses of every kind and nature paid or incurred by the lessor in common area expenses of Sunset Plaza Shopping Center, a sum which is equal to the combination of:

0% of the total Sunset Plaza Shopping Center common area expenses;
0% of the total Sunset Plaza Mall 3 common expenses;

Commented [BY1]:

15. Maintenance, Repairs and Replacements. The lessee shall maintain the premises in good condition, and shall make all repairs and replacements necessary for such routine maintenance, including without limitation any repair or replacement of any damaged or broken locks, hinges, closers, doors, or (glass or screen) windows or any other thing damaged or broken as occasioned by acts or omissions of the lessee or the lessee's employees, agents, customers, guests, or invitees. The lessor shall have no duty or obligation for any maintenance, repair, or replacement of the premises, except that the lessor shall make all necessary structural and roof repairs to Sunset Plaza Shopping Center unless the damage is due to the lessee's fault.

Furthermore and without limitation, the lessor shall not be liable to the lessee or any third party for any damages done by reason of (a) any water overflow or backwater from sewers or downspouts, (b) the bursting, leaking, or failure of any water, steam, or gas pipes, (c) the defect or failure of the heating plant, air conditioning system, electrical apparatus and wires, plumbing, HVAC equipment, stairs, or walks, (d) the wind, (e) equipment or appurtenances in disrepair (f) broken glass (g) falling fixtures, plaster, stucco, or the like, (h) water, snow or ice on or coming through the roof, skylights, doors, stairs and walks or any other thing on or near the premises, or (i) the existence of any other condition which is the responsibility of the lessee or others. However, the lessor shall be liable to the lessee for damages if the lessor fails to commence and complete repairs which are the lessor's responsibility within a reasonable period of time after receipt of written notice from the lessee.

Any damage done to the section of the building leased to the Lessee which occurs as a result of vandalism, a burglary or burglaries is the sole responsibility of the Lessee.

16. Signs and Decor. All signs, space decor, displays, fixtures and improvements shall be designed and installed in good taste and in harmony with Sunset Plaza Shopping Center's decor, and the lessee shall remove promptly following the lessor's demand any such item which shall not be in keeping with the general concept of Sunset Plaza Shopping Center's appearance. Furthermore, the lessee shall not install any exterior sign, lighting, plumbing fixtures, shades, awnings, decorations, painting, or other change in the exterior of Sunset Plaza Shopping Center without the lessor's prior written consent.

17. Lessee and Employee Parking. The lessee and the lessee's employees shall park their vehicles (limited to automobiles, pick-up trucks, vans, and motorcycles) only in those portions of the parking area designated for that purpose by the lessor.

18. Modification of Shopping Center. The lessor reserves the right to change, modify, add to or subtract from the size and dimensions of Sunset Plaza Shopping Center or any part thereof including without limitation the number, locations, and dimensions of buildings and stores, walkways, corridors and sidewalks, the number of floors in any building, the location, size, and number of tenant spaces the identity, type and location of other stores and tenants, and the size, shape, location, and arrangement of common areas, and to design and decorate any portion of Sunset Plaza Shopping Center as it desires.

19. Subordination. Lessee agrees that this lease shall be subordinate to the lien of any mortgage now or hereafter placed upon Sunset Plaza Shopping Center or any part of Sunset Plaza Shopping Center, and the lessee hereby irrevocably constitutes and appoints the lessor as the lessee's attorney-in-fact coupled with an interest to execute any subordination agreements

which may be required in connection with negotiation or execution of any such mortgage. Moreover, the lessee agrees to execute a subordination agreement, estoppel certificate, or such other paper and document as may be reasonably requested in connection with such mortgage transaction(s).

20. Disclaimer of Warranties. The lessor disclaims (and the lessee accepts such disclaimer and waives any claim to the contrary) any warranties, express or implied, of merchantability, fitness for a particular purpose, or otherwise of the heating and air conditioning equipment and systems or any other equipment, system, fixture, or goods attending this leasehold interest. To the extent any items affecting the leasehold are warranted by the manufacturer or any other third party, the lessor will apply any benefit received by reason of such warranties to the repair of maintenance thereof.

21. Assignment/Sublease. The lessee shall not assign this lease or enter into any sublease for the premises without the prior written consent of the lessor. The lessor may assign this lease, and, if so, shall assign all security deposits, prepaid rent, taxes, insurance, and other similar prepaid items to the lessor's assignee.

22. Alterations/Improvements. The lessee shall make no alterations or improvements to the premises without the lessor's prior written consent. In any event, any such alteration or improvement for which there is no prior written consent shall become a part of the premises to be surrendered to the lessor at the end of the term. Moreover, any alteration or improvement and all incidental work shall be completed by the lessee or its agents, contractors, or the like within days following commencement of this lease term or such alteration or improvement. Additionally, the lessee shall permit no lien to attach to or claim of lien to be made against the premises.

23. Casualty Damage. If any part of the premises shall have been totally destroyed by fire, flood, or other unavoidable casualty such that repairs or replacements cannot reasonably be completed within one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, this lease shall terminate and the rent shall be abated for the unexpired portion of this lease, effective the date of such written notification. If, however, such repairs or replacements can be completed within that period and within ninety days of the expiration of the lease term, the lessor shall repair or replace all improvements to substantially the same condition in which they existed prior to such damage. If the casualty damage occurs within ninety days of the expiration of the lease term, the lessor shall not be required to repair or replace such damage. If any portion of the premises shall be un-tenantable following such casualty damage, rent shall be equitably adjusted, considering the portion being un-tenantable and the period during which it shall have been un-tenantable. In the event that the lessor should fail to complete the repairs or replacements within the one hundred twenty days from the date of written notice by the lessee to the lessor of the occurrence of the damage, the lessee may terminate this lease by written notice to the lessor, and such termination shall be the lessee's sole remedy. The lessee shall be solely responsible for repairing or replacing any improvement, fixture, or item of personal property originally installed by the lessee which is not covered by casualty insurance, and nothing in this clause shall be construed as imposing on the lessor the duty to procure such insurance.

24. **Eminent Domain.** If all of the premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or if all of the premises is sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall abate effective the date upon which the condemning authority shall take possession of the premises. If less than all of the premises shall be taken or sold under such conditions, (a) the lessor may terminate this lease by written notice to the lessee, and the rent shall be abated as of the date upon which the condemning authority shall have taken possession of the premises or, (b) the lessor may rebuild or restore the improvements so long as such construction or restoration shall make the premises reasonably tenantable considering the uses for which the premises are leased, and the rent shall be equitably adjusted considering the portion of the premises being un-tenantable and the period during which it shall be un-tenantable.

The lessor and the lessee shall each be entitled to prosecute or defend and receive separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceeding.

25. **Waste, Nuisance, and Use.** The lessee shall not commit or permit any waste of the premises; the lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises; the lessee shall not use and shall not permit another to use the premises for any unlawful purpose or for any purpose which would increase the fire and casualty insurance premium. There shall be no occurrence of an event of default as occasioned by any claimed unlawful use of the premises so long as (a) the lessee shall contest in good faith, diligently, and in accordance with all applicable laws, statutes, ordinance, rule, or regulation, (b) the lessee shall pay when due any zoning or use charges or fees claimed due, under protest, (c) the lessee shall fund any indemnity expense fund as provided in paragraph 29, (d) the lessee shall perform all other acts necessary to prevent the creation of any lien or claim of lien against the premises, and (e) the lessee shall not have admitted that there shall be no further appeals taken or there shall have been no final non-appealable disposition of any such contest.

Furthermore, the lessee shall not (a) install any interior or exterior advertising media without the lessor's prior written consent (b) keep or display any merchandise on the common areas or outside the confines of the premises, (c) otherwise obstruct the sidewalks or common areas, (d) fail to maintain the show windows and signs in a neat, clean and presentable condition, (e) use any loud speakers, phonographs, radio broadcast, or other form of communication that can be heard outside the premises, or (f) place or permit the placement of any exterior antenna, aerial, or the like.

The lessor shall designate areas for the placement of trash and refuse, and lessee shall place its trash and refuse in that area for pick up by trash removal contractors.

In general, the lessee shall not perform or allow to be performed any acts or practices which may injure the building or which may cause a nuisance to or be objectionable to other tenants.

The lessee shall not conduct or allow to be conducted any auction, fire or bankruptcy sale, or similar business practice without the lessor's prior written consent.

The lessor reserves the right, after consultation with the lessee, to promulgate reasonable rules and regulations relating to the use of the common areas as the lessor may deem appropriate. The lessee shall abide by such rules and regulations. The rules and regulations or amendments thereto shall be binding upon the lessee ten days after delivery of a copy of them to the lessee.

26. Quiet Enjoyment. The lessor covenants that the lessee shall peacefully hold and enjoy the premises so long as the lessee shall not be in default or breach.

27. Indemnities.

Lessee. The lessee holds harmless and indemnifies the lessor from all loss, liability, or expense that may be incurred by reason of (a) the lessee's failure to observe any covenant or perform any agreement hereunder or (b) any accident, damage, neglect, misadventure, use, misuse, or abuse of the premises or its appurtenances by the lessee, the lessee's employees, agents, customers, guests, invitees, and all others claiming by or through the lessee; these indemnities shall include all costs and expenses of defense, including reasonable attorney's fees, which the lessor may require to be funded, in advance, from time to time, by written notice to the lessee.

Lessor. Landlord shall indemnify and hold Tenant harmless from and against: (i) all claims arising from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from any negligence of the Landlord, or any of the Landlord's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and (ii) any and all costs or expenses incurred by Tenant as a result of Landlord's failure to perform any of its obligations hereunder. In case any action or proceeding is brought against Tenant by reason of any claim described above, Landlord shall defend the same at Landlord's expense by counsel satisfactory to Tenant.

28. Expiration of Term, Renewal, Holding Over. At the expiration of the lease term, the lessee shall yield up to the lessor all of the premises, in good condition, reasonable wear and tear excepted, considering the lessee's obligations for maintenance, repairs, and replacements. The lessee shall, prior to the expiration of the lease term, remove all property belonging to the lessee which shall not have become a part of the premises. If the lessee shall not have surrendered the premises, as agreed, the lessor may without notice deem this lease to be renewed for as a tenancy from month-to-month at one hundred fifty percent (150%) the annual rent from the immediately preceding term.

29. Default and Remedies. It shall be an event of default (a) if the lessee fails to observe any covenant or perform any agreement, including the failure to pay any monthly rental installment within 10 days of its due date and including the abandonment or vacation of the premises or the appearance thereof, (b) if the lessee shall be in bankruptcy (whether voluntarily or involuntarily), (c) if the lessee shall make an assignment for the benefit of creditors, (d) if any creditor of the lessee shall institute any collection suit against the lessee, or (e) if the lessee dies or, if the lessee is other than a natural person, is dissolved or terminated, whether voluntarily or involuntarily.

Upon the occurrence of an event of default, the lessor may immediately and without notice accelerate all sums due or to become due under this lease so that they are immediately due and payable, including reasonably anticipated costs and expenses, including attorney's fees, and enter and repossess the premises and evict the lessee and those claiming under the lessee without

being deemed to be guilty in any manner of trespassing; such repossession and eviction shall not prejudice any remedies which might otherwise be used by the lessor for arrears of rent or for any breach of the lessee's agreements.

All unpaid sums which shall become due under this agreement shall be deemed additional rent for purposes of any claim for rent maintained under the forcible entry and detainer laws. If the lessor shall make any expenditures which should have been made by the lessee, each such expenditure shall accrue interest at the rate of 1.5% per month until fully repaid by the lessee to the lessor; examples of such expenditures without limitation are the payment of charges for taxes, assessments, insurance premiums, utilities, maintenance, repairs, and replacements; nothing contained in this provision shall be construed as imposing any obligation on the lessor to make any such expenditure, and the lessor shall have no such obligation.

The lessor shall have no obligation to procure any subtenant for the benefit of the lessee, but if the lessor shall procure such subtenant, the lessee shall be credited with the rental payments made by such subtenant during the term of this lease less all reasonable amounts incurred or expended in procuring such subtenant.

The lessor shall have a lien upon all goods, chattels, and personal property belonging to the lessee which are in or on the premises as security for the payment of rent and all other sums due under this lease agreement. Such lien shall not be in lieu of or in any way affect any statutory lien in favor of the lessor. Upon request, the lessee shall execute and deliver to the lessor financing statement(s). The parties shall have all rights and remedies as to such personal property as provided in the Illinois Uniform Commercial Code.

All rights and remedies of the lessor shall be cumulative, and the exercise of one shall not exclude the exercise of any other. Such rights and remedies may be exercised and enforced concurrently or non-concurrently and whenever and as often as the occasion may arise. The lessor's rights and remedies shall be liberally allowed and construed.

30. Miscellaneous. The lessor's failure to insist on the lessee's strict performance hereunder shall not be construed as a waiver of or as an estoppel to the lessor's right to insist on strict performance of the same or a different matter at a later time. This lease agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors of all kinds. This lease agreement shall be modified only in writing executed by the party against whom such modification is chargeable. In the event of litigation arising under this lease agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees, whether incurred prior to or after the commencement of suit, and at any level of court. This lease agreement shall be governed by the laws of the State of Illinois. Time is of the essence of this agreement. Statutory notices and demands shall be made as provided by statute; all other notices, demands, or requests shall be deemed received the date and time (if available) (a) of personal service, (b) as indicated on the receipt of U.S. Postal Mail, certified or registered, return receipt requested (c) as indicated on any receipt of any reputable private delivery firm, or (d) five days after depositing an envelope having fully pre-paid, first class postage stamps affixed in an official U.S. Postal Service receptacle; with the exception of personal service, all such notices and demands other than those specifically governed by statute shall be addressed according to paragraph 1 unless either party shall notify the other of a change in such address pursuant to this provision. The lessor may enter and inspect the premises for any reason during normal business hours or at any other time under exigent circumstances. The lessor shall be permitted reasonable access to the premises for the purpose of exhibiting the premises to potential lessees during the

last three months of the term of this lease, so long as such access shall not unnecessarily interfere with the conduct of lessee's business. If the lessor shall convey the premises to a third party, the lessor is exculpated from liability or obligation following such conveyance so long as the grantee or transferee has prior notice or knowledge of the existence of this lease. This lease interest shall not constitute an asset of the lessee in the event of bankruptcy or other insolvency or debtor/creditor proceedings and arrangements. If any part(s) of this agreement are determined to be invalid, unenforceable, or unlawful, this agreement shall be construed as if each such part was never included in this agreement. The captions used in this agreement are for convenience only and in no way define, limit, or describe the scope, intent or construction of this agreement or its parts.

31. **Other:** Space will be accepted as-is with exception of restroom being cleaned.
Tenant will not be responsible for any maintenance charges related to HVAC.

32. **Disclosure:** The Lessor is required by law to disclose to Lessee that the owner of the property leased herein, the property management company and/or their respective agents/employees are licensees under the Real Estate License Act of 2000 (225 ILCS 454/1-1 et seq.).

33. **Environmental Matters:** Lessor, at no cost or expense to the Lessee as operating expense or otherwise, shall, solely with regard to actions or omissions of the Lessor, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including, without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Lessee from and against any and all costs, claims, expenses, damages, liens, losses, and judgments arising out of Lessor's failure to comply with Environmental Laws.

Lessee, at no cost or expense to the Lessor, shall, solely with regard to actions or omissions of the Lessee, take all actions necessary to comply with all Environmental Laws affecting the Demised Premises, the Real Estate or Project, including, without limitation, removal, containment and remedial actions required by any Environmental Laws or any governmental agencies in the enforcement of Environmental Law affecting the Demised Premises, Real Estate, or Project, and shall indemnify Landlord from and against any and all costs, claims, expenses, damages, liens, losses and judgments arising out of Lessee's failure to comply with Environmental Laws. Lessee agrees that, in the course of Lessee's operations in the Premises, Lessee shall not use, store, generate, create, manufacture, or dispose of any substances, materials, or waste which would be classified as toxic, contaminated, or hazardous.

Dated the day, month and year first above written.

LESSOR:

Leman Property Management Company, an Illinois Corporation

ATTEST: _____
David B. Leman,
President

By _____
Andrew W. Leman,
CEO

LESSEE:

The City of Pekin, an Illinois municipal corporation

ATTEST: _____
(please print name and title)

(please print name and title)