



City of Pekin

**CITY COUNCIL MEETING
MONDAY, JUNE 15, 2020
5:30 PM**

This will be a Remote Meeting held via "Zoom Meetings". THE PUBLIC CAN ONLY ATTEND THIS MEETING REMOTELY; Due to the Governor's Executive Order regarding COVID-19 and the relaxing of the Open Meeting Act requirements, this meeting will be held remotely via Zoom Meetings without an in-person meeting location for the public to attend. You will be able to listen to the meeting and submit comments during the time for Public Comments by sending a direct message to the meeting host using Zoom Me

To join in the meeting follow this link: <https://zoom.us/j/6898035689>. By phone, dial in and listen to the Meeting as follows: (toll free) 1-888-788-0099; then enter Meeting ID 689 803 5689. Prior to the meeting, you can also submit a public comment remotely by email, by 3 PM the day of the Meeting, by sending an email to the City Clerk at nlstewart@ci.pekin.il.us and inserting in the subject line for the email "Public Comment for Meeting on June 15, 2020".

To view meeting online go to: <http://pekinil.iqm2.com> (click banner at the top that states "View live meeting") or Channel 22

1. Pledge of Allegiance

2. Call to Order

3. Approve Agenda

4. Public Input

5. Consent Agenda

- 5.1. Receive and File Bids for Phase III CSO Project

6. New Business

- 6.1. Resolution No. 120-20/21 Reject All Bids for the Phase III CSO Sewer Project

ACTION REQUESTED: Adopt the Resolution to Reject the Bid.

- 6.2. Resolution No. 119-20/21 Authorizing Supplemental COVID-19 Small Business Assistance Grants

ACTION REQUESTED: Approve and Adopt the Resolution.

6.3.	Resolution No. 122-20/21 Lease of Police Vehicles through Enterprise Fleet Management ACTION REQUESTED: Approve and Adopt the Resolution.
6.4.	Resolution No. 121-20/21 Intergovernmental Agreement with CityLink ACTION REQUESTED: Approve and Adopt the Resolution.
6.5.	Ordinance No. 2888-20/21 Extending Mayoral Declaration of Local State of Emergency ACTION REQUESTED: Approve and Adopt the Ordinance.
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: June 15, 2020
To: Council Members
From: Josie Esker, Assistant City Engineer

AGENDA ITEM: Receive and File Bids for Phase III CSO Project

REQUIRED SIGNATURES

Finance Department (Certification of Availability of Funds):

Date:

City Manager:

Date:

Addendum #07

**BID FORM
FOR CONSTRUCTION CONTRACTS**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

Addendum #07

BID FORM**CITY OF PEKIN, IL****COMBINED SEWER OVERFLOW (CSO) LONG TERM CONTROL PLAN IMPROVEMENTS PHASE 3
AND 4****TABLE OF CONTENTS**

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>04-24-2020</u>
<u>2</u>	<u>05-04-2020</u>
<u>3</u>	<u>05-06-2020</u>
<u>4</u>	<u>05-18-2020</u>
<u>5</u>	<u>05-29-2020</u>
<u>6</u>	<u>06-01-2020</u>
<u>7</u>	<u>06-05-2020</u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. The mandatory site visit was conducted by the bidder on May 12, 2020.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site;

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the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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4.02 (I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:

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

(II) Each person signing the bid shall certify that:

- (i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I) (i) through (I)(iii) above; or
- (ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

4.03 BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

1. Minimum wages.

- i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually

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performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)1(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

- ii) (A) The sub recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1.) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2.) The classification is utilized in the area by the construction industry; and
 - (3.) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B.) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub recipient to IEPA. IEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and will so advise IEPA or will notify IEPA within the 30- day period that additional time is necessary.
- (C.) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D.) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)1(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2.) Withholding, the sub recipient shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3.) Payrolls and basic records.
 - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the sub recipient shall provide written confirmation indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include

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an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient for transmission to IEPA or USEPA, if requested, for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient.

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1.) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete
 - (2.) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3.) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347, available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site, shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4.) Apprentices and trainees.

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- i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the

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wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5.) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- (6.) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7.) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8.) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9.) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipients, IEPA, USEPA, the U.S. Department of Labor, or the employees or their representatives.
- (10.) Certification of eligibility.
 - i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision for Contracts in Excess of \$100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

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Contract Work Hours and Safety Standards Act.

- (1.) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2.) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3.) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4.) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
 - (i) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the IEPA, USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job

(11.) Compliance Verification

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- a. The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from USEPA on request.
- b. The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- c. The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors and subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- d. The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- e. Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the USEPA DB contact listed above and to the appropriated DOL Wage and Hour District Office listed at <http://www.dol.gov/whd>.

Addendum #07

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price bid:

BASE BID PHASE 3A Section 1:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
18" D.I.P. Sewer	LF	90	\$ 500	\$ 45000
120" Steel Casing installation method as shown in Phase 3A Railroad Crossing Plans: "Plans for Proposed Front Street Grade Crossing" and specifications	LF	219	\$ 4000	\$ 876,000
Fayette Street Junction Structure, Complete (32)	LS	1	\$ 808998	\$ 808,998
Fayette Street Overflow Structure, Complete (35)	LS	1	\$ 950,000	\$ 950,000
Fayette Street Conflict Structure, Complete (39)	LS	1	\$ 750,000	\$ 750,000
Demolition of Existing Fayette St. Overflow Structure and 15" and 60" Sewer connections (36)	LS	1	\$ 200,000	\$ 200,000
Outfall Siphon under the 72" Sewer, Complete (37)	LS	1	\$ 300,000	\$ 300,000
Fayette Street Headwall and check valve, Complete (38)	LS	1	\$ 300,000	\$ 300,000
Pavement Removal	LF	842	\$ 310	\$ 261,020
Pavement Removal	LF	20	\$ 515	\$ 10300
Seeding, fertilizing and Mulching	LS	1	\$ 20,000	\$ 20,000
Clearing and Grubbing	LS	1	\$ 10,000	\$ 10,000
Misc. incidental demolition and clearing	LS	1	\$ 100,000	\$ 100,000
RR liability insurance 3A	LS	1	\$ 11,000	\$ 11,000
Traffic Control	LS	1	\$ 10,000	\$ 10,000
Trench Dewatering complete	LS	1	\$ 20,000	\$ 20,000
Fiber Optic Cable and Conduit	LF	1012	\$ 18	\$ 18216
Warning Tape	LF	962	\$ 2.50	\$ 2405
Electrical and Controls Complete	LS	1	\$ 100,000	\$ 100,000
CA-7 Aggregate Allowance for Field over-excavation needs	CY	200	\$ 40	\$ 8000
Total Base Bid Phase 3A Section 1				\$ 4800,939

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BASE BID PHASE 3A Section 2:

Phase 3A Railroad Crossing Plans: "Plans for Proposed Front Street Grade Crossing" and specifications
 "Specifications for the Construction of the Front Street Grade Crossing and Rail Improvements"

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
MOBILIZATION	LS	1	\$ 15000	\$ 15000
CONSTRUCTION LAYOUT	LS	1	\$ 7500	\$ 7500
TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LS	1	\$ 10000	\$ 10000
TREE PRUNING	EA	10	\$ 2000	\$ 20000
FENCE AND GATE REMOVAL AND REINSTALLATION	LS	1	\$ 8200	\$ 8200
TEMPORARY CHAIN LINK FENCE	FT	160	\$ 20	\$ 3200
RAILROAD TIES TO BE REMOVED	FT	6970	\$ 2.50	\$ 17425
RAILROAD CROSSING REMOVAL	FT	90	\$ 430	\$ 38700
BORROW EXCAVATION	CY	110	\$ 50	\$ 5500
AGGREGATE SURFACE COURSE, CA-6	TON	180	\$ 35	\$ 6300
BALLAST	TON	2500	\$ 35	\$ 87500
RAILROAD TIES	EA	820	\$ 75	\$ 61500
TRACK WORK	FT	6090	\$ 59	\$ 359310
CROSSING PANELS, TANGENT	FT	120	\$ 614	\$ 73680
CROSSING PANELS, ARC	FT	112.5	\$ 614	\$ 69075
SANITARY MANHOLES TO BE ADJUSTED	EA	1	\$ 2000	\$ 2000
CULVERT, RCP, CLASS, IV, 12"	FT	50	\$ 100	\$ 5000
SIGN PANEL - TYPE 1	SF	18	\$ 100	\$ 1800
WOOD SIGN SUPPORT	FT	12	\$ 100	\$ 1200
RAILROAD PROTECTIVE LIABILITY INSURANCE	LS	1	\$ 4500	\$ 4500
ALLOWANCE: RAILROAD FLAGGER	DAY	30	\$ 900	\$ 27000
ELECTRIC SLIDE GATE OPERATOR	LS	1	\$ 55000	\$ 55000
Total Base Bid Phase 3A Section 2				\$ 879390

Addendum #07

PHASE 3A ALTERNATES:**ALTERNATE 3A-1:**

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
96" Interceptor - C301 Pipe and fittings	LF	664	\$ 2600	\$ 1,726,400
72" Interceptor - C301 Pipe and fittings	LF	24	\$ 3200	\$ 76,800
C301 Tee Manhole on 96" CSO Sewer	EA	2	\$ 104,200	\$ 208,400
Total Alternate 3A-1				\$ 2,011,600

ALTERNATE 3A-2:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
96" Interceptor - Hobas Pipe and fittings	LF	664	\$ 2040	\$ 1,354,560
72" Interceptor - Hobas Pipe and fittings	LF	24	\$ 1180	\$ 28,320
Hobas Tee Manhole on 96" CSO Sewer	EA	2	\$ 53,000	\$ 106,000
Total Alternate 3A-2				\$ 1,488,880

ALTERNATE 3A-3:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - C301 Pipe and fittings	LF	184	\$ 2700	\$ 496,800
Total Alternate 3A-3				\$ 496,800

ALTERNATE 3A-4:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - Hobas Pipe and fittings	LF	184	\$ 1480	\$ 272,320
Total Alternate 3A-4				\$ 272,320

ALTERNATE 3A-5:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - D.I.P. and fittings	LF	184	\$ 2000	\$ 368,000
Total Alternate 3A-5				\$ 368,000

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BASE BID PHASE 3B:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
18" DI Sewer	LF	88	\$ 607	\$ 53,416
36" RCP Storm Sewer Pipe	LF	125	\$ 233	\$ 29,125
18" RCP Storm Sewer Pipe	LF	21	\$ 128	\$ 2,688
12" RCP Storm Sewer Pipe	LF	44	\$ 145	\$ 6,380
32" Steel Casing installed by Bore & Jack	LF	37	\$ 4,300	\$ 159,100
68" Steel Casing installed by Bore & Jack	LF	78	\$ 12,000	\$ 936,000
Sheet Pile Shoring STA 12+00 to STA 17+66	LF	566	\$ 2,200	\$ 1,245,200
Sheet Pile Shoring STA 21+41 to STA 23+33	LF	192	\$ 2,200	\$ 422,400
6" Service Reconnection, Complete (40C8A)	LS	1	\$ 14,100	\$ 14,100
Existing 18" Sewer - Cap, Plug, and Abandon in place (40C4)	LS	1	\$ 10,725	\$ 10,725
Storm Sewer MH Modifications and Storm Sewer Abandonment (40C8A)	LS	1	\$ 10,570	\$ 10,570
Storm Sewer MH (40C8A)	EA	1	\$ 11,683	\$ 11,683
Storm Sewer MH and Curb Inlet (40C8A)	EA	1	\$ 3,731	\$ 3,731
Storm Sewer Curb Inlet (40C8A)	EA	1	\$ 7,896	\$ 7,896
30" SA Conflict Structure, Complete (41)	LS	1	\$ 600,000	\$ 600,000
Court Street Overflow Structure, Complete (44)	LS	1	\$ 200,000	\$ 200,000
Court Street Sewer Diversion Structure, Complete (43)	LS	1	\$ 600,000	\$ 600,000
Existing Court Street Overflow Structure Modifications, Complete (45)	LS	1	\$ 200,000	\$ 200,000
Court Street Outfall Improvements, Complete (46)	LS	1	\$ 50,000	\$ 50,000
Caroline Street Overflow Structure, Complete (48)	LS	1	\$ 500,000	\$ 500,000
Existing Caroline Street Overflow Improvements, Complete (49)	LS	1	\$ 40,000	\$ 40,000
Type B Pavement Removal & Replacement with Trench Backfill	LF	219	\$ 280	\$ 61,320
Type C Pavement Removal & Replacement with Trench Backfill	LF	20	\$ 190	\$ 3,800
Type D Pavement Removal & Replacement with Trench Backfill	LF	743	\$ 190	\$ 141,170
Asphalt Pavement Removal & Replacement with Trench Backfill	LF	223	\$ 330	\$ 73,590
Concrete Pavement Removal & Replacement with Trench Backfill	LF	50	\$ 470	\$ 23,500
Type E Pavement Removal and Replacement with Trench Backfill	LF	112	\$ 180	\$ 20,160
Seeding, fertilizing and Mulching	LS	1	\$ 108,000	\$ 108,000
Clearing and Grubbing	LS	1	\$ 40,000	\$ 40,000
Misc. incidental demolition, relocation, and clearing	LS	1	\$ 40,000	\$ 40,000

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Railroad liability insurance Phase 3B	LS	1	\$ 11,000	\$ 11,000
Railroad Track Monitoring Per Appendix A STA 10+00 to STA 27+00	LF	1700	\$ 30	\$ 51,000
Traffic Control	LS	1	\$ 20,000	\$ 20,000
Trench Dewatering complete	LS	1	\$ 40,000	\$ 40,000
Fiber Optic Cable and Conduit	LF	3362	\$ 21.00	\$ 70,602
Warning Tape	LF	3370	\$ 2.50	\$ 8,425
Electrical and Controls Complete	LS	1	\$ 50,000	\$ 50,000
Tree and Shrub Removal	LS	1	\$ 40,000	\$ 40,000
CA-7 Aggregate Trench Backfill to the Top of the Pipe STA 11+50 to 29+50	LF	1800	\$ 55	\$ 99,000
CA-7 Aggregate Allowance for Field over- excavation needs	CY	200	\$ 40	\$ 8,000
Total Base Bid Phase 3B				\$ 6,012,581

PHASE 3B ALTERNATES:**ALTERNATE 3B-1:**

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
72" Interceptor - C301 Pipe and Fittings	LF	2011	\$ 1550	\$ 3,117,050
C301 Tee Manhole on 72" CSO Sewer	EA	4	\$ 90,000	\$ 360,000
Total Alternate 3B-1				\$ 3,477,050

ALTERNATE 3B-2:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
72" Interceptor - Hobas Pipe and Fittings	LF	2011	\$ 1300	\$ 2,614,300
Hobas Tee Manhole on 72" CSO Sewer	EA	4	\$ 40,000	\$ 160,000
Total Alternate 3B-2				\$ 2,774,300

ALTERNATE 3B-3:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - C301 Pipe and Fittings	LF	1076	\$ 1400	\$ 1,506,400
48" Interceptor - C301 Pipe and Fittings	LF	197	\$ 1050	\$ 206,850
C301 Tee Manhole on 60" CSO Sewer	EA	5	\$ 66000	\$ 330,000
Total Alternate 3B-3				\$ 2,043,250

ALTERNATE 3B-4:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - Hobas Pipe	LF	1076	\$ 1200	\$ 1,291,200
48" Interceptor - Hobas Pipe	LF	197	\$ 900	\$ 177,300

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C301 Tee Manhole on 60" CSO Sewer	EA	5	\$ 36500	\$ 182,500
Total Alternate 3B-4				\$ 1,651,000

ALTERNATE 3B-5:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - Ductile Iron Pipe	LF	1076	\$ 1280	\$ 1,377,280
48" Interceptor - Ductile Iron Pipe	LF	197	\$ 860	\$ 169,420
6' Diameter Precast Concrete Manhole	EA	5	\$ 22400	\$ 112,000
Total Alternate 3B-5				\$ 1,658,700

BASE BID PHASE 3C:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
30" Force main - Ductile Iron and restrained fittings	LF	488	\$ 1000	\$ 488,000
CSO Pump Station, Complete	LS	1	\$ 4750,000	\$ 4,750,000
Existing Pump Station, Complete	LS	1	\$ 500,000	\$ 500,000
Plugging Sewer Interconnect at State and 2 nd (52)	LS	1	\$ 10750	\$ 10,750
Type C Pavement Removal & Replacement with Trench Backfill	LF	94	\$ 241	\$ 22,654
Type E Pavement Removal & Replacement with Trench Backfill	LF	83	\$ 102	\$ 8,466
Tree & Shrub Removal	LS	1	\$ 40000	\$ 40,000
Tree Replacement - 4 inch Diameter	EA	8	\$ 2000	\$ 16,000
Tree Replacement - 2 inch Diameter	EA	8	\$ 1000	\$ 8,000
Seeding, fertilizing and Mulching	LS	1	\$ 54000	\$ 54,000
CA-7 Aggregate Allowance for Field over-excavation needs	CY	200	\$ 40	\$ 8,000
Fiber Optic Cable and Conduit	LF	500	\$ 18	\$ 9,000
Warning Tape	LF	488	\$ 2.50	\$ 1,220
RR liability insurance 3C	LS	1	\$ 11000	\$ 11,000
Traffic Control	LS	1	\$ 10000	\$ 10,000
Trench Dewatering complete	LS	1	\$ 40000	\$ 40,000
Total Base Bid Phase 3C				\$ 5,977,090

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Total of Base Bid 3A, 3B, and 3C = TOTAL BASE BID PRICE \$ 17,670,000

- Phase 3A Low Alternate A- \$ 1,761,200
- Phase 3B Low Alternate B- \$ 4,425,300
- Phase 3C Low Alternate C- \$ 0

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Total of Base Bid (3A, 3B, 3C) and Low Alternate (3A, 3B, 3C) \$ 23,856,500.00

Bidder is currently certified as an MBE or WBE under EPA's DBE Program? Yes ☐ No ☒

The Bidder shall provide a list of Subcontractors for the various portions of work as follows:

Subcontract or Equipment Specification Section	General Description	Subcontractor, as applicable
Wastewater Process Piping and Equipment	process related piping, equipment and appurtenances installation and testing	GA RICH + SONS
Site Civil	general site work, excavation, earthwork, seeding, etc.	WILLIAMS BROTHERS
Buildings	building construction	WILLIAMS BROTHERS
Concrete	cast-in-place concrete construction	WILLIAMS BROTHERS
Electrical	electric power distribution, lighting, control wiring and conduits	OBERLANDER ELE
Site Piping	exterior related piping, installation and testing	GA RICH + SONS
Railroad	Related Phase 3A Section 2	TN TRACIA SERVIC
Bore & Jacking	Related to Phase 3B installation of steel casing by bore and jacking	MIDWEST MOLE

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The bid award shall be made to the low, responsive, responsible BIDDER on the basis of the Total Base Bid and lowest Total Alternate. The BIDDER shall submit a complete bid inclusive of all alternates.

Bidder understands that the Owner reserves the right to reject any or all bids, to waive any informalities in the bidding, to award any combination of alternate bids as specified in the Article 19.06 of the Instructions to Bidders.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver Surety Bonds as required by Instructions to Bidders.

The bid security attached in the sum of 5% of the Maximum Bid Amount (\$ 5% of Max Bid Amt) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

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Neither the undersigned company nor any of its officers or employees have been barred from bidding on this contract as a result of being convicted of bid rigging or bid rotation.

It is understood that this bid will be declared non-responsive if it is not accompanied by the documentation required by the Owner's Disadvantaged Business Enterprise Policy, Pages 00675-1 through 00675-12 of the Specifications.

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT AND ON-SITE FIELD VERIFICATION

(Failure to complete this section shall be considered sufficient cause for rejection of the Bid.)

It is hereby expressly agreed that the Contractor Proposes to furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers. Each Bidder must list one manufacturer for the major equipment proposed to be furnished and installed in the work. The equipment listed will be subject to the requirements of Specification SECTION 461000 – GENERAL REQUIREMENTS, Item 1.3.B. and Item 1.3.D. The Contractor must provide complete equipment submittals in accordance with SECTION 461000 – GENERAL REQUIREMENTS and SECTION 0133000 – SUBMITTALS for review by the OWNER and ENGINEER for determination of compliance with the Plans and Specifications.

A. MAJOR ITEMS OF EQUIPMENT

Item No.	Specification Section	Equipment Description	Manufacturer or Supplier
1.	461100	Plug Valves (4 in. and larger)	Dezurik
2.	461100	Horizontal Swing Flap Check Valves	Tide Flex
3.	461100	Electric Valve Activators	Limitaque
4.	461150	Weir Gate	Rodney Hunt
5.	461150	Sluice Gate	Rodney Hunt
6.	461165	Magnetic Flow Meter	ABB
7.	461176	UltraSonic Level Sensors	Hydro-ranger
8.	461201	Combined Sewer Pumps	Flygt
9.	462113	Mechanical Bar Screen and Screenings Compactor	SWC
10.	262923	Variable Frequency Drives	Altivar
11.	363213	Packaged Engine Generator	Caterpillar
12.	Specified on the Plans	SCADA Control Panels	Complete Integration & Service

Addendum #07

B. ON-SITE FIELD VERIFICATION

The Bidder herewith certifies to have conducted an on-site inspection of the entire pipe alignment and construction area to verify existing on-site field conditions and constructability, operations and shoring requirements.

William Knapp, Estimator

June 2, 2020

Verification Name/Title by Bidder

Date(s) Inspection Conducted

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a 5% Bid Bond;
 - B. Forms per Article 15 – Submittal of Bid, Section 15.01 of the Instructions to Bidders, EJCDC C-200;
 - C. Required Signed and Executed Equipment Manufacturer Program Certification, page 000640-1;
 - D. Bidding Contractor shall provide written acknowledgement that they will self-perform a minimum of twenty five percent (25%) of all labor (manhours) on this project;
 - E. Evidence of authority to do business in the State of Illinois; Contractor shall submit a Certificate of Good Standing from the Illinois Secretary of State website. <http://www.ilsos.gov/corporatelle/>;
 - F. Required Bidder Qualification Statement with supporting data;
 - G. Written acknowledgment of Illinois Compiled Statutes, 1992, ACT 570 Employment of Illinois Workers on Public Works Act;
 - H. Written acknowledgement of Illinois Public Act 93-0642, which amends the Illinois Procurement Code;
 - I. The failure to include any listed attachments with a bid proposal is sufficient cause for bid rejection. The omission of any listed attachment will require, at the least, more intense evaluation of the bid. Bidders shall review all hard copy submissions to assure that all listed attachments are included.

ARTICLE 9 – DEFINED TERMS

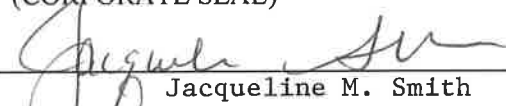
- 9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 10 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An IndividualName (typed or printed): N/ABy: N/A
(Individual's signature)Doing business as: N/AA PartnershipPartnership Name: N/ABy: N/A
(Signature of general partner -- attach evidence of authority to sign)Name (typed or printed): N/AA CorporationCorporation Name: Williams Brothers Construction Inc. (SEAL)State of Incorporation: DelawareType (General Business, Professional, Service, Limited Liability): General BusinessBy: 
(Signature -- attach evidence of authority to sign)Name (typed or printed): David M. WilliamsTitle: President
(CORPORATE SEAL)Attest 
Jacqueline M. SmithDate of Qualification to do business in [State where Project is located] is 08 / 01 / 1973A Joint VentureName of Joint Venture: N/AFirst Joint Venturer Name: N/A (SEAL)

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By: N/A
 (Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: N/A

Second Joint Venturer Name: _____ (SEAL)

By: N/A
 (Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: N/A

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

Bidder's Business Address Williams Brothers Construction Inc.

P.O. Box 1366, Peoria, Illinois 61654

Phone No. 309-688-0416 Fax No. 309-688-0891

E-mail jackie@wbci.us

SUBMITTED on June 10, 20 20.

State Contractor License No. N/A

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.



Signature

Date

June 10, 2020

David M. Williams, President

Name and Title of Signer

(Please type)

Williams Brothers Construction Inc.

Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

00650-14

0180746.00

WILLIAMS BROTHERS CONSTRUCTION INC.

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT

To: Carpenters Local 237, Laborers Local 231, Operating Engineers Local 649
 (Name of union or organization of workers)

The undersigned currently holds contract(s) with Pekin, Illinois
 (name of applicant)
 involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

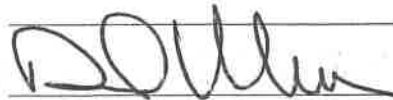
HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION,
 RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT,
 TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF
 COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP,
 LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Williams Brothers Construction Inc.

P.O. Box 1366, Peoria, Illinois 61654



(Contractor or Subcontractor)

David M. Williams

June 10, 2020

(Date)

EPA Project Control #: _____

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

David M. Williams, President
(Typed Name & Title of Authorized Representative)



June 10, 2020

(Signature of Authorized Representative) (Date)

☐ I am unable to certify the above statements. My explanation is attached.

EPA FORM 5700-49 (11-88)

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WILLIAMS BROTHERS CONSTRUCTION INC.

Instructions

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details; see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington DC 20460
(Telephone: 202-475-8025)

EPA Form 5700-19 (11-88)

00650-17

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WILLIAMS BROTHERS CONSTRUCTION INC.

**Construction Contracts of Loan Recipient and Other Sections From
"Procedures For Issuing Loans From the Water Pollution Control Loan Program"**

Section 365.620(c) Negotiations of Contract Amendments (Change Orders)

2) Changes in contract price or time

The contract price or time may be changed only by a change order. When negotiations are required, they shall be conducted in accordance with subsection (c) of this Section.

3) For each change order the contractor shall submit to the loan recipient for review sufficient cost and pricing data to enable the loan recipient to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

Section 365.620(d) Required Construction Contract Provisions

Each construction contract shall include the following provisions:

1) Audit; access to records:

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under subsection (c) above, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in subsection (d)(1)(A) above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his or her contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.
- C) Audits shall be consistent in accordance with auditing standards generally accepted in the United States of America.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection (d)(1)(A) above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit

exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

- E) The records required by subsection (d)(1)(A) above shall be maintained and made available during performance of the work under the loan agreement and for three years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after resolution of the dispute, appeal, litigation, claim or exception.
- F) The right of access will generally be exercised with respect to financial records under:
 - i) Negotiated prime contracts;
 - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees.

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 276a through 276a-5 as defined by the U.S. Department of Labor. More information and guidance on the Davis-Bacon Wage Rate requirements is available on the IEPA web site at: <http://www.epa.state.il.us/water/forms.html#financial-assistance>.

4) Disadvantaged business enterprise requirements.

The contractor shall provide evidence, including, but not limited to, a copy of the advertisement or advertisements and the record of negotiation, that the contractor has take affirmative steps in accordance with 40 CFR, Part 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction and services consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and suspension provisions.

The contract shall require the successful bidder or bidders to submit a "Certificate Regarding Debarment, Suspension and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 (Appendix A, Exhibit C).

6) Non-segregated facilities provisions

The successful bidder shall be required to submit a certification of non-segregated facilities as prescribed by 18 USC 1001.

Section 365.620(e) Subcontracts Under Construction Contracts

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All applicable provisions of federal, State and local law;
- 2) All provisions of this Part 365 with respect to fraud and other unlawful or corrupt practices;
- 3) All provisions of this Part 365 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection (d)(5) that require a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549 (Appendix A, Exhibit C).

Section 365.620(f) Contractor Bankruptcy

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient

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WILLIAMS BROTHERS CONSTRUCTION INC.

of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

Section 365.640(c) Remedies

All claims, counter-claims, disputes and other matters in question between the loan applicant and the contractor arising out of, or relating to a sub-agreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

Section 365.810(b) Access

Every contract entered into by the loan recipient for construction work, and every sub-agreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection. The contract or sub-agreement shall also provide that the Agency or any authorized representative shall have access to any books, documents, papers and records that are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

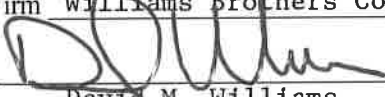
Bidder Certification
In Compliance with Article 33E to the
"Criminal Code of 1961"

I David M. Williams, do hereby certify that:
Name

1. I am President of the Williams Brothers Construction Inc.
Position Firm
and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961."

Name of Firm Williams Brothers Construction Inc.

Signature 
David M. Williams

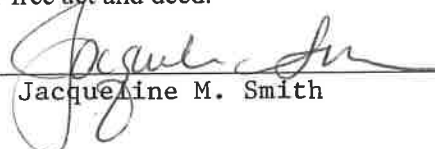
Title President

Date June 10, 2020

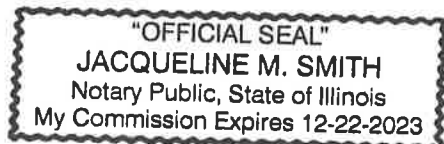
Corporate Seal (where appropriate)

On this 10th day of June, 2020, before me appeared (Name)

David M. Williams to me personally known,
who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly
authorized by (Name of Firm) Williams Bros. Const. Inc. to execute the affidavit and did
so as his or her free act and deed.

Notary Public  Commission Expires 12-22-2023
Jacqueline M. Smith

Notary Seal



Specification for Disadvantaged Business Enterprise Participation
(Name of Loan Recipient) City of Pekin

I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses. In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) City of Pekin policy and procedures for complying with these requirements.
- C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

- A. Bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance non-responsive.
- B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III.
- C. (Name of Loan Recipient) City of Pekin disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) City of Pekin disadvantaged business policy, ALL bidders shall provide the following with its bid:

1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.
- OR
2. "Certification of publication," or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from the "key" newspaper utilized by each bidder based upon the projects locality (reference attached map of Illinois identifying the "key" newspaper to be utilized by each region). The advertisement (reference attached "suggested" advertisement) must run one day at least (16) days prior to bid opening.
 3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal.
 4. List of disadvantaged businesses not being utilized and justification for non-utilization.
 5. Certification from the Bidder that Form 6100-2 (DBE Subcontractor Participation Form) has been provided to DBE subcontractors being utilized.
 6. Completed and signed copies of Forms 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form):
 7. Completed and signed certification from the bidder(s) utilizing disadvantaged businesses, attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that is proposed to be utilized (reference attached certification for the information necessary).
 8. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (reference attached certification for information necessary).

NOTE: Data Sheet #1 may be used for this purpose.

Failure to submit the documentation pursuant to the requirements of A (1-8) above may cause rejection of the bid as non-responsive.

- B. The low, responsive bidder will be deemed responsible with respect to the disadvantaged business requirements if:
 1. The low, responsive bidder submits Form 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form).

Failure to submit the documentation pursuant to the requirements of B(1) above may cause rejection of the bid as non-responsible.

Where the bidder is considered non-responsible under this subsection, the owner will promptly advise the bidder, in writing, of the basis for the non-responsibility determination.

IV. Sanctions

- A. The (Name of Loan Recipient) City of Pekin may reject one or all bids where the information submitted by the bidder(s) fails to objectively demonstrate compliance with the disadvantaged business requirements (i.e., failure to place the pre-bid advertisement by the bidder(s) at least (16) days prior to bid opening shall not be considered as objectively demonstrating compliance with the disadvantaged business requirements).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
 - 1. Declare the bidder and/or subcontractor non-responsible and therefore ineligible for contract award.
 - 2. Disallow all contract costs associated with non-compliance.
 - 3. Refer any matter, which may be fraudulent to the Illinois Attorney General.
 - 4. Refer any matter, which may lead to criminal prosecution of a claim for funds to the Illinois Attorney General.

V. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B. After award of the prime contract copies of all disadvantaged business related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C. Subsequent to Bid Submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

Bidder Certification

I N/A, do hereby certify that:

(Name)

1. I am N/A of the N/A
(Position) (Firm)

and have authority to execute this certification on behalf of the firm;

2. This firm will award no sub-agreements, including the procurement of equipment, materials, supplies, and services, in the performance of this contract.

Name of Firm Williams Brothers Construction Inc.

Signature N/A

Title N/A

Date N/A

Corporate Seal (where appropriate)

Attachment: Williams Brothers Proposal - Pekin CSO Phase III 6-10-20 (2210 : Receive and File Bids for Phase III CSO Project)

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WILLIAMS BROTHERS CONSTRUCTION INC.

**Suggested Disadvantaged Business
Advertisement for Construction Contractors**

Notice to Disadvantaged Businesses

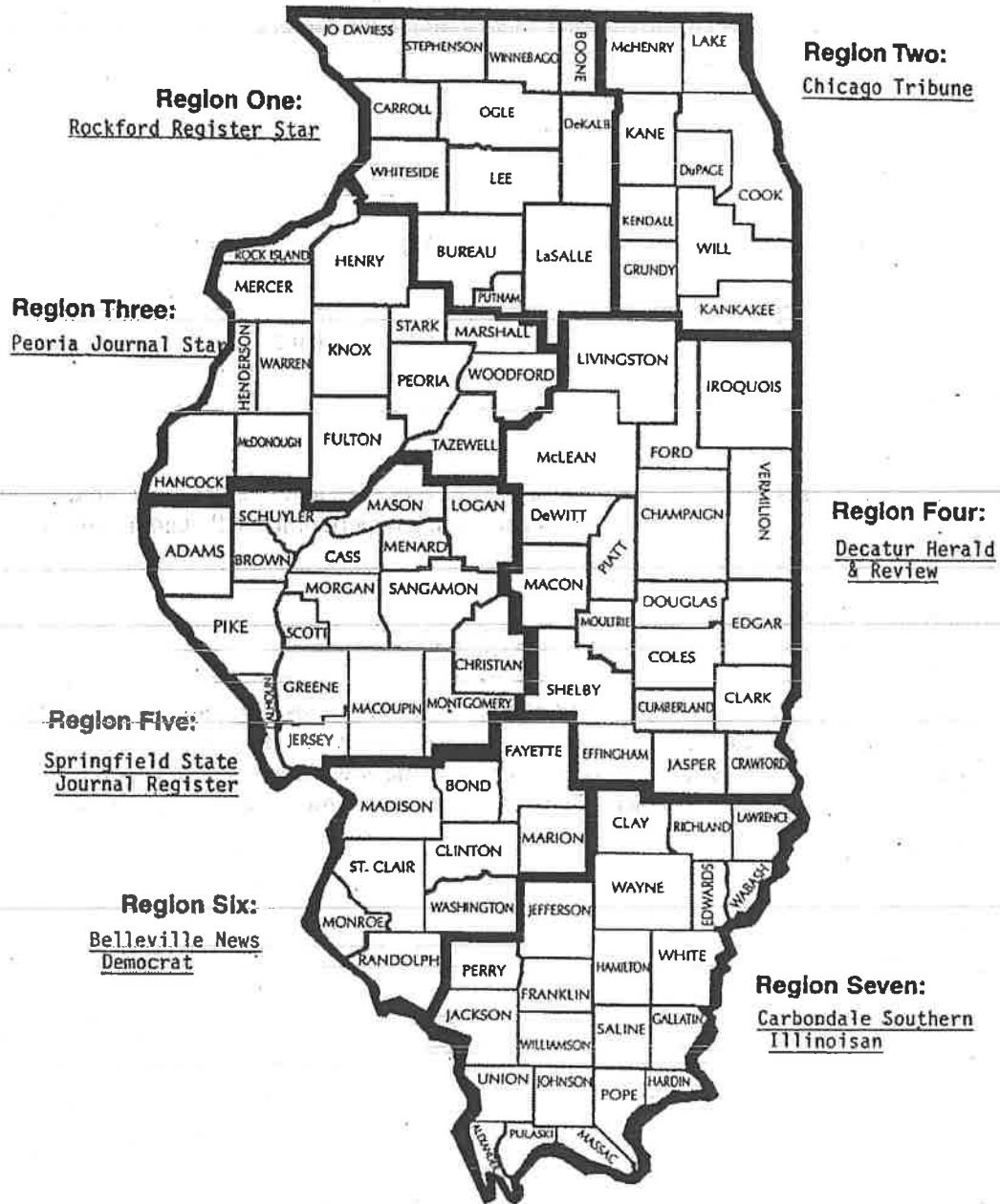
_____, _____, _____, is
(Name of Company) (Address of Company) (Telephone)
seeking disadvantaged businesses for the _____
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: _____,
_____.

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested),
_____ to discuss the subcontracting opportunities. All negotiations must
(Company Contact Person)

be completed prior to bid opening _____.
(Date of Bid Opening)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.



Data Sheet #1 Disadvantaged Business Participation Documentation

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract.

OR

- 2) "Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from the "key" newspaper utilized by each bidder based upon the projects locality.

Dates of bidder advertisement: April 25, 2020

Date of bid opening: June 10, 2020

- 3) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder. Specify as DBE*, along with the type of DBE, or non-DBE* with the following information:

Name of Company:
 Name of Owners:
 Address of Company:
 E-mail Address of Company:
 Telephone Number:
 Date of Proposal:
 * Business Type of DBE:
 Description of work to be performed

(Furnish data for additional subcontractors on plain bond paper).

- 4) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided.

(If necessary, furnish data on plain bond paper.)

- 5) Certification from the Bidder that Form 6100-2 (DBE Subcontractor participation Form) has been provided to DBE subcontractors being utilized.
- 6) Completed and signed copies of Forms 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form).
- 7) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized.
- 8) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

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WILLIAMS BROTHERS CONSTRUCTION INC.

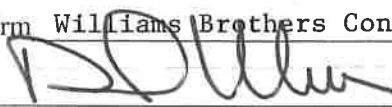
Attachment: Williams Brothers Proposal - Pekin CSO Phase III 6-10-20 (2210 : Receive and File Bids for Phase III CSO Project)

**Bidder Certification Regarding the
Use of Disadvantaged Businesses**

I, David M. Williams, do hereby certify that:
Name

1. I am President of the Williams Brothers Construction Inc. and have authority to execute this certification on behalf of the firm;
2. This firm, its partners or directors and officers does not possess a controlling interest in ownership or conflict of interest or any other authority to control the disadvantaged business to be used during the performance of the contracts.
3. Form 6100-2 (DBE Subcontractor Participation Form) has been provided to all disadvantaged subcontractors being utilized.

Name of Firm Williams Brothers Construction Inc.

Signature 
David M. Williams

Title President

Date June 10, 2020

Corporate Seal (where appropriate)

Attachment: Williams Brothers Proposal - Pekin CSO Phase III 6-10-20 (2210 : Receive and File Bids for Phase III CSO Project)

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WILLIAMS BROTHERS CONSTRUCTION INC.

**Bidder Certification for Advertisement Regarding Subcontracting Opportunities for
Disadvantaged Businesses**

I, David M. Williams, do hereby certify that:
(Name)

1. I am President of the Williams Brothers Construction Inc. and have authority to
Name Firm
execute this certification on behalf of the firm;

2. This firm did not receive any proposals from disadvantaged businesses, prior to bid opening
June 10, 2020
Date of Bid Opening

Name of Firm Williams Brothers Construction Inc.

Signature 
David M. Williams

Title President

Date June 10, 2020

Corporate Seal (where appropriate)

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WILLIAMS BROTHERS CONSTRUCTION INC.



OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Williams Brothers Construction Inc.		Project Name CSO Long Term Control Plan, Pekin, IL	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address jackie@wbci.us	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	☒ YES	☒ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
	NO PROPOSALS RECEIVED		

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David M. Williams
Title	Date
President	June 10, 2020

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Attachment: Williams Brothers Proposal - Pekin CSO Phase III 6-10-20 (2210 : Receive and File Bids for Phase III CSO Project)



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name N/A		Project Name CSO Long Term Control Plan, Pekin, IL	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name Williams Brothers Construction Inc.		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor
	NO PROPOSALS RECEIVED	

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
N/A	N/A
Title	Date
N/A	N/A

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name N/A		Project Name CSO Long Term Control Plan, Pekin, IL	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name Williams Brothers Construction Inc.		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	NO PROPOSALS RECEIVED	

DBE Certified By: ☐ DOT ☐ SBA ☐ Other: _____	Meets/ exceeds EPA certification standards? ☐ YES ☐ NO ☐ Unknown
---	---

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



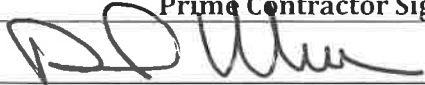
OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David M. Williams
Title	Date
President	June 10, 2020

Subcontractor Signature	Print Name
N/A	N/A
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

IEPA Disadvantaged Business Enterprise (DBE) Program Form #1
Contractor Certification Form

(To be completed by all Prime Contractors)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- ☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
- ☒ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
- ☐ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

☒ This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: 

NAME: David M. Williams

TITLE: President

Company: Williams Brothers Construction I

Date: 06 / 10 / 2020

IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List
 (Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
NO PROPOSALS RECEIVED					
					Check if Hired ☐
					Check if Hired ☐
					Check if Hired ☐
					Check if Hired ☐

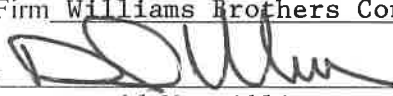
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**Bidder Certification Regarding the Use of
American Iron and Steel Products**

David M. Williams, do hereby certify that:
Name

1. I am President (title) of the Williams Brothers Construction Inc. (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.
3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publically owned treatment works (POTW) or public water systems.
4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Firm Williams Brothers Construction Inc.

Signature 

Title David M. Williams
President

Date June 10, 2020

Corporate Seal (where appropriate)

Attachment: Williams Brothers Proposal - Pekin CSO Phase III 6-10-20 (2210 : Receive and File Bids for Phase III CSO Project)

Use of American Iron and Steel

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term 'iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the 'Administrator') finds that--

- (1) applying subsection (a) would be inconsistent with the public interest;
- (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

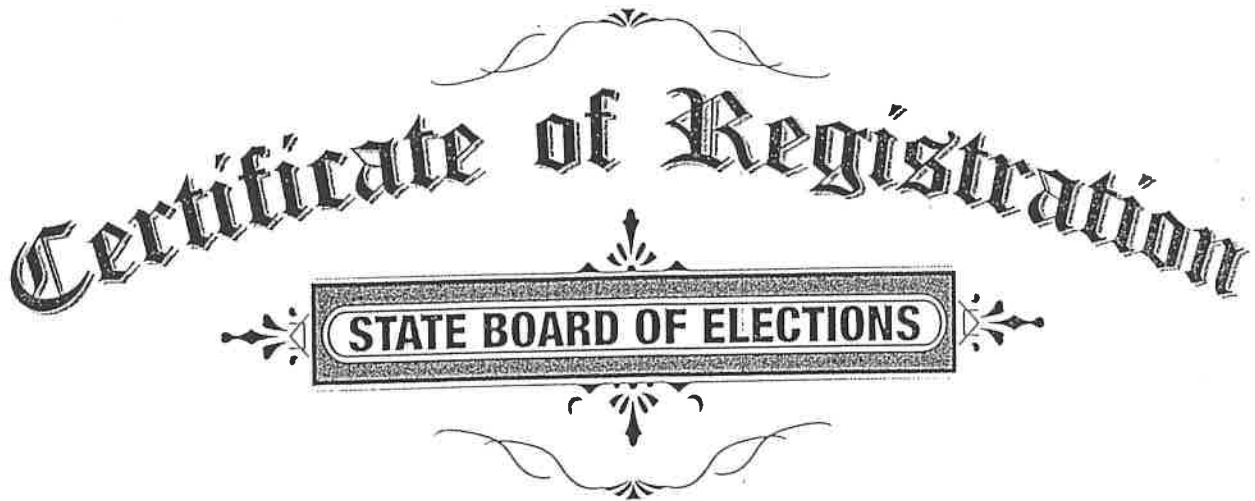
Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in

EJCDC C-700 Standard General Conditions of the Construction Contract
Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.



Registration No. 10015

Williams Brothers Construction Inc.

P.O. Box 1366

Peoria IL 61654

Information for this business last updated on:

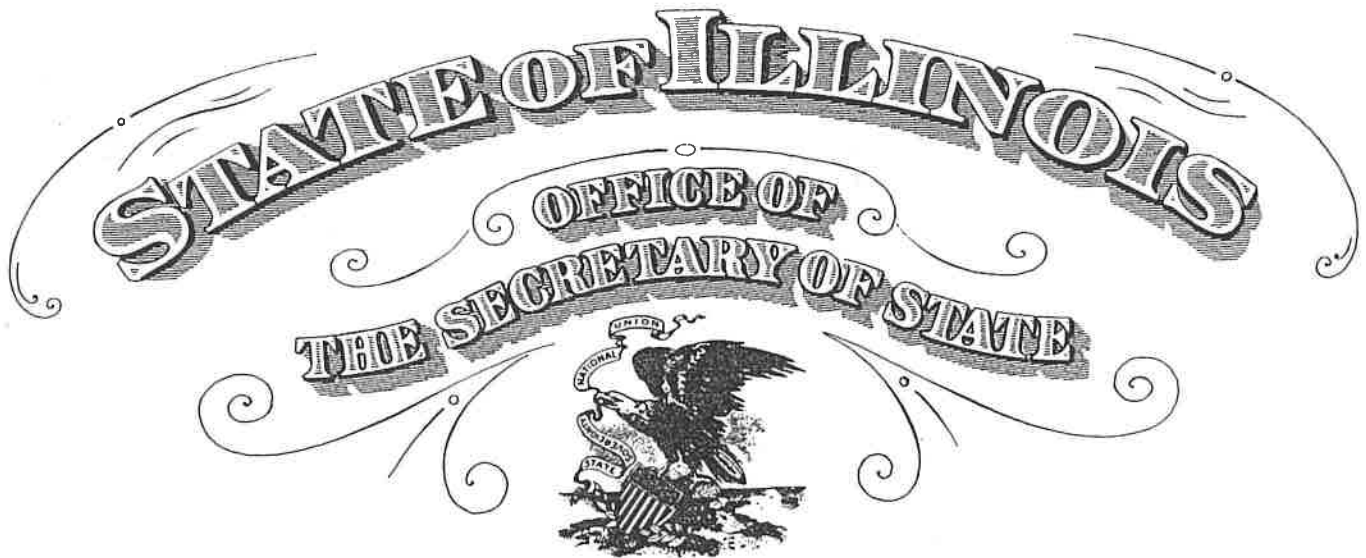
Wednesday, December 6, 2017

Certificate produced on Wednesday, December 06, 2017 at 2:58
PM



File Number

5028-533-2



To all to whom these Presents Shall Come, Greeting:

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

WILLIAMS BROTHERS CONSTRUCTION INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON AUGUST 01, 1973, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 30TH
day of MARCH A.D. 2020 .

Jesse White

SECRETARY OF STATE

Authentication #: 2009002330 verifiable until 03/30/2021

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

Attachment: Williams Brothers Proposal - Pekin CSO Phase III 6-10-20 (2210 : Receive and File Bids for Phase III CSO Project)



Certificate of Registration

TERRE HAUTE OPERATING ENGINEERS

TERRE HAUTE, INDIANA

for the trade classifications of HEAVY DUTY MECHANIC, PLANT EQUIPMENT
OPERATOR, UNIVERSAL EQUIPMENT OPERATOR,
AND GRADE & HAULING EQUIPMENT OPERATOR

Issued in recognition of the above apprenticeship system, registered as part of the National

Apprenticeship Program, in accordance with the standards recommended by the

FEDERAL COMMITTEE ON APPRENTICESHIP

Date October 3, 1961

Registry No. V-IV-90114

W. Wilson City
Secretary of Labor

Reginald C. Murphy
Administrator, Bureau of Apprenticeship and Training

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Mid-Central Illinois Regional Council of Carpenters, Joint
Apprenticeship & Training Committee

Pekin, Illinois

For The Trades of Carpenter, Millwright, Floor Layer, Cabinetmaker & Carpenter Piledriver

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

February 14, 1946

Date Revised: December 18, 2007

IL006460002



Loi. Chao

Secretary of Labor

Anthony Suerge

The United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

CHICAGO & NORTHEAST ILLINOIS DISTRICT COUNCIL OF CARPENTERS
ELK GROVE VILLAGE, ILLINOIS

FOR THE TRADES OF: CARPENTER - LATHER

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

AUGUST 30, 1965

REVISED: MARCH 16, 1989

017-0557

Registration No.

Ann McLaughlin

Secretary of Labor

James D. Van Eiden

Director, Bureau of Apprenticeship and Training

Attachment: Williams Brothers Proposal - Pekin CSO Phase III 6-10-20 (2210 : Receive and File Bids for Phase III CSO Project)

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Illinois Laborers & Contractors JATP

Mt. Sterling, Illinois

For the Trade – Construction Craft Laborer

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

February 3, 1997

Date Revised February 11, 2009

IL001-970001

Registration No.



Scott Chao
Secretary of Labor

Anthony Swope
Administrator, Office of Apprenticeship

The United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

ILLINOIS LABORERS' AND CONTRACTOR'S TRAINING TRUST FUND
MOUNT STERLING, ILLINOIS

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

FEBRUARY 3, 1997
Date

II.001 - 0012
Registration No.

Robert B. Loh
Secretary of Labor

Anthony Swager
Director, Bureau of Apprenticeship and Training

United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

Champaign/Urbana Plasterers & Cement Masons Local 143, Illinois

For the Trades of Cement Mason and Plasterer

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

December 1, 1999

Date

1L006-0007 Revision

Registration No

Alfred M. Allen

Secretary of Labor

Anthony Swartz
Director, Bureau of Apprenticeship and Training

United States Department of Labor



Bureau of Apprenticeship and Training

Certificate of Registration

Bricklayers Local #8 of Illinois, Champaign Chapter J.A.T.C.
Champaign, Illinois

For the trades of Bricklayer, Tuckpointer and Tile Setter
*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

March 23, 1998

Date Revision

ILO06-0001

Registration No.

Glenn M. Allen

Secretary of Labor

Anthony Swager

Director, Bureau of Apprenticeship and Training

The United States Department of Labor

Bureau of Apprenticeship and Training Certificate of Registration

CHAMPAIGN-URBANA IRONWORKERS LOCAL #380 JOINT APPRENTICESHIP COMMITTEE
CHAMPAIGN, ILLINOIS

FOR THE TRADE OF: STRUCTURAL STEEL WORKER (IRONWORKER)

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

REGISTERED: SEPTEMBER 26, 1968

REVISED: JULY 24, 1989

Date

006-0004

Registration No.

Elizabeth Dale
Secretary of Labor

James D. Van Eiden
Director, Bureau of Apprenticeship and Training

United States Department of Labor

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

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineer

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

November 5, 2002

Date

IL 008780173

Registration No.



Lois Chao

Secretary of Labor

Anthony Swartz

Administrator, Apprenticeship Training, Employer and Labor Services

BID BOND

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

BIDDER *(Name and Address):*

Williams Brothers Construction Inc.
P.O. Box 1366
Peoria, IL 61654

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

Zurich American Insurance Company AND
Fidelity and Deposit Company of Maryland
1299 Zurich Way, Schaumburg, IL 60196-1056

OWNER *(Name and Address):*

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

BID

Bid Due Date: June 10, 2020

Description *(Project Name and Include Location):* Combined Sewer Overflow (CSO) Long Term Control Plan
Improvements Phase 3 and 4 Package B

BOND

Bond Number: 0440193

Date *(Not earlier than Bid due date):* June 10, 2020

Penal sum Five Percent of the Maximum Bid Amount

(Words)

\$ (5% of the Maximum Bid Amount)

(Figures)

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

BIDDER

Williams Brothers Construction Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

David M. Williams

Print Name

President

Title

Attest:

Signature

Jacqueline Smith, Secretary

Title

SURETY

Zurich American Insurance Company AND
Fidelity and Deposit Company of Maryland

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Keith Corder

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Robin L. Young, Surety Account Manager

Title

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

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

12. IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

County of Marion

On this 10th day of June, 2020, before the subscriber, a Notary Public of the State of Indiana, in and for the County of Marion, duly commissioned and qualified, came Keith Corder, Attorney-In-Fact of the Zurich American Insurance Company AND Fidelity and Deposit Company of Maryland, to me personally known to be the individual described in, and who executed the preceding and foregoing instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and says that he/she is the said Attorney-In-Fact for the Companies aforesaid, and that the seals affixed to the foregoing instrument are the corporate seals of said Companies and that said corporate seals and his/her signature were duly affixed and subscribed to the said instrument by the authority and direction of the said Companies.

In Witness Whereof, I have hereunto set my hand affixed my official seal this day and year first above written.


Robin L. Young Notary Public

ROBIN L. YOUNG,
Notary Public, State of Indiana
SEAL
Commission Number 0645033
My Commission Expires June 10, 2021

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

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

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

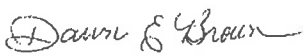
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of September, A.D. 2019.



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



By: *Robert D. Murray*
Vice President



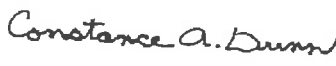
By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 30th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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





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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of June, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclains@zurichna.com
800-626-4577



Official Certificate of Publication as Required by State Law and IPA By-Laws

Certificate of the Publisher

Ganett certifies that it is the publisher of the Peoria Journal Star. Peoria Journal Star a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City Peoria, County of Peoria, Township of Peoria, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time in the Peoria Journal Star, namely one time per week for 1 consecutive week. The first publication of the notice was made in the newspaper, dated and published on April 25th, 2020 and the last publication of the notice was made in the newspaper dated and published on April 25th, 2020. The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, the Peoria Journal Star has signed this certificate by Ganett, its publisher, at Peoria, Illinois, on April 25th, 2020.

Williams Brothers Construction
Ad # 4701788

By:

Ashley Anderson
Legal Notice Representative
Ganett
Publisher

(Note: Unless otherwise ordered, notarization of this document is **not** required.)

Legal Notice**Legal Notice****NOTICE TO
DISADVANTAGED
BUSINESSES**

Williams Brothers Construction Inc., P.O. Box 1366, Peoria, IL 61654, (309) 688-0416, is seeking disadvantaged businesses capable of performing work for the COMBINED SEWER OVERFLOW (CSO) LONG TERM CONTROL PLAN IMPROVEMENTS, PHASE 3 AND 4, PACKAGE B, CITY OF PEKIN, ILLINOIS in the following areas:

Concrete Work, Rebar Fabrication / Erection, Steel Fabrication / Erection, Painting, Electrical, Mechanical, Utilities, Excavation, Asphalt Paving, Concrete Paving, Fencing, Landscaping, Etc.

All Interested Disadvantaged Business Enterprises should contact, **IN WRITING, (Certified letter, return receipt requested), David M. Williams**, to discuss the sub-contracting opportunities. All negotiations must be completed prior to the bid opening date of June 3, 2020 at 2:00 p.m. CST. A true and correct copy of **your current certification** as a disadvantaged business enterprise must accompany any written proposal or quotation that you furnish. Award of a subcontract will be based on consideration of the following criteria: (a) responsiveness of the proposal or quotation; (b) work history demonstrating capability to perform the work; (c) price; (d) responsibility of bidder in terms of integrity, reliability and capacity to perform such as would assure good faith, timely and safe performance and completion of the work and adherence to applicable state and federal laws and regulations. Consideration will also be given to a bidder's prequalification status, if any, with Illinois governmental bodies.



**WILLIAMS
BROTHERS
CONSTRUCTION INC.**



June 10, 2020

City of Pekin
111 South Capital Street
Pekin, IL 61554

RE: Evidence of Authority
CSO Long Term Control Plan Improvements
Phase 3 and 4 Package B

To Whom It May Concern:

I, Joseph Williams, certify that I am the Vice President of Williams Brothers Construction Inc., incorporated in the State of Delaware, named as contractor hereinabove; that David Williams, who signed the foregoing Agreement on behalf of the Contractor was then President of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Sincerely,

WILLIAMS BROTHERS CONSTRUCTION INC.

By

Joseph Williams, Vice President

Attest:

Jacqueline Smith, Corp. Secretary

Attachment: Williams Brothers Proposal - Pekin CSO Phase III 6-10-20 (2210 : Receive and File Bids for Phase III CSO Project)



**WILLIAMS
BROTHERS**
CONSTRUCTION INC.

June 10, 2020

City of Pekin
City Hall
111 South Capitol Street
Pekin, IL 61554

RE: CSO Long Term Control
Plan Improvements
Phase 3 and 4 Package B

To Whom it May Concern:

Williams Brothers Construction acknowledges that the Illinois Compiled Statutes, 1992, Act 570 Employment of Illinois Workers on Public Works Act and of Illinois Public Act 93-0642, which amends the Illinois Procurement Code shall apply to the City of Pekin CSO Long Term Control Plan Improvements Phase 3 and 4 Package B. We acknowledge that we will self-perform a minimum of 25% of all labor manhours on this project and also agree to comply with the Equipment Manufacturer Program Certification.

Sincerely,

WILLIAMS BROTHERS CONSTRUCTION INC.

By

David Williams, President

Attachment: Williams Brothers Proposal - Pekin CSO Phase III 6-10-20 (2210 : Receive and File Bids for Phase III CSO Project)



REQUEST FOR COUNCIL ACTION

Agenda Date: June 15, 2020
To: Council Members
From: Josie Esker, Assistant City Engineer

AGENDA ITEM: Resolution No.120-20/21 to Reject All Bids for the Phase III CSO Sewer Project

ACTION REQUESTED: Adopt the Resolution to Reject the Bid.

DESCRIPTION: This request is to reject all bids for the Phase III Combined Sewer Overflow (CSO) project. The City received only one bid for this project. The bid from Williams Brothers Construction Inc. was \$23,856,500.00, over double the engineer's estimate of \$11,653,082.00. Staff finds the bid to be unreasonable and does not recommend that the City award the bid.

This project is part of the City's Long Term Control Plan (LTCP), which is required by a settlement agreement that the City made with the IEPA. After years of negotiations, the City had finally come to an agreement with the railroad and obtained all necessary easements to complete this project. To receive the low interest loan funding from the IEPA for this project, this project would need to be awarded by June 17th.

A portion of this project also runs below Front Street, and that portion needs to be completed soon in order to finish the road reconstruction. Staff plans to split this project in to smaller sections and rebid the section at Front Street first. Staff believes that more bidders would be interested if the project was smaller.

FINANCIAL IMPACT:

Requested Amount: \$0
 Line Item: 231-000-150700
 Budgeted Amount: \$4,000,000.00
 Remaining Funds: \$4,000,000.00

Note that this construction project would have been spread out over at least two years. Engineering estimated that only \$4,000,000 of construction would be completed this fiscal year.

IMPACT IF APPROVED: All bids will be rejected.

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

6/12/2020

Date:

WHEREAS, the City solicited bids for construction services for the Phase III Combined Sewer Overflow Project; and

WHEREAS, a public bid opening was held on June 10, 2020; and

WHEREAS, Williams Brothers Construction, Inc. submitted the only in response to the request, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City Council of the City of Pekin finds that the bid from Williams Brothers Construction Inc., is an unreasonable bid;

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 Council hereby elects to reject all bids submitted for the Phase III Combined Sewer Overflow Project, including that proposal submitted by Williams Brothers Construction Inc., a copy of which is attached hereto as Exhibit A.

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

MAYOR

ATTEST:

CITY CLERK

Addendum #07

**BID FORM
FOR CONSTRUCTION CONTRACTS**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

Addendum #07

BID FORM
CITY OF PEKIN, IL
COMBINED SEWER OVERFLOW (CSO) LONG TERM CONTROL PLAN IMPROVEMENTS PHASE 3
AND 4

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>04-24-2020</u>
<u>2</u>	<u>05-04-2020</u>
<u>3</u>	<u>05-06-2020</u>
<u>4</u>	<u>05-18-2020</u>
<u>5</u>	<u>05-29-2020</u>
<u>6</u>	<u>06-01-2020</u>
<u>7</u>	<u>06-05-2020</u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work. The mandatory site visit was conducted by the bidder on May 12, 2020.

C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site;

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the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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4.02 (I) By submission of the bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with the bid:

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

(II) Each person signing the bid shall certify that:

- (i) He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid and that he has not participated, and will not participate, in any action contrary to (I) (i) through (I)(iii) above; or
- (ii) He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate, in any action contrary to (I)(i) through (I)(iii) above.

4.03 BIDDER certifies that wages paid in connection with the PROJECT shall be paid at prevailing rates not less than those prevailing under the Davis-Bacon Wage Act. Bidder further certifies that the provisions contained in the following clauses will be exercised in the performance of any contract resulting from this BID and are made a part of the CONTRACT DOCUMENTS thereto by their inclusion in the BID as follows:

1. Minimum wages.

- i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually

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performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)1(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

- ii) (A) The sub recipient, on behalf of USEPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The USEPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1.) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2.) The classification is utilized in the area by the construction industry; and
 - (3.) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B.) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the sub recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the sub recipient to IEPA. IEPA will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and will so advise IEPA or will notify IEPA within the 30- day period that additional time is necessary.
- (C.) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the sub recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D.) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)1(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2.) Withholding, the sub recipient shall upon written request of the USEPA Award Official or an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3.) Payrolls and basic records.
 - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the sub recipient, that is, the entity that receives the sub-grant or loan from IEPA. Such documentation shall be available on request of IEPA or USEPA. As to each payroll copy received, the sub recipient shall provide written confirmation indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include

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an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the sub recipient for transmission to IEPA or USEPA, if requested, for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sub recipient.

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1.) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete
 - (2.) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;
 - (3.) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of optional Form WH-347, available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site, shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of IEPA, USEPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or IEPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4.) Apprentices and trainees.

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- i) Apprentices. Apprentices will be permitted to work at less than predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the

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wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5.) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- (6.) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the USEPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7.) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8.) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9.) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and sub recipients, IEPA, USEPA, the U.S. Department of Labor, or the employees or their representatives.
- (10.) Certification of eligibility.
 - i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision for Contracts in Excess of \$100,000 - clauses (1) through (4) shall be inserted in full in any contract in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

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Contract Work Hours and Safety Standards Act.

- (1.) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2.) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3.) Withholding for unpaid wages and liquidated damages. The sub recipient, upon written request of the USEPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4.) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
 - (i) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Sub recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Sub recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the IEPA, USEPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job

(11.) Compliance Verification

Addendum #07

- a. The sub recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from USEPA on request.
- b. The sub recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- c. The sub recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors and subcontractors are paying the appropriate wage rates. The sub recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the sub recipient must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Sub recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the sub recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- d. The sub recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S. Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- e. Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the USEPA DB contact listed above and to the appropriated DOL Wage and Hour District Office listed at <http://www.dol.gov/whd>.

Addendum #07

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following unit price bid:

BASE BID PHASE 3A Section 1:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
18" D.I.P Sewer	LF	90	\$ 500	\$ 45000
120" Steel Casing installation method as shown in Phase 3A Railroad Crossing Plans: "Plans for Proposed Front Street Grade Crossing" and specifications	LF	219	\$ 4000	\$ 876,000
Fayette Street Junction Structure, Complete (32)	LS	1	\$ 808,998	\$ 808,998
Fayette Street Overflow Structure, Complete (35)	LS	1	\$ 950,000	\$ 950,000
Fayette Street Conflict Structure, Complete (39)	LS	1	\$ 750,000	\$ 750,000
Demolition of Existing Fayette St. Overflow Structure and 15" and 60" Sewer connections (36)	LS	1	\$ 200,000	\$ 200,000
Outfall Siphon under the 72" Sewer, Complete (37)	LS	1	\$ 300,000	\$ 300,000
Fayette Street Headwall and check valve, Complete (38)	LS	1	\$ 300,000	\$ 300,000
Pavement Removal	LF	842	\$ 310	\$ 261,020
Pavement Removal	LF	20	\$ 515	\$ 10300
Seeding, fertilizing and Mulching	LS	1	\$ 20,000	\$ 20,000
Clearing and Grubbing	LS	1	\$ 10,000	\$ 10,000
Misc. incidental demolition and clearing	LS	1	\$ 100,000	\$ 100,000
RR liability insurance 3A	LS	1	\$ 11,000	\$ 11,000
Traffic Control	LS	1	\$ 10,000	\$ 10,000
Trench Dewatering complete	LS	1	\$ 20,000	\$ 20,000
Fiber Optic Cable and Conduit	LF	1012	\$ 18	\$ 18216
Warning Tape	LF	962	\$ 2.50	\$ 2405
Electrical and Controls Complete	LS	1	\$ 100,000	\$ 100,000
CA-7 Aggregate Allowance for Field over-excavation needs	CY	200	\$ 40	\$ 8000
Total Base Bid Phase 3A Section 1				\$ 4800,939

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BASE BID PHASE 3A Section 2:

Phase 3A Railroad Crossing Plans: "Plans for Proposed Front Street Grade Crossing" and specifications
 "Specifications for the Construction of the Front Street Grade Crossing and Rail Improvements"

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
MOBILIZATION	LS	1	\$ 15000	\$ 15000
CONSTRUCTION LAYOUT	LS	1	\$ 7500	\$ 7500
TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LS	1	\$ 10000	\$ 10000
TREE PRUNING	EA	10	\$ 2000	\$ 20000
FENCE AND GATE REMOVAL AND REINSTALLATION	LS	1	\$ 8200	\$ 8200
TEMPORARY CHAIN LINK FENCE	FT	160	\$ 20	\$ 3200
RAILROAD TIES TO BE REMOVED	FT	6970	\$ 2.50	\$ 17425
RAILROAD CROSSING REMOVAL	FT	90	\$ 430	\$ 38700
BORROW EXCAVATION	CY	110	\$ 50	\$ 5500
AGGREGATE SURFACE COURSE, CA-6	TON	180	\$ 35	\$ 6300
BALLAST	TON	2500	\$ 35	\$ 87500
RAILROAD TIES	EA	820	\$ 75	\$ 61500
TRACK WORK	FT	6090	\$ 59	\$ 359310
CROSSING PANELS, TANGENT	FT	120	\$ 614	\$ 73680
CROSSING PANELS, ARC	FT	112.5	\$ 614	\$ 69075
SANITARY MANHOLES TO BE ADJUSTED	EA	1	\$ 2000	\$ 2000
CULVERT, RCP, CLASS, IV, 12"	FT	50	\$ 100	\$ 5000
SIGN PANEL - TYPE 1	SF	18	\$ 100	\$ 1800
WOOD SIGN SUPPORT	FT	12	\$ 100	\$ 1200
RAILROAD PROTECTIVE LIABILITY INSURANCE	LS	1	\$ 4500	\$ 4500
ALLOWANCE: RAILROAD FLAGGER	DAY	30	\$ 900	\$ 27000
ELECTRIC SLIDE GATE OPERATOR	LS	1	\$ 55000	\$ 55000
Total Base Bid Phase 3A Section 2				\$ 879390

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PHASE 3A ALTERNATES:**ALTERNATE 3A-1:**

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
96" Interceptor - C301 Pipe and fittings	LF	664	\$ 2600	\$ 1,726,400
72" Interceptor - C301 Pipe and fittings	LF	24	\$ 3200	\$ 76,800
C301 Tee Manhole on 96" CSO Sewer	EA	2	\$ 104,200	\$ 208,400
Total Alternate 3A-1				\$ 2,011,600

ALTERNATE 3A-2:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
96" Interceptor - Hobas Pipe and fittings	LF	664	\$ 2040	\$ 1,354,560
72" Interceptor - Hobas Pipe and fittings	LF	24	\$ 1180	\$ 28,320
Hobas Tee Manhole on 96" CSO Sewer	EA	2	\$ 53,000	\$ 106,000
Total Alternate 3A-2				\$ 1,488,880

ALTERNATE 3A-3:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - C301 Pipe and fittings	LF	184	\$ 2700	\$ 496,800
Total Alternate 3A-3				\$ 496,800

ALTERNATE 3A-4:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - Hobas Pipe and fittings	LF	184	\$ 1480	\$ 272,320
Total Alternate 3A-4				\$ 272,320

ALTERNATE 3A-5:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - D.I.P. and fittings	LF	184	\$ 2000	\$ 368,000
Total Alternate 3A-5				\$ 368,000

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BASE BID PHASE 3B:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
18" DI Sewer	LF	88	\$ 607	\$ 53,416
36" RCP Storm Sewer Pipe	LF	125	\$ 233	\$ 29,125
18" RCP Storm Sewer Pipe	LF	21	\$ 128	\$ 2,688
12" RCP Storm Sewer Pipe	LF	44	\$ 145	\$ 6,380
32" Steel Casing installed by Bore & Jack	LF	37	\$ 4,300	\$ 159,100
68" Steel Casing installed by Bore & Jack	LF	78	\$ 12,000	\$ 936,000
Sheet Pile Shoring STA 12+00 to STA 17+66	LF	566	\$ 2,200	\$ 1,245,200
Sheet Pile Shoring STA 21+41 to STA 23+33	LF	192	\$ 2,200	\$ 422,400
6" Service Reconnection, Complete (40C8A)	LS	1	\$ 14,100	\$ 14,100
Existing 18" Sewer - Cap, Plug, and Abandon in place (40C4)	LS	1	\$ 10,725	\$ 10,725
Storm Sewer MH Modifications and Storm Sewer Abandonment (40C8A)	LS	1	\$ 10,570	\$ 10,570
Storm Sewer MH (40C8A)	EA	1	\$ 11,683	\$ 11,683
Storm Sewer MH and Curb Inlet (40C8A)	EA	1	\$ 3,731	\$ 3,731
Storm Sewer Curb Inlet (40C8A)	EA	1	\$ 7,896	\$ 7,896
30" SA Conflict Structure, Complete (41)	LS	1	\$ 600,000	\$ 600,000
Court Street Overflow Structure, Complete (44)	LS	1	\$ 200,000	\$ 200,000
Court Street Sewer Diversion Structure, Complete (43)	LS	1	\$ 600,000	\$ 600,000
Existing Court Street Overflow Structure Modifications, Complete (45)	LS	1	\$ 200,000	\$ 200,000
Court Street Outfall Improvements, Complete (46)	LS	1	\$ 50,000	\$ 50,000
Caroline Street Overflow Structure, Complete (48)	LS	1	\$ 500,000	\$ 500,000
Existing Caroline Street Overflow Improvements, Complete (49)	LS	1	\$ 40,000	\$ 40,000
Type B Pavement Removal & Replacement with Trench Backfill	LF	219	\$ 280	\$ 61,320
Type C Pavement Removal & Replacement with Trench Backfill	LF	20	\$ 190	\$ 3,800
Type D Pavement Removal & Replacement with Trench Backfill	LF	743	\$ 190	\$ 141,170
Asphalt Pavement Removal & Replacement with Trench Backfill	LF	223	\$ 330	\$ 73,590
Concrete Pavement Removal & Replacement with Trench Backfill	LF	50	\$ 470	\$ 23,500
Type E Pavement Removal and Replacement with Trench Backfill	LF	112	\$ 180	\$ 20,160
Seeding, fertilizing and Mulching	LS	1	\$ 108,000	\$ 108,000
Clearing and Grubbing	LS	1	\$ 40,000	\$ 40,000
Misc. incidental demolition, relocation, and clearing	LS	1	\$ 40,000	\$ 40,000

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Railroad liability insurance Phase 3B	LS	1	\$ 11,000	\$ 11,000
Railroad Track Monitoring Per Appendix A STA 10+00 to STA 27+00	LF	1700	\$ 30	\$ 51,000
Traffic Control	LS	1	\$ 20,000	\$ 20,000
Trench Dewatering complete	LS	1	\$ 40,000	\$ 40,000
Fiber Optic Cable and Conduit	LF	3362	\$ 21.00	\$ 70,602
Warning Tape	LF	3370	\$ 2.50	\$ 8,425
Electrical and Controls Complete	LS	1	\$ 50,000	\$ 50,000
Tree and Shrub Removal	LS	1	\$ 40,000	\$ 40,000
CA-7 Aggregate Trench Backfill to the Top of the Pipe STA 11+50 to 29+50	LF	1800	\$ 55	\$ 99,000
CA-7 Aggregate Allowance for Field over- excavation needs	CY	200	\$ 40	\$ 8,000
Total Base Bid Phase 3B				\$ 6,012,581

PHASE 3B ALTERNATES:**ALTERNATE 3B-1:**

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
72" Interceptor - C301 Pipe and Fittings	LF	2011	\$ 1550	\$ 3117,050
C301 Tee Manhole on 72" CSO Sewer	EA	4	\$ 90,000	\$ 360,000
Total Alternate 3B-1				\$ 3477,050

ALTERNATE 3B-2:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
72" Interceptor - Hobas Pipe and Fittings	LF	2011	\$ 1300	\$ 2,614,300
Hobas Tee Manhole on 72" CSO Sewer	EA	4	\$ 40,000	\$ 160,000
Total Alternate 3B-2				\$ 2,774,300

ALTERNATE 3B-3:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - C301 Pipe and Fittings	LF	1076	\$ 1400	\$ 1,506,400
48" Interceptor - C301 Pipe and Fittings	LF	197	\$ 1050	\$ 206,850
C301 Tee Manhole on 60" CSO Sewer	EA	5	\$ 66,000	\$ 330,000
Total Alternate 3B-3				\$ 2,043,250

ALTERNATE 3B-4:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - Hobas Pipe	LF	1076	\$ 1200	\$ 1,291,200
48" Interceptor - Hobas Pipe	LF	197	\$ 900	\$ 177,300

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C301 Tee Manhole on 60" CSO Sewer	EA	5	\$ 36500	\$ 182,500
Total Alternate 3B-4				\$ 1,651,000

ALTERNATE 3B-5:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - Ductile Iron Pipe	LF	1076	\$ 1280	\$ 1,377,280
48" Interceptor - Ductile Iron Pipe	LF	197	\$ 860	\$ 169,420
6' Diameter Precast Concrete Manhole	EA	5	\$ 22400	\$ 112,000
Total Alternate 3B-5				\$ 1,658,700

BASE BID PHASE 3C:

Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
30" Force main - Ductile Iron and restrained fittings	LF	488	\$ 1000	\$ 488,000
CSO Pump Station, Complete	LS	1	\$ 4750,000	\$ 4,750,000
Existing Pump Station, Complete	LS	1	\$ 500,000	\$ 500,000
Plugging Sewer Interconnect at State and 2 nd (52)	LS	1	\$ 10750	\$ 10,750
Type C Pavement Removal & Replacement with Trench Backfill	LF	94	\$ 241	\$ 22,654
Type E Pavement Removal & Replacement with Trench Backfill	LF	83	\$ 102	\$ 8,466
Tree & Shrub Removal	LS	1	\$ 40000	\$ 40,000
Tree Replacement - 4 inch Diameter	EA	8	\$ 2000	\$ 16,000
Tree Replacement - 2 inch Diameter	EA	8	\$ 1000	\$ 8,000
Seeding, fertilizing and Mulching	LS	1	\$ 54000	\$ 54,000
CA-7 Aggregate Allowance for Field over-excavation needs	CY	200	\$ 40	\$ 8,000
Fiber Optic Cable and Conduit	LF	500	\$ 18	\$ 9,000
Warning Tape	LF	488	\$ 2.50	\$ 1,220
RR liability insurance 3C	LS	1	\$ 11000	\$ 11,000
Traffic Control	LS	1	\$ 10000	\$ 10,000
Trench Dewatering complete	LS	1	\$ 40000	\$ 40,000
Total Base Bid Phase 3C				\$ 5,977,090

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Total of Base Bid 3A, 3B, and 3C = TOTAL BASE BID PRICE \$ 17,670,000

- Phase 3A Low Alternate A- \$ 1,761,200
- Phase 3B Low Alternate B- \$ 4,425,300
- Phase 3C Low Alternate C- \$ 0

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Total of Base Bid (3A, 3B, 3C) and Low Alternate (3A, 3B, 3C) \$ 23,856,500.00

Bidder is currently certified as an MBE or WBE under EPA's DBE Program? Yes ☐ No ☒

The Bidder shall provide a list of Subcontractors for the various portions of work as follows:

Subcontract or Equipment Specification Section	General Description	Subcontractor, as applicable
Wastewater Process Piping and Equipment	process related piping, equipment and appurtenances installation and testing	GA RICH + SONS
Site Civil	general site work, excavation, earthwork, seeding, etc.	WILLIAMS BROTHERS
Buildings	building construction	WILLIAMS BROTHERS
Concrete	cast-in-place concrete construction	WILLIAMS BROTHERS
Electrical	electric power distribution, lighting, control wiring and conduits	OBERLANDER ELE
Site Piping	exterior related piping, installation and testing	GA RICH + SONS
Railroad	Related Phase 3A Section 2	TN TRACIA SERVIC
Bore & Jacking	Related to Phase 3B installation of steel casing by bore and jacking	MIDWEST MOLE

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

The bid award shall be made to the low, responsive, responsible BIDDER on the basis of the Total Base Bid and lowest Total Alternate. The BIDDER shall submit a complete bid inclusive of all alternates.

Bidder understands that the Owner reserves the right to reject any or all bids, to waive any informalities in the bidding, to award any combination of alternate bids as specified in the Article 19.06 of the Instructions to Bidders.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within 10 days and deliver Surety Bonds as required by Instructions to Bidders.

The bid security attached in the sum of 5% of the Maximum Bid Amount (\$ 5% of Max Bid Amt) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

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Neither the undersigned company nor any of its officers or employees have been barred from bidding on this contract as a result of being convicted of bid rigging or bid rotation.

It is understood that this bid will be declared non-responsive if it is not accompanied by the documentation required by the Owner's Disadvantaged Business Enterprise Policy, Pages 00675-1 through 00675-12 of the Specifications.

All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 – MAJOR ITEMS OF EQUIPMENT AND ON-SITE FIELD VERIFICATION

(Failure to complete this section shall be considered sufficient cause for rejection of the Bid.)

It is hereby expressly agreed that the Contractor Proposes to furnish and install in full compliance with the Plans and Contract Documents, the major items of equipment, as manufactured or supplied by the following listed manufacturers or suppliers. Each Bidder must list one manufacturer for the major equipment proposed to be furnished and installed in the work. The equipment listed will be subject to the requirements of Specification SECTION 461000 – GENERAL REQUIREMENTS, Item 1.3.B. and Item 1.3.D. The Contractor must provide complete equipment submittals in accordance with SECTION 461000 – GENERAL REQUIREMENTS and SECTION 0133000 – SUBMITTALS for review by the OWNER and ENGINEER for determination of compliance with the Plans and Specifications.

A. MAJOR ITEMS OF EQUIPMENT

Item No.	Specification Section	Equipment Description	Manufacturer or Supplier
1.	461100	Plug Valves (4 in. and larger)	Dezurik
2.	461100	Horizontal Swing Flap Check Valves	Tide Flex
3.	461100	Electric Valve Activators	Limitaque
4.	461150	Weir Gate	Rodney Hunt
5.	461150	Sluice Gate	Rodney Hunt
6.	461165	Magnetic Flow Meter	ABB
7.	461176	UltraSonic Level Sensors	Hydroangan
8.	461201	Combined Sewer Pumps	Flygt
9.	462113	Mechanical Bar Screen and Screenings Compactor	SWC
10.	262923	Variable Frequency Drives	Altivar
11.	363213	Packaged Engine Generator	Caterpillar
12.	Specified on the Plans	SCADA Control Panels	Complete Integration & Service

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B. ON-SITE FIELD VERIFICATION

The Bidder herewith certifies to have conducted an on-site inspection of the entire pipe alignment and construction area to verify existing on-site field conditions and constructability, operations and shoring requirements.

William Knapp, Estimator

June 2, 2020

Verification Name/Title by Bidder

Date(s) Inspection Conducted

ARTICLE 7 – TIME OF COMPLETION

- 7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 7.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 8 – ATTACHMENTS TO THIS BID

- 8.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of a 5% Bid Bond;
 - B. Forms per Article 15 – Submittal of Bid, Section 15.01 of the Instructions to Bidders, EJCDC C-200;
 - C. Required Signed and Executed Equipment Manufacturer Program Certification, page 000640-1;
 - D. Bidding Contractor shall provide written acknowledgement that they will self-perform a minimum of twenty five percent (25%) of all labor (manhours) on this project;
 - E. Evidence of authority to do business in the State of Illinois; Contractor shall submit a Certificate of Good Standing from the Illinois Secretary of State website. <http://www.ilsos.gov/corporatelle/>;
 - F. Required Bidder Qualification Statement with supporting data;
 - G. Written acknowledgment of Illinois Compiled Statutes, 1992, ACT 570 Employment of Illinois Workers on Public Works Act;
 - H. Written acknowledgement of Illinois Public Act 93-0642, which amends the Illinois Procurement Code;
 - I. The failure to include any listed attachments with a bid proposal is sufficient cause for bid rejection. The omission of any listed attachment will require, at the least, more intense evaluation of the bid. Bidders shall review all hard copy submissions to assure that all listed attachments are included.

ARTICLE 9 – DEFINED TERMS

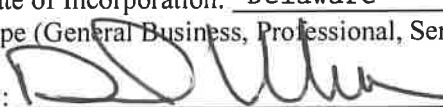
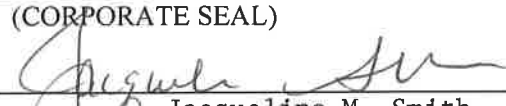
- 9.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 10 – BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An IndividualName (typed or printed): N/ABy: N/A
(Individual's signature)Doing business as: N/AA PartnershipPartnership Name: N/ABy: N/A
(Signature of general partner -- attach evidence of authority to sign)Name (typed or printed): N/AA CorporationCorporation Name: Williams Brothers Construction Inc. (SEAL)State of Incorporation: DelawareType (General Business, Professional, Service, Limited Liability): General BusinessBy: 
(Signature -- attach evidence of authority to sign)Name (typed or printed): David M. WilliamsTitle: President
(CORPORATE SEAL)Attest 
Jacqueline M. SmithDate of Qualification to do business in [State where Project is located] is 08 / 01 / 1973A Joint VentureName of Joint Venture: N/AFirst Joint Venturer Name: N/A (SEAL)

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By: N/A
 (Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: N/A

Second Joint Venturer Name: _____ (SEAL)

By: N/A
 (Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: N/A

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

Bidder's Business Address Williams Brothers Construction Inc.

P.O. Box 1366, Peoria, Illinois 61654

Phone No. 309-688-0416 Fax No. 309-688-0891

E-mail jackie@wbci.us

SUBMITTED on June 10, 20 20.

State Contractor License No. N/A

By operation of the order, the equal opportunity clause contained in § 60-1.4, the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) contained in § 60-4.2, and the Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) contained in § 60-4.3 shall be deemed to be a part of every solicitation or of every contract and subcontract, as appropriate, required by the order and the regulations in this chapter to include such clauses whether or not they are physically incorporated in such solicitation or contract and whether or not the contract is written.

U.S. ENVIRONMENTAL PROTECTION AGENCY

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 that are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.



Signature

June 10, 2020

Date

David M. Williams, President

Name and Title of Signer

(Please type)

Williams Brothers Construction Inc.

Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

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WILLIAMS BROTHERS CONSTRUCTION INC.

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS
NONDISCRIMINATION IN EMPLOYMENT

To: Carpenters Local 237, Laborers Local 231, Operating Engineers Local 649
 (Name of union or organization of workers)

The undersigned currently holds contract(s) with Pekin, Illinois
 (name of applicant)
 involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

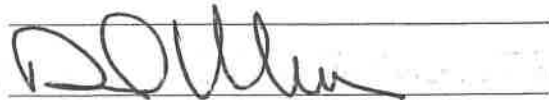
HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION,
 RECRUITMENT, ADVERTISING, OR SOLICITATION FOR EMPLOYMENT,
 TRAINING DURING EMPLOYMENT, RATES OF PAY OR OTHER FORMS OF
 COMPENSATION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP,
 LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontracts(s) and Executive Order 11246, as amended.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Williams Brothers Construction Inc.

P.O. Box 1366, Peoria, Illinois 61654



(Contractor or Subcontractor)

David M. Williams

June 10, 2020

(Date)

EPA Project Control #: _____

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant to the best of its knowledge and belief that it and its principles:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

David M. Williams, President

(Typed Name & Title of Authorized Representative)



June 10, 2020

(Signature of Authorized Representative) (Date)

☐ I am unable to certify the above statements. My explanation is attached.

EPA FORM 5700-49 (11-88)

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WILLIAMS BROTHERS CONSTRUCTION INC.

Instructions

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a sub-agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub-agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details; see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington DC 20460
(Telephone: 202-475-8025)

EPA Form 5700-19 (11-88)

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WILLIAMS BROTHERS CONSTRUCTION INC.

**Construction Contracts of Loan Recipient and Other Sections From
"Procedures For Issuing Loans From the Water Pollution Control Loan Program"**

Section 365.620(c) Negotiations of Contract Amendments (Change Orders)

2) Changes in contract price or time

The contract price or time may be changed only by a change order. When negotiations are required, they shall be conducted in accordance with subsection (c) of this Section.

3) For each change order the contractor shall submit to the loan recipient for review sufficient cost and pricing data to enable the loan recipient to ascertain the necessity and reasonableness of costs and amounts proposed, and the allowability and eligibility of costs proposed.

Section 365.620(d) Required Construction Contract Provisions

Each construction contract shall include the following provisions:

1) Audit; access to records:

- A) The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on loan work in accordance with Generally Accepted Accounting Principles (GAAP). The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under subsection (c) above, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.
- B) If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in subsection (d)(1)(A) above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000 that affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his or her contracts and all tier subcontracts or change orders in excess of \$25,000 that are directly related to project performance.
- C) Audits shall be consistent in accordance with auditing standards generally accepted in the United States of America.
- D) The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection (d)(1)(A) above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit

exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

- E) The records required by subsection (d)(1)(A) above shall be maintained and made available during performance of the work under the loan agreement and for three years after the date of the final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after resolution of the dispute, appeal, litigation, claim or exception.
- F) The right of access will generally be exercised with respect to financial records under:
 - i) Negotiated prime contracts;
 - ii) Negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
 - iii) Subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.
- G) The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:
 - i) With respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
 - ii) If there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

2) Covenant against contingent fees.

The contractor shall warrant that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the owner shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

3) Wage provisions.

The Contractor shall pay prevailing wages in accordance with the Davis-Bacon Act (40 USC 276a through 276a-5 as defined by the U.S. Department of Labor. More information and guidance on the Davis-Bacon Wage Rate requirements is available on the IEPA web site at: <http://www.epa.state.il.us/water/forms.html#financial-assistance>.

4) Disadvantaged business enterprise requirements.

The contractor shall provide evidence, including, but not limited to, a copy of the advertisement or advertisements and the record of negotiation, that the contractor has take affirmative steps in accordance with 40 CFR, Part 33 to assure that disadvantaged business enterprises are used when possible as sources of supplies, equipment, construction and services consistent with the provisions of the Agency's Operating Agreement with USEPA.

5) Debarment and suspension provisions.

The contract shall require the successful bidder or bidders to submit a "Certificate Regarding Debarment, Suspension and Other Responsibility Matters" (EPA Form 5700-49) showing compliance with federal Executive Order 12549 (Appendix A, Exhibit C).

6) Non-segregated facilities provisions

The successful bidder shall be required to submit a certification of non-segregated facilities as prescribed by 18 USC 1001.

Section 365.620(e) Subcontracts Under Construction Contracts

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by the prime contractor shall comply with:

- 1) All applicable provisions of federal, State and local law;
- 2) All provisions of this Part 365 with respect to fraud and other unlawful or corrupt practices;
- 3) All provisions of this Part 365 with respect to access to facilities, records and audit of records; and
- 4) All provisions of subsection (d)(5) that require a "Certification Regarding Debarment, Suspension, and Other Responsibility Matters (EPA Form 5700-49) showing compliance with federal Executive Order 12549 (Appendix A, Exhibit C).

Section 365.620(f) Contractor Bankruptcy

In the event of a contractor bankruptcy, the loan recipient shall notify the Agency and shall keep the Agency advised of any negotiations with the bonding company, including any proposed settlement. The Agency may participate in those negotiations and will advise the loan recipient

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WILLIAMS BROTHERS CONSTRUCTION INC.

of the impact of any proposed settlement to the loan agreement. The loan recipient shall be responsible for assuring that every appropriate procedure and incidental legal requirement is observed in advertising for bids and re-awarding a construction contract.

Section 365.640(c) Remedies

All claims, counter-claims, disputes and other matters in question between the loan applicant and the contractor arising out of, or relating to a sub-agreement or its breach shall be decided by arbitration if the parties agree, or in a court of competent jurisdiction within the State.

Section 365.810(b) Access

Every contract entered into by the loan recipient for construction work, and every sub-agreement, shall provide the Agency representatives with access to the work. The contractor or subcontractor shall provide facilities for such access and inspection. The contract or sub-agreement shall also provide that the Agency or any authorized representative shall have access to any books, documents, papers and records that are pertinent to the project for the purpose of making audit, examination, excerpts and transcriptions.

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WILLIAMS BROTHERS CONSTRUCTION INC.

Bidder Certification
In Compliance with Article 33E to the
"Criminal Code of 1961"

I David M. Williams, do hereby certify that:
Name

1. I am President of the Williams Brothers Construction Inc.
Position Firm
and have authority to execute this certification on behalf of the firm

2. This firm is not barred from bidding on this contract as a result of a violation of either Section 33E-3, Bid-rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal Code of 1961."

Name of Firm Williams Brothers Construction Inc.

Signature David M. Williams

Title President

Date June 10, 2020

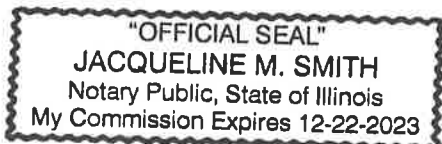
Corporate Seal (where appropriate)

On this 10th day of June, 2020, before me appeared (Name)

David M. Williams to me personally known,
who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly
authorized by (Name of Firm) Williams Bros. Const. Inc. to execute the affidavit and did
so as his or her free act and deed.

Notary Public Jacqueline M. Smith Commission Expires 12-22-2023

Notary Seal



Specification for Disadvantaged Business Enterprise Participation
(Name of Loan Recipient) City of Pekin

I. Disadvantaged Business Enterprise Policy

- A. It is the policy of the State of Illinois to award a fair share of sub-agreements to disadvantaged businesses. In complying with this requirement, contractors are required to take affirmative steps to assure that disadvantaged businesses are used when possible as sources of supplies, equipment, construction, and services as explained herein.
- B. These specifications define the terms, conditions, and requirements of the State Revolving Fund Loan Program, and the (Name of Loan Recipient) City of Pekin policy and procedures for complying with these requirements.
- C. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the fair share percentages are 5% for MBEs and 12% for WBEs.

II. Pre-Contract Award Obligations

- A. Bidders are required to advertise subcontracting opportunities and to negotiate with disadvantaged businesses prior to bid opening. Failure to document such affirmative efforts shall be deemed, relative to disadvantaged business compliance non-responsive.
- B. To establish a bid as responsible, the bidder will be required to document the proposed utilization of disadvantaged businesses with letters of intent signed by the bidder and by the disadvantaged business listed in the bid. The documentation requirements are outlined in Section III.
- C. (Name of Loan Recipient) City of Pekin disadvantaged business policy clearly intends for bidders to contact and encourage the participation of disadvantaged businesses prior to bid opening. Affirmative efforts (the written record of conscientious and honest communications between the bidder and disadvantaged business) must be initiated and completed by the bidder prior to bid opening. All bidders must document compliance with the requirements of the disadvantaged business policy.

III. Evaluation of Disadvantaged Business Utilization and Affirmative Efforts

- A. As a prerequisite to demonstrate compliance with the (Name of Loan Recipient) City of Pekin disadvantaged business policy, ALL bidders shall provide the following with its bid:

1. Completed and signed certification from the bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services, in the performance of this contract.
- OR
2. "Certification of publication," or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from the "key" newspaper utilized by each bidder based upon the projects locality (reference attached map of Illinois identifying the "key" newspaper to be utilized by each region). The advertisement (reference attached "suggested" advertisement) must run one day at least (16) days prior to bid opening.
 3. List of all disadvantaged business enterprise (DBE) and non-DBE's that submitted proposals to the bidder along with the date of the proposal.
 4. List of disadvantaged businesses not being utilized and justification for non-utilization.
 5. Certification from the Bidder that Form 6100-2 (DBE Subcontractor Participation Form) has been provided to DBE subcontractors being utilized.
 6. Completed and signed copies of Forms 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form):
 7. Completed and signed certification from the bidder(s) utilizing disadvantaged businesses, attesting that the bidder has no controlling or dominating interest or conflict of interest with the disadvantaged business that is proposed to be utilized (reference attached certification for the information necessary).
 8. In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received (reference attached certification for information necessary).

NOTE: Data Sheet #1 may be used for this purpose.

Failure to submit the documentation pursuant to the requirements of A (1-8) above may cause rejection of the bid as non-responsive.

- B. The low, responsive bidder will be deemed responsible with respect to the disadvantaged business requirements if:
 1. The low, responsive bidder submits Form 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form).

Failure to submit the documentation pursuant to the requirements of B(1) above may cause rejection of the bid as non-responsible.

Where the bidder is considered non-responsible under this subsection, the owner will promptly advise the bidder, in writing, of the basis for the non-responsibility determination.

IV. Sanctions

- A. The (Name of Loan Recipient) City of Pekin may reject one or all bids where the information submitted by the bidder(s) fails to objectively demonstrate compliance with the disadvantaged business requirements (i.e., failure to place the pre-bid advertisement by the bidder(s) at least (16) days prior to bid opening shall not be considered as objectively demonstrating compliance with the disadvantaged business requirements).
- B. Upon finding that any Party has not complied with the requirements of these specifications, including misrepresenting a firm as a disadvantaged business, any one or a combination of the following actions may be taken.
 - 1. Declare the bidder and/or subcontractor non-responsible and therefore ineligible for contract award.
 - 2. Disallow all contract costs associated with non-compliance.
 - 3. Refer any matter, which may be fraudulent to the Illinois Attorney General.
 - 4. Refer any matter, which may lead to criminal prosecution of a claim for funds to the Illinois Attorney General.

V. Post-Contract Award Compliance

- A. As required by the award conditions of USEPA's Assistance Agreement with IEPA, all sub-agreements of the prime contractor must identify that the fair share percentages are 5% for MBEs and 12 % for WBEs.
- B. After award of the prime contract copies of all disadvantaged business related sub-agreements between the prime contractor and subcontractors shall be submitted to the owner.
- C. Subsequent to Bid Submission, any changes in previously reported disadvantaged businesses utilization shall be handled in accordance with Part 33.302(b-h). If the contractor fails to initiate such actions, the owner may withhold payments and/or institute other appropriate sanctions.

Bidder Certification

I N/A, do hereby certify that:

(Name)

1. I am N/A of the N/A
(Position) (Firm)

and have authority to execute this certification on behalf of the firm;

2. This firm will award no sub-agreements, including the procurement of equipment, materials, supplies, and services, in the performance of this contract.

Name of Firm Williams Brothers Construction Inc.

Signature N/A

Title N/A

Date N/A

Corporate Seal (where appropriate)

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WILLIAMS BROTHERS CONSTRUCTION INC.

**Suggested Disadvantaged Business
Advertisement for Construction Contractors**

Notice to Disadvantaged Businesses

_____, _____, _____, is
(Name of Company) (Address of Company) (Telephone)
seeking disadvantaged businesses for the _____
(Name of Loan Recipient)

Project for subcontracting opportunities in the following areas: _____,
_____.

All disadvantaged businesses should contact, IN WRITING, (certified letter, return receipt requested),
_____ to discuss the subcontracting opportunities. All negotiations must
(Company Contact Person)

be completed prior to bid opening _____.
(Date of Bid Opening)

*The advertisement must clearly state the method of evaluating the proposals or quotations, and the relative importance attached to each criterion. Bidders must uniformly and objectively evaluate the proposals submitted by disadvantaged business in response to the advertisement based upon the evaluation criteria stated in the advertisement. The evaluation criteria must not be restrictive or exclusionary.

Data Sheet #1 Disadvantaged Business Participation Documentation

- 1) Completed and signed certification from bidder(s), attesting that the bidder will award no sub-agreements, including the procurement of equipment, materials, supplies and services in the performance of this contract.

OR

- 2) "Certificate of publication, or adequate evidence of proof of publication, including an actual copy of the newspaper advertisement from the "key" newspaper utilized by each bidder based upon the projects locality.

Dates of bidder advertisement: April 25, 2020

Date of bid opening: June 10, 2020

- 3) List of all disadvantaged business enterprises (DBE) and non-DBE's that submitted proposals to the bidder. Specify as DBE*, along with the type of DBE, or non-DBE* with the following information:

Name of Company:
 Name of Owners:
 Address of Company:
 E-mail Address of Company:
 Telephone Number:
 Date of Proposal:
 * Business Type of DBE:
 Description of work to be performed

(Furnish data for additional subcontractors on plain bond paper).

- 4) List of disadvantaged businesses that submitted proposals to the bidder but will not be utilized. Justification for non-utilization must be provided.

(If necessary, furnish data on plain bond paper.)

- 5) Certification from the Bidder that Form 6100-2 (DBE Subcontractor participation Form) has been provided to DBE subcontractors being utilized.
- 6) Completed and signed copies of Forms 6100-3 (DBE Subcontractor Performance Form) and Form 6100-4 (DBE Subcontractor Utilization Form).
- 7) Completed and signed certification from bidder(s) attesting that the bidder has no dominating or conflict of interest with the disadvantaged business to be utilized.
- 8) In instances where the bidder(s) does not receive any proposals from disadvantaged businesses prior to bid opening, the bidder(s) must provide a written certification attesting that no proposals were received.

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WILLIAMS BROTHERS CONSTRUCTION INC.

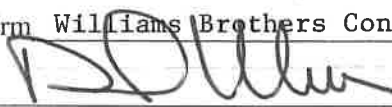
Attachment: Williams Brothers Proposal - Pekin CSO 6-10-20 (2208 : Resolution No.120-20/21 to Reject All Bids for the Phase III CSO Sewer

**Bidder Certification Regarding the
Use of Disadvantaged Businesses**

I, David M. Williams, do hereby certify that:
Name

1. I am President of the Williams Brothers Construction Inc. and have authority to execute this certification on behalf of the firm;
2. This firm, its partners or directors and officers does not possess a controlling interest in ownership or conflict of interest or any other authority to control the disadvantaged business to be used during the performance of the contracts.
3. Form 6100-2 (DBE Subcontractor Participation Form) has been provided to all disadvantaged subcontractors being utilized.

Name of Firm Williams Brothers Construction Inc.

Signature 
David M. Williams

Title President

Date June 10, 2020

Corporate Seal (where appropriate)

000675-8

0180746.00

WILLIAMS BROTHERS CONSTRUCTION INC.

**Bidder Certification for Advertisement Regarding Subcontracting Opportunities for
Disadvantaged Businesses**

I, David M. Williams, do hereby certify that:
(Name)

1. I am President of the Williams Brothers Construction Inc. and have authority to
Name Firm
execute this certification on behalf of the firm;

2. This firm did not receive any proposals from disadvantaged businesses, prior to bid opening
June 10, 2020
Date of Bid Opening

Name of Firm Williams Brothers Construction Inc.

Signature 
David M. Williams

Title President

Date June 10, 2020

Corporate Seal (where appropriate)



OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Williams Brothers Construction Inc.		Project Name CSO Long Term Control Plan, Pekin, IL	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address jackie@wbci.us	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	☒ YES	☒ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?
	NO PROPOSALS RECEIVED		

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
 Approved: 8/ 13/ 2013
 Approval Expires: 8/ 31/ 2015

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David M. Williams
Title	Date
President	June 10, 2020

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name N/A		Project Name CSO Long Term Control Plan, Pekin, IL	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name Williams Brothers Construction Inc.		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor
	NO PROPOSALS RECEIVED	

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

Blank lined paper.

Subcontractor Signature	Print Name
N/A	N/A
Title	Date
N/A	N/A

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name N/A		Project Name CSO Long Term Control Plan, Pekin, IL	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name Williams Brothers Construction Inc.		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	NO PROPOSALS RECEIVED	

DBE Certified By: ☐ DOT ☐ SBA ☐ Other: _____	Meets/ exceeds EPA certification standards? ☐ YES ☐ NO ☐ Unknown
---	---

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

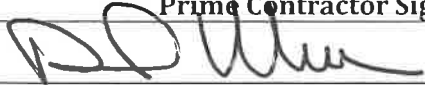
² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030
 Approved: 8/13/2013
 Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	David M. Williams
Title	Date
President	June 10, 2020

Subcontractor Signature	Print Name
N/A	N/A
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

IEPA Disadvantaged Business Enterprise (DBE) Program Form #1
Contractor Certification Form

(To be completed by all Prime Contractors)

Please check the appropriate boxes that apply and complete the information on the bottom of the form.

- ☐ This firm will award no subcontracts (including in the procurement of equipment, supplies, or services), in the performance of this contract.
- ☒ This firm advertised for DBE subcontractors according to the good faith efforts outlined in the IEPA DBE Guidance Document.
- ☐ This firm received proposals from DBE(s) that will not be utilized. A list of the DBEs not hired, along with their address, phone number, and reason(s) for non-utilization, is below.

☒ This firm did not receive any inquiries from DBEs.

I certify that the above is true. I further certify that this firm and its partners, directors, and officers do not possess a controlling interest in ownership or conflict of interest or any other authority to control the DBE to be used during the performance of the contracts.

By: 

NAME: David M. Williams

TITLE: President

Company: Williams Brothers Construction I

Date: 06 / 10 / 2020

IEPA Disadvantaged Business Enterprise (DBE) Program Form #4, Bidders List
 (Only complete this form if subcontractors or sub-consultants will be working on a project)

Using this form/format is optional. Other formats are acceptable.

Company Name & Contact Person	Address	Phone No. w/ area code	Email	Proposed Work (supplies, paint, paint etc.)	DBE Status (MBE, WBE, DBE, SBE)
NO PROPOSALS RECEIVED					
					Check if Hired ☐
					Check if Hired ☐
					Check if Hired ☐
					Check if Hired ☐

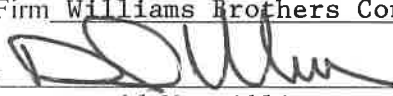
n:\bow\grants\ifas document room\dba guidance 2017_draft.docx

**Bidder Certification Regarding the Use of
American Iron and Steel Products**

David M. Williams, do hereby certify that:
Name

1. I am President (title) of the Williams Brothers Construction Inc. (company, partnership, etc.) and have authority to execute this certification on behalf of the firm.
2. This firm is aware that all iron and steel products used for this project must be produced in the United States per Section 436 (a) – (f) of the Consolidated Appropriations Act, 2014.
3. This firm is aware that the use of American iron and steel products applies to all projects for the construction, alteration, maintenance, or repair of publically owned treatment works (POTW) or public water systems.
4. This firm understands the term “iron and steel products” refers to the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
5. I am aware that this requirement applies to all portions of the project that are subcontracted.

Name of Firm Williams Brothers Construction Inc.

Signature 

Title David M. Williams
President

Date June 10, 2020

Corporate Seal (where appropriate)

Attachment: Williams Brothers Proposal - Pekin CSO 6-10-20 (2208 : Resolution No.120-20/21 to Reject All Bids for the Phase III CSO Sewer

Use of American Iron and Steel

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term 'iron and steel products' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the 'Administrator') finds that--

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



ASCE American Society
of Civil Engineers

**National Society of
Professional Engineers**
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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

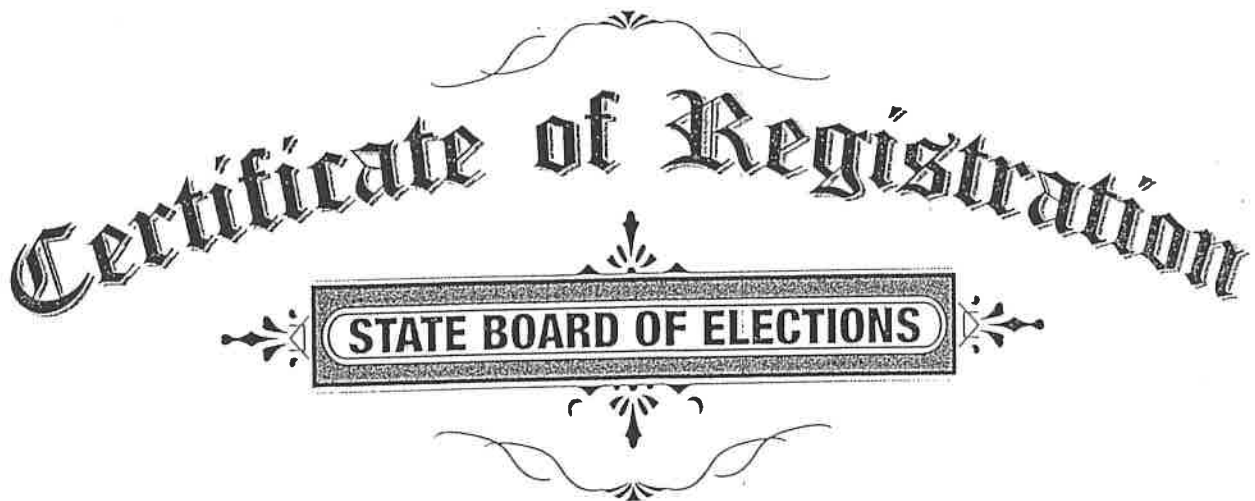
Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in

EJCDC C-700 Standard General Conditions of the Construction Contract
Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.



Registration No. 10015

Williams Brothers Construction Inc.

P.O. Box 1366

Peoria IL 61654

Information for this business last updated on:

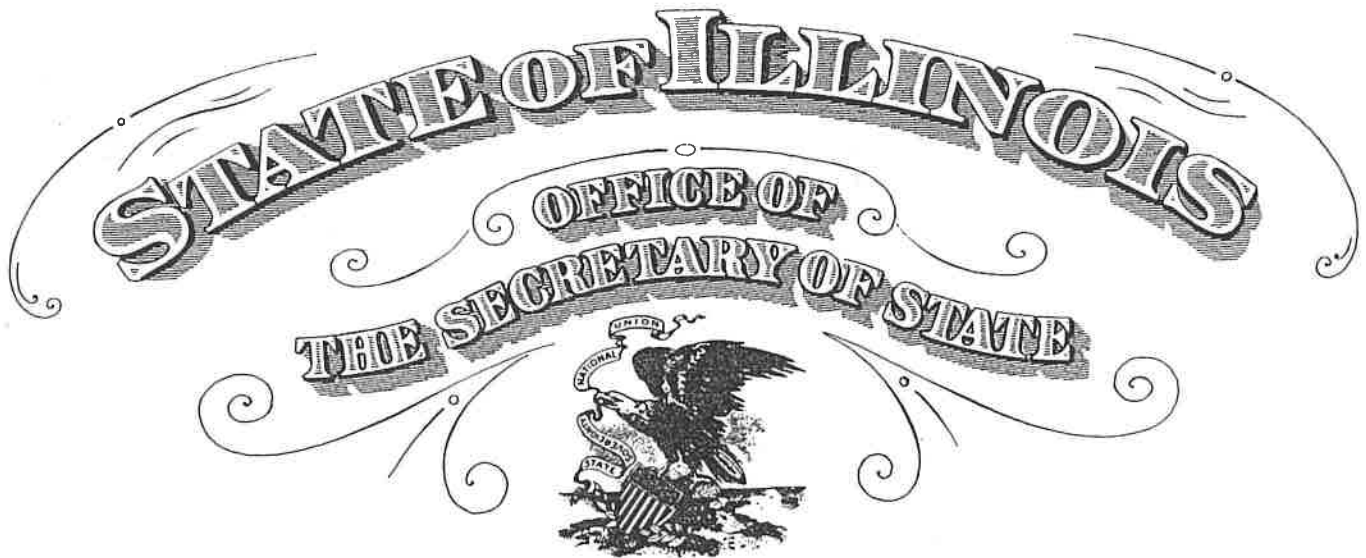
Wednesday, December 6, 2017

Certificate produced on Wednesday, December 06, 2017 at 2:58 PM



File Number

5028-533-2



To all to whom these Presents Shall Come, Greeting:

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

WILLIAMS BROTHERS CONSTRUCTION INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON AUGUST 01, 1973, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 30TH
day of MARCH A.D. 2020 .

Jesse White

SECRETARY OF STATE

Authentication #: 2009002330 verifiable until 03/30/2021

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

Attachment: Williams Brothers Proposal - Pekin CSO 6-10-20 (2208 : Resolution No.120-20/21 to Reject All Bids for the Phase III CSO Sewer



Certificate of Registration

TERRE HAUTE OPERATING ENGINEERS

TERRE HAUTE, INDIANA

for the trade classifications of HEAVY DUTY MECHANIC, PLANT EQUIPMENT OPERATOR, UNIVERSAL EQUIPMENT OPERATOR, AND GRADE & MAINTENANCE EQUIPMENT OPERATOR
Issued in recognition of the above apprenticeship system, registered as part of the National

Apprenticeship Program, in accordance with the standards recommended by the

FEDERAL COMMITTEE ON APPRENTICESHIP

Date October 3, 1961

Registry No. V-13-90114

W. Wilson City
Secretary of Labor

Richard C. Murphy
Assistant Secretary of Labor, Bureau of Apprenticeship and Training

United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Mid-Central Illinois Regional Council of Carpenters, Joint
Apprenticeship & Training Committee

Pekin, Illinois

For The Trades of Carpenter, Millwright, Floor Layer, Cabinetmaker & Carpenter Piledriver

Registered as part of the National Apprenticeship Program

in accordance with the basic standards of apprenticeship

established by the Secretary of Labor

February 14, 1946

Date Revised: December 18, 2007

IL006460002



Loi. Chao

Secretary of Labor

Anthony Suerge

The United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

CHICAGO & NORTHEAST ILLINOIS DISTRICT COUNCIL OF CARPENTERS
ELK GROVE VILLAGE, ILLINOIS

FOR THE TRADES OF: CARPENTER - LATHER

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

AUGUST 30, 1965

REVISED: MARCH 16, 1989

017-0557
Registration No.

Ann McLaughlin

Secretary of Labor

James D. Van Eiden

Director, Bureau of Apprenticeship and Training

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Illinois Laborers & Contractors JATP

Mt. Sterling, Illinois

For the Trade – Construction Craft Laborer

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

February 3, 1997

Date Revised February 11, 2009

IL001-970001

Registration No.



Scott Chao
Secretary of Labor

Anthony Swope
Administrator, Office of Apprenticeship

The United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

ILLINOIS LABORERS' AND CONTRACTOR'S TRAINING TRUST FUND
MOUNT STERLING, ILLINOIS

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

FEBRUARY 3, 1997
Date

II.001 - 0012
Registration No.

Robert B. Bell
Secretary of Labor

Anthony Swager
Director, Bureau of Apprenticeship and Training

United States Department of Labor



Bureau of Apprenticeship and Training Certificate of Registration

Champaign/Urbana Plasterers & Cement Masons Local 143, Illinois

For the Trades of Cement Mason and Plasterer

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

December 1, 1999

Date

1L006-0007 Revision

Registration No

Alfred M. Allen

Secretary of Labor

Anthony Swartz
Director, Bureau of Apprenticeship and Training

United States Department of Labor



Bureau of Apprenticeship and Training

Certificate of Registration

Bricklayers Local #8 of Illinois, Champaign Chapter J.A.T.C.
Champaign, Illinois

For the trades of Bricklayer, Tuckpointer and Tile Setter
*Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor*

March 23, 1998

Date Revision

ILO06-0001

Registration No.

Glenn M. Allen

Secretary of Labor

Anthony Swager

Director, Bureau of Apprenticeship and Training

The United States Department of Labor

Bureau of Apprenticeship and Training Certificate of Registration

CHAMPAIGN-URBANA IRONWORKERS LOCAL #380 JOINT APPRENTICESHIP COMMITTEE
CHAMPAIGN, ILLINOIS

FOR THE TRADE OF: STRUCTURAL STEEL WORKER (IRONWORKER)

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

REGISTERED: SEPTEMBER 26, 1968
REVISED: JULY 24, 1989

Date

006-0004

Registration No.

Elizabeth Dale
Secretary of Labor

James D. Van Eick
Director, Bureau of Apprenticeship and Training

United States Department of Labor

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

Certificate of Registration

Operating Engineers Local #150

Plainfield, Illinois

For the Trade of Operating Engineer

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

November 5, 2002

Date

IL 008780173

Registration No.



Loi. Chao

Secretary of Labor

Anthony Swager

Administrator, Apprenticeship Training, Employer and Labor Services

BID BOND

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

BIDDER (Name and Address):

Williams Brothers Construction Inc.
P.O. Box 1366
Peoria, IL 61654

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

Zurich American Insurance Company AND
Fidelity and Deposit Company of Maryland
1299 Zurich Way, Schaumburg, IL 60196-1056

OWNER (Name and Address):

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

BID

Bid Due Date: June 10, 2020

Description (Project Name and Include Location): Combined Sewer Overflow (CSO) Long Term Control Plan
Improvements Phase 3 and 4 Package B

BOND

Bond Number: 0440193

Date (Not earlier than Bid due date): June 10, 2020

Penal sum Five Percent of the Maximum Bid Amount

(Words)

\$ (5% of the Maximum Bid Amount)

(Figures)

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

BIDDER

Williams Brothers Construction Inc. (Seal)

Bidder's Name and Corporate Seal

By:

Signature

David M. Williams

Print Name

President

Title

Attest:

Signature

Jacqueline Smith, Secretary

Title

SURETY

Zurich American Insurance Company AND
Fidelity and Deposit Company of Maryland (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Keith Corder

Print Name

Attorney-In-Fact

Title

Attest:

Signature

Robin L. Young, Surety Account Manager

Title

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

EJCDC C-430 Bid Bond (Penal Sum Form)

Prepared by the Engineers Joint Contract Documents Committee.

Page 1 of 3

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

12. IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

County of Marion

On this 10th day of June, 2020, before the subscriber, a Notary Public of the State of Indiana, in and for the County of Marion, duly commissioned and qualified, came Keith Corder, Attorney-In-Fact of the Zurich American Insurance Company AND Fidelity and Deposit Company of Maryland, to me personally known to be the individual described in, and who executed the preceding and foregoing instrument, and acknowledged the execution of the same, and being by me duly sworn, deposed and says that he/she is the said Attorney-In-Fact for the Companies aforesaid, and that the seals affixed to the foregoing instrument are the corporate seals of said Companies and that said corporate seals and his/her signature were duly affixed and subscribed to the said instrument by the authority and direction of the said Companies.

In Witness Whereof, I have hereunto set my hand affixed my official seal this day and year first above written.


Robin L. Young Notary Public

ROBIN L. YOUNG,
Notary Public, State of Indiana
SEAL
Commission Number 0645033
My Commission Expires June 10, 2021

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

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

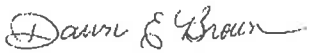
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 30th day of September, A.D. 2019.



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


By: *Robert D. Murray*
Vice President


By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 30th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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




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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 10th day of June, 2020.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclains@zurichna.com
800-626-4577



Official Certificate of Publication as Required by State Law and IPA By-Laws

Certificate of the Publisher

Ganett certifies that it is the publisher of the Peoria Journal Star. Peoria Journal Star a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City Peoria, County of Peoria, Township of Peoria, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time in the Peoria Journal Star, namely one time per week for 1 consecutive week. The first publication of the notice was made in the newspaper, dated and published on April 25th, 2020 and the last publication of the notice was made in the newspaper dated and published on April 25th, 2020. The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, the Peoria Journal Star has signed this certificate by Ganett, its publisher, at Peoria, Illinois, on April 25th, 2020.

Williams Brothers Construction
Ad # 4701788

By:

Ashley Anderson
Legal Notice Representative
Ganett
Publisher

(Note: Unless otherwise ordered, notarization of this document is **not** required.)

Legal Notice**Legal Notice****NOTICE TO
DISADVANTAGED
BUSINESSES**

Williams Brothers Construction Inc., P.O. Box 1366, Peoria, IL 61654, (309) 688-0416, is seeking disadvantaged businesses capable of performing work for the COMBINED SEWER OVERFLOW (CSO) LONG TERM CONTROL PLAN IMPROVEMENTS, PHASE 3 AND 4, PACKAGE B, CITY OF PEKIN, ILLINOIS in the following areas:

Concrete Work, Rebar Fabrication / Erection, Steel Fabrication / Erection, Painting, Electrical, Mechanical, Utilities, Excavation, Asphalt Paving, Concrete Paving, Fencing, Landscaping, Etc.

All Interested Disadvantaged Business Enterprises should contact, **IN WRITING, (Certified letter, return receipt requested), David M. Williams**, to discuss the sub-contracting opportunities. All negotiations must be completed prior to the bid opening date of June 3, 2020 at 2:00 p.m. CST. A true and correct copy of **your current certification** as a disadvantaged business enterprise must accompany any written proposal or quotation that you furnish. Award of a subcontract will be based on consideration of the following criteria: (a) responsiveness of the proposal or quotation; (b) work history demonstrating capability to perform the work; (c) price; (d) responsibility of bidder in terms of integrity, reliability and capacity to perform such as would assure good faith, timely and safe performance and completion of the work and adherence to applicable state and federal laws and regulations. Consideration will also be given to a bidder's prequalification status, if any, with Illinois governmental bodies.



**WILLIAMS
BROTHERS
CONSTRUCTION INC.**



June 10, 2020

City of Pekin
111 South Capital Street
Pekin, IL 61554

RE: Evidence of Authority
CSO Long Term Control Plan Improvements
Phase 3 and 4 Package B

To Whom It May Concern:

I, Joseph Williams, certify that I am the Vice President of Williams Brothers Construction Inc., incorporated in the State of Delaware, named as contractor hereinabove; that David Williams, who signed the foregoing Agreement on behalf of the Contractor was then President of said Corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

Sincerely,

WILLIAMS BROTHERS CONSTRUCTION INC.

By

Joseph Williams, Vice President

Attest:

Jacqueline Smith, Corp. Secretary

Attachment: Williams Brothers Proposal - Pekin CSO 6-10-20 (2208 : Resolution No.120-20/21 to Reject All Bids for the Phase III CSO Sewer



**WILLIAMS
BROTHERS**
CONSTRUCTION INC.

June 10, 2020

City of Pekin
City Hall
111 South Capitol Street
Pekin, IL 61554

RE: CSO Long Term Control
Plan Improvements
Phase 3 and 4 Package B

To Whom it May Concern:

Williams Brothers Construction acknowledges that the Illinois Compiled Statutes, 1992, Act 570 Employment of Illinois Workers on Public Works Act and of Illinois Public Act 93-0642, which amends the Illinois Procurement Code shall apply to the City of Pekin CSO Long Term Control Plan Improvements Phase 3 and 4 Package B. We acknowledge that we will self-perform a minimum of 25% of all labor manhours on this project and also agree to comply with the Equipment Manufacturer Program Certification.

Sincerely,

WILLIAMS BROTHERS CONSTRUCTION INC.

By

David Williams, President

Attachment: Williams Brothers Proposal - Pekin CSO 6-10-20 (2208 : Resolution No.120-20/21 to Reject All Bids for the Phase III CSO Sewer

BASE BID PHASE 3A Section 1:			Bidder #1		Engineer's Estimate	
			Williams Brothers Construction Inc.			
			PO Box 1366			
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
18" D.I.P. Sewer	LF	90	\$ 500.00	\$ 45,000.00		
120" Steel Casing installation method as shown in Phase 3A Railroad Crossing Plans: “Plans for Proposed Front Street Grade Crossing” and specifications	LF	219	\$ 4,000.00	\$ 876,000.00		
Fayette Street Junction Structure, Complete (32)	LS	1	\$ 808,998.00	\$ 808,998.00		
Fayette Street Overflow Structure, Complete (35)	LS	1	\$ 950,000.00	\$ 950,000.00		
Fayette Street Conflict Structure, Complete (39)	LS	1	\$ 750,000.00	\$ 750,000.00		
Demolition of Existing Fayette St. Overflow Structure and 15"and 60" Sewer connections (36)	LS	1	\$ 200,000.00	\$ 200,000.00		
Outfall Siphon under the 72" Sewer, Complete (37)	LS	1	\$ 300,000.00	\$ 300,000.00		
Fayette Street Headwall and check valve, Complete (38)	LS	1	\$ 300,000.00	\$ 300,000.00		
Pavement Removal	LF	842	\$ 310.00	\$ 261,020.00		
Pavement Removal	LF	20	\$ 515.00	\$ 10,300.00		
Seeding, fertilizing and Mulching	LS	1	\$ 20,000.00	\$ 20,000.00		
Clearing and Grubbing	LS	1	\$ 10,000.00	\$ 10,000.00		
Misc. incidental demolition and clearing	LS	1	\$ 100,000.00	\$ 100,000.00		
RR liability insurance 3A	LS	1	\$ 11,000.00	\$ 11,000.00		
Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00		
Trench Dewatering complete	LS	1	\$ 20,000.00	\$ 20,000.00		
Fiber Optic Cable and Conduit	LF	1012	\$ 18.00	\$ 18,216.00		
Warning Tape	LF	962	\$ 2.50	\$ 2,405.00		
Electrical and Controls Complete	LS	1	\$ 100,000.00	\$ 100,000.00		
CA-7 Aggregate Allowance for Field over-excavation needs	CY	200	\$ 40.00	\$ 8,000.00		
Total Base Bid Phase 3A Section 1:				\$ 4,800,939.00		\$2,239,367
BASE BID PHASE 3A Section 2:						
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price		
MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00		
CONSTRUCTION LAYOUT	LS	1	\$ 7,500.00	\$ 7,500.00		

\$2,239,367

Attachment: Phase III CSO Bid Tab (2208 : Resolution No.120-20/21 to Reject All Bids for the Phase III CSO Sewer Project)

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	LS	1	\$ 10,000.00	\$ 10,000.00
TREE PRUNING	EA	10	\$ 2,000.00	\$ 20,000.00
FENCE AND GATE REMOVAL AND REINSTALLATION	LS	1	\$ 8,200.00	\$ 8,200.00
TEMPORARY CHAIN LINK FENCE	FT	160	\$ 20.00	\$ 3,200.00
RAILROAD TIES TO BE REMOVED	FT	6970	\$ 2.50	\$ 17,425.00
RAILROAD CROSSING REMOVAL	FT	90	\$ 430.00	\$ 38,700.00
BORROW EXCAVATION	CY	110	\$ 50.00	\$ 5,500.00
AGGREGATE SURFACE COURSE, CA-6	TON	180	\$ 35.00	\$ 6,300.00
BALLAST	TON	2500	\$ 35.00	\$ 87,500.00
RAILROAD TIES	EA	820	\$ 75.00	\$ 61,500.00
TRACK WORK	FT	6090	\$ 59.00	\$ 359,310.00
CROSSING PANELS, TANGENT	FT	120	\$ 614.00	\$ 73,680.00
CROSSING PANELS, ARC	FT	112.5	\$ 614.00	\$ 69,075.00
SANITARY MANHOLES TO BE ADJUSTED	EA	1	\$ 2,000.00	\$ 2,000.00
CULVERT, RCP, CLASS, IV, 12"	FT	50	\$ 100.00	\$ 5,000.00
SIGN PANEL - TYPE 1	SF	18	\$ 100.00	\$ 1,800.00
WOOD SIGN SUPPORT	FT	12	\$ 100.00	\$ 1,200.00
RAILROAD PROTECTIVE LIABILITY INSURANCE	LS	1	\$ 4,500.00	\$ 4,500.00
ALLOWANCE: RAILROAD FLAGGER	DAY	30	\$ 900.00	\$ 27,000.00
ELECTRIC SLIDE GATE OPERATOR	LS	1	\$ 55,000.00	\$ 55,000.00
Total Base Bid Phase 3A Section 2:				\$ 879,390.00
ALTERNATE 3A-1:				
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
96" Interceptor - C301 Pipe and fittings	LF	664	\$ 2,600.00	\$ 1,726,400.00
72" Interceptor - C301 Pipe and fittings	LF	24	\$ 3,200.00	\$ 76,800.00
C301 Tee Manhole on 96" CSO Sewer	EA	2	\$ 104,000.00	\$ 208,000.00
Total Alternate 3A-1:				\$ 2,011,200.00
ALTERNATE 3A-2:				
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price

\$767,000

\$985,149

Attachment: Phase III CSO Bid Tab (2208 : Resolution No.120-20/21 to Reject All Bids for the Phase III CSO Sewer Project)

96" Interceptor - Hobas Pipe and fittings	LF	664	\$ 2,040.00	\$ 1,354,560.00	
72" Interceptor - Hobas Pipe and fittings	LF	24	\$ 1,180.00	\$ 28,320.00	
Hobas Tee Manhole on 96" CSO Sewer	EA	2	\$ 53,000.00	\$ 106,000.00	
Total Alternate 3A-2:				\$ 1,488,880.00	\$773,515
ALTERNATE 3A-3:					
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
60" Interceptor - C301 Pipe and fittings	LF	184	\$ 2,700.00	\$ 496,800.00	
Total Alternate 3A-3:				\$ 496,800.00	\$134,778
ALTERNATE 3A-4:					
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
60" Interceptor - Hobas Pipe and fittings	LF	184	\$ 1,480.00	\$ 272,320.00	
Total Alternate 3A-4:				\$ 272,320.00	\$103,598
ALTERNATE 3A-5:					
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
60" Interceptor - D.I.P. and fittings	LF	184	\$ 2,000.00	\$ 368,000.00	
Total Alternate 3A-5:				\$ 368,000.00	\$198,143
BASE BID PHASE 3B:					
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
18" DI Sewer	LF	88	\$ 607.00	\$ 53,416.00	
36" RCP Storm Sewer Pipe	LF	125	\$ 233.00	\$ 29,125.00	
18" RCP Storm Sewer Pipe	LF	21	\$ 128.00	\$ 2,688.00	
12" RCP Storm Sewer Pipe	LF	44	\$ 145.00	\$ 6,380.00	
32" Steel Casing installed by Bore & Jack	LF	37	\$ 4,300.00	\$ 159,100.00	
68" Steel Casing installed by Bore & Jack	LF	78	\$ 12,000.00	\$ 936,000.00	
Sheet Pile Shoring STA 12+00 to STA 17+66	LF	566	\$ 2,200.00	\$ 1,245,200.00	
Sheet Pile Shoring STA 21+41 to STA 23+33	LF	192	\$ 2,200.00	\$ 422,400.00	
6" Service Reconnection, Complete (40C8A)	LS	1	\$ 14,100.00	\$ 14,100.00	
Existing 18" Sewer - Cap, Plug, and Abandon in place (40C4)	LS	1	\$ 10,725.00	\$ 10,725.00	

Storm Sewer MH Modifications and Storm Sewer Abandonment (40C8A)	LS	1	\$ 10,570.00	\$ 10,570.00
Storm Sewer MH (40C8A)	EA	1	\$ 11,683.00	\$ 11,683.00
Storm Sewer MH and Curb Inlet (40C8A)	EA	1	\$ 3,731.00	\$ 3,731.00
Storm Sewer Curb Inlet (40C8A)	EA	1	\$ 7,896.00	\$ 7,896.00
30" SA Conflict Structure, Complete (41)	LS	1	\$ 600,000.00	\$ 600,000.00
Court Street Overflow Structure, Complete (44)	LS	1	\$ 200,000.00	\$ 200,000.00
Court Street Sewer Diversion Structure, Complete (43)	LS	1	\$ 600,000.00	\$ 600,000.00
Existing Court Street Overflow Structure Modifications, Complete (45)	LS	1	\$ 200,000.00	\$ 200,000.00
Court Street Outfall Improvements, Complete (46)	LS	1	\$ 50,000.00	\$ 50,000.00
Caroline Street Overflow Structure, Complete (48)	LS	1	\$ 500,000.00	\$ 500,000.00
Existing Caroline Street Overflow Improvements, Complete (49)	LS	1	\$ 40,000.00	\$ 40,000.00
Type B Pavement Removal & Replacement with Trench Backfill	LF	219	\$ 280.00	\$ 61,320.00
Type C Pavement Removal & Replacement with Trench Backfill	LF	20	\$ 190.00	\$ 3,800.00
Type D Pavement Removal & Replacement with Trench Backfill	LF	743	\$ 190.00	\$ 141,170.00
Asphalt Pavement Removal & Replacement with Trench Backfill	LF	223	\$ 330.00	\$ 73,590.00
Concrete Pavement Removal & Replacement with Trench Backfill	LF	50	\$ 470.00	\$ 23,500.00
Type E Pavement Removal and Replacement with Trench Backfill	LF	112	\$ 180.00	\$ 20,160.00
Seeding, fertilizing and Mulching	LS	1	\$ 108,000.00	\$ 108,000.00
Clearing and Grubbing	LS	1	\$ 40,000.00	\$ 40,000.00
Misc. incidental demolition, relocation, and clearing	LS	1	\$ 40,000.00	\$ 40,000.00
Railroad liability insurance Phase 3B	LS	1	\$ 11,000.00	\$ 11,000.00
Railroad Track Monitoring Per Appendix A STA 10+00 to STA 27+00	LF	1700	\$ 30.00	\$ 51,000.00
Traffic Control	LS	1	\$ 20,000.00	\$ 20,000.00
Trench Dewatering complete	LS	1	\$ 40,000.00	\$ 40,000.00
Fiber Optic Cable and Conduit	LF	3362	\$ 21.00	\$ 70,602.00
Warning Tape	LF	3370	\$ 2.50	\$ 8,425.00
Electrical and Controls Complete	LS	1	\$ 50,000.00	\$ 50,000.00
Tree and Shrub Removal	LS	1	\$ 40,000.00	\$ 40,000.00

CA-7 Aggregate Trench Backfill to the Top of the Pipe STA 11+50 to 29+50	LF	1800	\$ 55.00	\$ 99,000.00	
CA-7 Aggregate Allowance for Field over-excavation needs	CY	200	\$ 40.00	\$ 8,000.00	
Total Base Bid Phase 3B:				\$ 6,012,581.00	\$2,347,145
ALTERNATE 3B-1:					
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
72" Interceptor - C301 Pipe and Fittings	LF	2011	\$ 1,550.00	\$ 3,117,050.00	
C301 Tee Manhole on 72" CSO Sewer	EA	4	\$ 90,000.00	\$ 360,000.00	
Total Alternate 3B-1:				\$ 3,477,050.00	\$1,801,217
ALTERNATE 3B-2:					
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
72" Interceptor - Hobas Pipe and Fittings	LF	2011	\$ 1,300.00	\$ 2,614,300.00	
Hobas Tee Manhole on 72" CSO Sewer	EA	4	\$ 40,000.00	\$ 160,000.00	
Total Alternate 3B-2:				\$ 2,774,300.00	\$2,000,768
ALTERNATE 3B-3:					
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
60" Interceptor - C301 Pipe and Fittings	LF	1076	\$ 1,400.00	\$ 1,506,400.00	
48" Interceptor - C301 Pipe and Fittings	LF	197	\$ 1,050.00	\$ 206,850.00	
C301 Tee Manhole on 60" CSO Sewer	EA	5	\$ 66,000.00	\$ 330,000.00	
Total Alternate 3B-3:				\$ 2,043,250.00	\$876,598
ALTERNATE 3B-4:					
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price	
60" Interceptor - Hobas Pipe and Fittings	LF	1076	\$ 1,200.00	\$ 1,291,200.00	
48" Interceptor - Hobas Pipe and Fittings	LF	197	\$ 900.00	\$ 177,300.00	
Hobas Tee Manhole on 60" CSO Sewer	EA	5	\$ 36,500.00	\$ 182,500.00	
Total Alternate 3B-4:				\$ 1,651,000.00	\$709,173

Attachment: Phase III CSO Bid Tab (2208 : Resolution No.120-20/21 to Reject All Bids for the Phase III CSO Sewer Project)

ALTERNATE 3B-5:				
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
60" Interceptor - Ductile Iron Pipe and Fittings	LF	1076	\$ 1,280.00	\$ 1,377,280.00
48" Interceptor - Ductile Iron Pipe and Fittings	LF	197	\$ 860.00	\$ 169,420.00
6" Precast Concrete Manhole	EA	5	\$ 22,400.00	\$ 112,000.00
Total Alternate 3B-5:				\$ 1,658,700.00
BASE BID PHASE 3C:				
Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
30" Force main - Ductile Iron and restrained fittings	LF	488	\$ 1,000.00	\$ 488,000.00
CSO Pump Station, Complete	LS	1	\$ 4,750,000.00	\$ 4,750,000.00
Existing Pump Station, Complete	LS	1	\$ 500,000.00	\$ 500,000.00
Plugging Sewer Interconnect at State and 2 nd (52)	LS	1	\$ 10,750.00	\$ 10,750.00
Type C Pavement Removal & Replacement with Trench Backfill	LF	94	\$ 241.00	\$ 22,654.00
Type E Pavement Removal & Replacement with Trench Backfill	LF	83	\$ 102.00	\$ 8,466.00
Tree & Shrub Removal	LS	1	\$ 40,000.00	\$ 40,000.00
Tree Replacement – 4 inch Diameter	EA	8	\$ 2,000.00	\$ 16,000.00
Tree Replacement – 2 inch Diameter	EA	8	\$ 1,000.00	\$ 8,000.00
Seeding, fertilizing and Mulching	LS	1	\$ 54,000.00	\$ 54,000.00
CA-7 Aggregate Allowance for Field over-excavation needs	CY	200	\$ 40.00	\$ 8,000.00
Fiber Optic Cable and Conduit	LF	500	\$ 18.00	\$ 9,000.00
Warning Tape	LF	488	\$ 2.50	\$ 1,220.00
RR liability insurance 3C	LS	1	\$ 11,000.00	\$ 11,000.00
Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00
Trench Dewatering complete	LS	1	\$ 40,000.00	\$ 40,000.00
Total Base Bid Phase 3C:				\$ 5,977,090.00

\$1,599,164

\$2,641,796

Attachment: Phase III CSO Bid Tab (2208 : Resolution No.120-20/21 to Reject All Bids for the Phase III CSO Sewer Project)



2709 McGraw Drive
Bloomington, Illinois 61704
p 309.663.8435 f 309.663.1571

www.f-w.com

June 11, 2020

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

Attn: Josie A. Esker, S.E, P.E. City Engineer

Re: City of Pekin, IL Combined Sewer Overflow (CS) Long Term Control Plan Improvements Phase 3
IEPA L-175402

Dear Josie:

Bids were received via email on June 10, 2020, at the Offices of the City of Pekin and the Engineer, Farnsworth Group, Inc. and publicly opened and read aloud via virtual Skype meeting beginning at 2 p.m.

A single bid was received, and a tabulation of the bid proposal pricing is attached.

With the exception of bid sub-category 3A Section 2 and select random civil line pay items, the entire remainder of the bid evidences severe and unreasonable price escalation.

A combination of construction complexity associated with the proximate railroad main line in Phase 3A; unknown and restrictive railroad permitting, shoring, monitoring and other construction requirements; a weak presentation of interest from the limited regional subcontractors to the bidding, specifically those specializing in large diameter piping installation; and fundamental lack of competition are the definitive contributors to the bid presented.

The total project bid price proposal at 198% above the prebid conservative high estimate, exceeds budget, the city defined loan authorizing ordinance, and the long term control plan budget allocations developed as early as 2010, and adapted over the course of five previous project sub-phases executed through 2015.

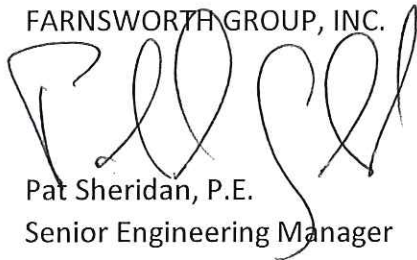
Attachment: CSO Phase III - Letter from Farnsworth (2208 : Resolution No.120-20/21 to Reject All Bids for the Phase III CSO Sewer Project)

The bid pricing as evidenced with this single non-competitive bid renders this project fiscally non-construct able in the current market environment.

We recommend the bid be rejected in its entirety.

Respectfully,

FARNSWORTH GROUP, INC.

A handwritten signature in black ink, appearing to read 'Pat Sheridan', is written over the printed name and title.

Pat Sheridan, P.E.

Senior Engineering Manager

at

Enclosures



REQUEST FOR COUNCIL ACTION

Agenda Date: June 15, 2020
To: Council Members
From: David Bess, CDBG Program Manager

AGENDA ITEM: Resolution No. 119-20/21 Authorizing Supplemental COVID-19 Small Business Assistance Grants

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: On April 13, 2020, the City of Pekin repurposed up to \$1,000,000 of its Community Development Block Grant (“CDBG”) allocations to provide grant assistance (the “COVID-19 Small Business Grant Program”) to small businesses within the city impacted by the COVID-19 pandemic. The City then undertook a grant application process for businesses to apply under two rounds of funding.

Under the grant announcement’s grantmaking specifications, self-employed individuals and businesses without W-2 employees were eligible for a maximum grant award of \$2,000. Based on this specification, businesses such as salons that do not have W-2 employees but rent space within their property to independent contractors were awarded consistent with self-employed individuals despite having significant costs associated with maintaining commercial property.

Additionally, city staff have identified that businesses providing services involving direct or close contact with customers have been exceptionally impacted by social distancing restrictions and it is anticipated that their industries will continue to experience a disproportionate reduction in demand due to continued concerns associated with COVID-19.

If the attached resolution is approved, businesses that meet the below criteria would be eligible to receive a grant award totaling \$5,000 instead of \$2,000 as previously awarded by the City Council provided that all appropriate documentation is submitted to the satisfaction of city staff administering the COVID-19 Small Business Grant Program:

1. The applicant business must have been approved for a grant award in the amount of \$2,000 by the City Council during either round one or round two of the City of Pekin’s COVID-19 Small Business Grant Program.
2. The applicant business must have a commercial location outside of the owner’s personal residence (self-employed applicants who are renters in a booth rental or similar rental arrangement do not qualify for an increased award).
3. The applicant business’ services must involve one or more of the following activities: Hair styling, massage therapy, spa services (including nail-work) and/or fitness training.

In addition to the above amendment, also included in this resolution is the reversal of a previous denial decision for the applicant business “Amanda Welsh Fitness.” This applicant business was erroneously denied based on the CDBG Program Manager’s finding that the business did not meet the COVID-19 Small Business Grant Program criteria in that the business did not have a service location within the Pekin city limits. Based on additional contact and a contractual agreement provided by the applicant business, it was later determined that the business does in fact operate out of Parkside Athletics (300 Rose Bud Drive) and would therefore be entitled, should this resolution be approved, to a grant award of \$2,000 (Exhibit C).

FINANCIAL IMPACT:

Amount:	\$69,000			
Line Item:	261-317-511500	261-318-511500	261-319-511500	261-320-511500
Budgeted Amount:	\$44,223	\$56,460	\$637,008	\$273,077
Remaining Funds:	\$44,223	\$56,460	\$159,008	\$273,077

IMPACT IF APPROVED: The City of Pekin funds additional grants to businesses meeting the above requirements.

IMPACT IF DENIED: The City of Pekin does not fund additional grants to businesses meeting the above requirements.

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

6/12/2020

Date:

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, on April 13, 2020, the City Council of the City of Pekin approved the use of up to \$1,000,000 of its Community Development Block Grant (“CDBG”) allocations from the US Department of Housing and Urban Development (“HUD”) for the propose of providing grant assistance to small businesses within the City of Pekin that have been negatively impacted by the COVID-19 pandemic (the “Small Business Grant Program”); and

WHEREAS, the City accepted applications for the Small Business Grant Program, during which time the City received applications from business applicants and resolved to award a \$2,000 grant to each business, a list of which is attached hereto as “Exhibit A”; and

WHEREAS, the City held a public hearing on April 27, 2020, with regard to the reallocation of CDBG funds to the Small Business Grant Program; and

WHEREAS, under the grant program’s initial specifications, self-employed individuals and businesses without any W-2 employees were eligible for a maximum grant award of \$2,000; and

WHEREAS, the City has since determined that the maximum grant award may be insufficient assistance for certain individuals or businesses, such as salons and fitness centers, that do not have employees but rent space within their property to independent contractors, resulting in significant costs in maintaining a commercial space large enough to accommodate both the grantee’s individual business and that of the independent contractors associated with such business; and

WHEREAS, the City has also determined that small businesses providing services requiring direct or close contact with customers have been disproportionately impacted by social distancing restrictions, which has resulted in a continuing decrease in demand for such services; and

WHEREAS, the City has discovered that Amanda Welsh Fitness, which applied for and otherwise meets the criteria for eligibility for a small business grant, was erroneously identified as being outside the corporate limits of the City during the application review process and was denied a small business grant on that basis.

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 City shall amend the previously established rules, requirements, and conditions of the Small Business Grant Program to allow in accordance with the attached Exhibit A, and grant additional awards of \$3,000 to those businesses listed on the attached Exhibit B that meet the amended criteria.

Section 3. The City’s previous denial of a grant to Amanda Welsh Fitness is reversed, and a grant shall be awarded to Amanda Welsh Fitness pursuant to its initial application and in accordance with the amended Small Business Grant Program criteria.

Section 4. Grant awards to eligible applicants shall be paid only after all documents required pursuant to the grant application or as may be required by HUD have been submitted by the applicant to the City, to the satisfaction of City staff responsible for administering the Small Business Grant Program.

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

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A: COVID-19 Small Business Assistant Grant Grantmaking Amendment

1. The applicant business must have been approved for a grant award in the amount of \$2,000 by the City Council during either round one or round two of the City of Pekin's COVID-19 Small Business Grant Program.
2. The applicant business must be responsible for maintaining a commercial location outside of the owner's personal residence (applicants who operate within a business, i.e. chair rental, do not qualify).
3. The applicant business' services must involve one or more of the following activities: Hair styling, massage therapy, spa services (including nail-work) and/or fitness training.

EXHIBIT B: COVID-19 Small Business Assistance Grant Applicants

Qualified Applicants	Amount of Increase
Acrylics and More	\$ 3,000.00
Bodywealth Massage	\$ 3,000.00
Dena's Nails and Spa	\$ 3,000.00
Designs by Diane	\$ 3,000.00
Family Massage Therapy	\$ 3,000.00
Flaunt by Jen	\$ 3,000.00
Glitter Nail Lounge	\$ 3,000.00
Harmony Massage	\$ 3,000.00
Herbal Springs Wellness Center	\$ 3,000.00
Holly's Personal Touch	\$ 3,000.00
Inspired Style Company	\$ 3,000.00
Jake's Place Barber Shop	\$ 3,000.00
Kat Sanara Salon	\$ 3,000.00
Knockout Fit	\$ 3,000.00
Lakurr Nail Bar	\$ 3,000.00
Michel's Barber Shop	\$ 3,000.00
Sadler's Hair Care Center	\$ 3,000.00
Sculptures Inc.	\$ 3,000.00
Stella Beauty Boutique	\$ 3,000.00
The Mop Shoppe	\$ 3,000.00
The Parlour, Inc.	\$ 3,000.00
Time For You	\$ 3,000.00
Yoga Happens Here	\$ 3,000.00
Total:	\$ 69,000.00



REQUEST FOR COUNCIL ACTION

Agenda Date: June 15, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 122-20/21 Lease of Police Vehicles through Enterprise Fleet Management

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: Enterprise Fleet Management is a full service fleet management company. From determining a cost-effective life cycle, to acquisition, maintenance, fuel, and resale, Enterprise works with local units of government improve cash flow and drive down the total cost to operate a fleet of vehicles. Enterprise partners with hundreds of local units of government across the country, including dozens in Illinois, to reduce costs and improve efficiency. A sampling of Enterprise Fleet Management customers in Illinois is included in the attachments. Enterprise has worked with these entities to develop and implement cost-effective fleet replacement programs that improved cash flow and lowered operational costs.

At its June 8, 2020 meeting, the City Council heard a presentation from a representative from Enterprise Fleet Management to undertake a vehicle replacement strategy with police vehicles that provides the City with upfront cash to lease new vehicles while also lowering fleet maintenance cost. Currently, the Police Department's fleet of vehicles is older resulting in higher operational costs, fewer safety features, and lower resale value. In the last three years, no police vehicles have been purchased.

After an analysis of the police department fleet, Enterprise is proposing to develop a sustainable fleet plan that will allow the city to get the fleet onto a healthy replacement cycle by 1) leveraging its collective buying power for lower cost vehicles and 2) maximizing equity in the City's existing fleet. This will allow the City to initially replace up to 10 police vehicles at a cost that is lower than what is budgeted for in the police vehicle maintenance line item.

Enterprise thus proposes the following strategy:

1. Sell and Replace the 10 most-dated vehicles. The city would gain approximately \$46,750 in value from the sale of these vehicles. It is proposed to lease new Dodge Durango's as the new police patrol vehicles for 3 years. The annual cost to lease these 10 new vehicles is \$117,207.
2. Replace the 1 investigations vehicle that was totaled in a car crash recently outside City Hall. The insurance proceeds provided to the city from the at-fault driver's insurance company totals \$19,000.
3. Sell to Enterprise the 18 newer (circa 2015-2017) patrol vehicles and receive approximately \$160,400 for their value. These vehicles will, in turn, be leased by Enterprise back to the City. The annual cost to lease these 18 used vehicles is \$64,793.
4. The city therefore has in total \$226,150 to utilize toward leasing vehicles for the police department. These funds can be used over the life of the 3 year lease terms to help lower the overall lease cost (see below chart).

	Replacement (11 vehicles) + Buy/Leaseback Cost (18 vehicles)	DEDUCT: City Equity	FINAL COST to City
Year 1	\$182,000	\$100,071	\$81,929
Year 2	\$172,974*	\$91,025	\$81,948
Year 3	\$117,207*	\$35,053	\$82,153
3 Year TOTAL	\$472,180	\$226,150	\$246,030

*Lease costs are lower each year because in Years 2 and 3, there are 18 vehicles from the purchase/leaseback scenario that are coming off of their respective lease terms. This assumes that these 18 vehicles would be replaced with a new vehicle (additional cost not reflected). Ultimately, if the City does not choose to replace any of the 18 purchase/leaseback vehicles, the cash outlay would be the same in Years 1 through 3.

Replacing vehicles with newer models will also increase fuel efficiency, safety and reduce maintenance expenses. The 2020 Dodge Durango Police vehicles, for example, have updated safety features to put officer safety first that include:

- Rear view back up camera
- Auto High Beam lighting
- Blind spot information system
- Pre-Collision Assist with automatic emergency braking
- Pedestrian Detection and forward collision warning.

Attached is a Fleet Synopsis provided by Enterprise that also includes references and news articles for additional information.

To proceed with Enterprise Fleet Management, the City would enter into an open-end lease and master agreement with no mileage restrictions, term restrictions, or wear and tear penalties. The open-ended lease allows local units of government to replace more vehicles with less cash and is a tool government entities use to “catch up” on a fleet replacement plan. The City has the same ownership rights as when purchasing vehicles and retains all equity gained in the vehicle at resale. Built up equity thus helps create a sustainable vehicle replacement plan for the future.

Staff recommends approval.

FINANCIAL IMPACT: Older police vehicles were scheduled to be replaced in the current budget. However due to budget restraints, that expense was eliminated in lieu of a higher automotive maintenance line item (100-761-534000). With new vehicles being leased, the need for automotive repair should greatly be reduced. Moreover the leased vehicles will be covered by a 3-year, 36,000 mile warranty for any repair that needs to take place. The automotive maintenance line item is therefore where the lease expense of \$81,929 can be paid from. This leaves additional funds in that line item to perform routine maintenance for oil, brake pad, and tire changes.

Requested Amount:	\$81,929
Line Item:	100-761-534000
Budgeted Amount:	\$130,000
Available Funds:	\$130,000

IMPACT IF APPROVED: The PD will have newer, safer and more reliable vehicles with less maintenance

IMPACT IF DENIED: The PD will not have newer, safer or more reliable vehicles with less maintenance

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

6/12/2020

Mark A. Rothert

Mark A. Rothert, City Manager

6/12/2020

Date:

WHEREAS, Enterprise Fleet Management is a full-service fleet management company that assists units of local government in improving cash flow and reducing overall costs of operating a fleet of vehicles; and

WHEREAS, At its June 8, 2020 meeting, the City Council heard a presentation from Enterprise Fleet Management with a proposed strategy for the purchase and lease-back of existing police vehicles that would provide the City with upfront cash to lease new vehicles while also lowering fleet maintenance cost; and

WHEREAS, the City has not purchased any new police vehicles in the last three years, which has resulted in an older fleet that has high operational costs, fewer and outdated safety features, and low resale value; and

WHEREAS, after an analysis of the police department fleet, Enterprise has proposed the following strategy for building a sustainable fleet plan:

1. Sell the 10 oldest and most outdated vehicles, with Enterprise administering such sale.
2. Lease 10 new 2020 Dodge Durango Pursuit vehicles, as specified on the Lease Rate Quote attached hereto as Exhibit A, from Enterprise to replace those vehicles that were sold.
3. Lease one new 2020 Chevrolet Silverado, as specified on the attached Exhibit A, from Enterprise to replace an investigations vehicle that was totaled in a recent collision.
4. Sell to Enterprise the remaining 18 vehicles in the City's police fleet, as specified on the Fleet Buyout Quote attached hereto as Exhibit B, and lease those same vehicles back from Enterprise, for a term of one to three years; and

WHEREAS, the proposal will provide the City with an infusion of cash from the sale of the existing fleet and allow the City to replace 10 existing police vehicles with new, 2020 model vehicles at a cost that is lower than what the City has budgeted for police vehicle maintenance; and

WHEREAS, replacing older fleet vehicles with newer models will also increase fuel efficiency, reduce maintenance expenses, and improve safety as the newer vehicles have updated safety technologies; and

WHEREAS, in order to effectuate this proposed strategy, the City will enter into a Master Equity Lease Agreement with Enterprise, in substantially the form attached hereto as Exhibit D; and

WHEREAS, the proposed strategy will allow the City to get the fleet onto a healthy replacement cycle by 1) in leveraging its collective buying power for lower cost vehicles and 2) maximizing equity in the City's existing fleet.

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

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

Section 2. The vehicle replacement strategy set forth herein and in the attached Exhibits is approved and adopted.

Section 3. The Mayor and/or the City Manager is hereby authorized to take all necessary steps and execute all necessary documents to effectuate the vehicle replacement strategy set forth herein, including, but not limited to, (i) the sale of existing fleet vehicles to Enterprise, consistent with Fleet Buyout Quote attached hereto as Exhibit B with such changes as the Mayor or City Manager deems necessary and appropriate; (ii) the execution of the Master Equity Lease Agreement in substantially the form attached hereto as Exhibit C, with such changes as the Mayor and/or City Manager, with the advice and counsel of the City Attorney, deems appropriate; and (iii) the sale of up to 10 cars from the City's fleet, with Enterprise acting as the City's agent for such purpose.

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

MAYOR

ATTEST:

CITY CLERK

FLEET
MANAGEMENT

Open-End (Equity) Lease Rate Quote

Quote No: 4664306

Prepared For: City of Pekin, Illinois

Date 06/10/2020
AE/AM CMC

Unit

Year 2020 Make Dodge Model Durango

Series Pursuit 4dr All-wheel Drive

Vehicle Order Type Ordered Term 36 State IL Customer# 558888

\$ 35,684.00	Capitalized Price of Vehicle ¹
\$ 1,642.95 *	License and Certain Other Charges State <u>IL</u>
\$ 251.00 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 300.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00 *	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive(Taxable Incentive Total : \$0.00)

\$ 35,984.00	Total Capitalized Amount (Delivered Price)
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\$ 791.65	Depreciation Reserve @ 2.2000%
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\$ 132.60	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
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\$ 924.25	Total Monthly Rental Excluding Additional Services
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Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit \$0.00

\$ 0.00	Physical Damage Management
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\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

\$ 0.00	Additional Services SubTotal
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\$ 0.00	Use Tax 0.0000%
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\$ 924.25	Total Monthly Rental Including Additional Services
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\$ 7,484.60	Reduced Book Value at 36 Months
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\$ 400.00	Service Charge Due at Lease Termination
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All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name	
Exterior Color	(0 P) DB Black Clearcoat
Interior Color	(0 I) Black w/Cloth Low-Back Bucket Seats
Lic. Plate Type	Unknown
GVWR	0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.00 Per Mile

Tires 0

Loaner Vehicle Not Included

State

Quote based on estimated annual mileage of 15,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE City of Pekin, Illinois

BY _____ TITLE _____ DATE _____

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Open-End (Equity) Lease Rate Quote

Quote No: 4664306

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Estimate provided by Pekin Police Department	C	\$ 5,350.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 5,350.00
Aftermarket Equipment Total		\$ 5,350.00

Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 100.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 300.00
Other Charges Total		\$ 300.00

Attachment: EXHIBIT A - 2020 Dodge Durango Pursuit AWD x10 (2212 : Resolution No. 122-20/21 Lease of Police Vehicles through Enterprise



Open-End (Equity) Lease Rate Quote

Quote No: 4664306

VEHICLE INFORMATION:

2020 Dodge Durango Pursuit 4dr All-wheel Drive - US

Series ID: WDEE75

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$ 34,591.00	\$ 34,870.00
Total Options	\$ 748.00	\$ 830.00
Destination Charge	\$ 1,495.00	\$ 1,495.00
Total Price	\$ 36,834.00	\$ 37,195.00

SELECTED COLOR:

Exterior: PXJ - (0 P) DB Black Clearcoat

Interior: X9 - (0 I) Black w/Cloth Low-Back Bucket Seats

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
2BZ	Quick Order Package 2BZ	NC	NC
ADL	Skid Plate Group	\$ 266.00	\$ 295.00
APA	Monotone Paint Application	STD	STD
AZ1	Durango Pursuit Vehicle	Included	Included
DFT	Transmission: 8-Speed Automatic (850RE)	STD	STD
DLK	3.45 Rear Axle Ratio	STD	STD
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	STD
H7	Cloth Low-Back Bucket Seats	STD	STD
LM1	Low Beam Daytime Running Headlamps	\$ 36.00	\$ 40.00
NAA	Federal Emissions	NC	NC
PXJ_03	(0 P) DB Black Clearcoat	NC	NC
TP5	Tires: P265/60R18 BSW On/Off Road	STD	STD
UAG	Radio: Uconnect 4 w/7" Display	STD	STD
WARANT	FCA 5 yr/100,000 Mile Powertrain Limited Warranty	NC	NC
WP1	Wheels: 18" x 8.0" Painted Aluminum	STD	STD
X9_01	(0 I) Black w/Cloth Low-Back Bucket Seats	NC	NC
XAN	Blind Spot & Cross Path Detection	\$ 446.00	\$ 495.00
XEE	Fuel Tank Skid Plate Shield	Included	Included
XEF	Transfer Case Skid Plate Shield	Included	Included
XEU	Front Suspension Skid Plate	Included	Included
XF3	Underbody Skid Plate	Included	Included
Z6K	GVWR: 6,500 lbs	STD	STD

Attachment: EXHIBIT A - 2020 Dodge Durango Pursuit AWD x10 (2212 : Resolution No. 122-20/21 Lease of Police Vehicles through Enterprise

CONFIGURED FEATURES:**Body Exterior Features:**

Number Of Doors: 4
 Rear Cargo Door Type: liftgate
 Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
 Spoiler: rear lip spoiler
 Skid Plates: skid plates
 Door Handles: body-coloured
 Front And Rear Bumpers: body-coloured front and rear bumpers with coloured rub strip
 Rear Step Bumper: rear step bumper
 Front License Plate Bracket: front license plate bracket
 Body Material: galvanized steel/aluminum body material
 Grille: black grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
 Air Filter: air filter
 Rear Air Conditioning: rear air conditioning with separate controls
 Console Ducts: console ducts
 Cruise Control: cruise control with steering wheel controls
 Fuel Remote Release: power fuel remote release
 Power Windows: power windows with driver and passenger 1-touch down
 1/4 Vent Rear Windows: power rearmost windows
 Remote Keyless Entry: keyfob (all doors) remote keyless entry
 Illuminated Entry: illuminated entry
 Integrated Key Remote: integrated key/remote
 Auto Locking: auto-locking doors
 Passive Entry: proximity key
 Valet Key: valet function
 Trunk FOB Controls: keyfob trunk/hatch/door release
 Window FOB Controls: remote window controls
 Steering Wheel: steering wheel with manual tilting, manual telescoping
 Day-Night Rearview Mirror: day-night rearview mirror
 Auto-dimming Rearview Mirror: auto-dimming rearview mirror
 Driver and Passenger Vanity Mirror: driver and passenger-side visor mirrors
 Emergency SOS: Roadside Assistance/9-1-1 Call emergency communication system
 Front Cupholder: front and rear cupholders
 Floor Console: full floor console with covered box
 Overhead Console: mini overhead console with storage
 Glove Box: illuminated locking glove box
 Driver Door Bin: driver and passenger door bins
 Rear Door Bins: rear door bins
 IP Storage: bin instrument-panel storage
 Driver Footrest: driver's footrest
 Retained Accessory Power: retained accessory power
 Power Accessory Outlet: 3 12V DC power outlets

Entertainment Features:

radio: AM/FM/Satellite-prep with seek-scan
 Voice Activated Radio: voice activated radio
 Steering Wheel Radio Controls: steering-wheel mounted audio controls
 Speakers: 6 speakers
 1st Row LCD: 2 1st row LCD monitor
 Wireless Connectivity: wireless phone connectivity
 Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
 Front Fog Lights: front fog lights
 Front Wipers: variable intermittent speed-sensitive wipers wipers
 Rear Window wiper: fixed interval rear window wiper
 Rear Window Defroster: rear window defroster
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade

Front Reading Lights: front and rear reading lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: digital/analog display
 Tachometer: tachometer
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: ParkSense with Stop rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Blind Spot Sensor: blind spot
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Oil Temp Gauge: oil temperature gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: systems monitor
 Check Control: redundant digital speedometer
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Bulb Failure Warning: bulb-failure warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning
 Turn Signal On Warning: turn-signal-on warning
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag
 Knee Airbag: knee airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Fuel Flap Locking Type: locking fuel flap included with power door locks
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: Sentry Key Immobilizer
 Panic Alarm: panic alarm
 Electronic Stability: electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints with tilt
 AntiWhiplashFrontHeadrests: anti-whiplash front head restraints
 Rear Headrest Control: 3 rear head restraints

Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity: max. seating capacity of 5
 Front Bucket Seats: front bucket seats
 Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
 Reclining Driver Seat: power reclining driver and manual reclining passenger seats
 Driver Lumbar: power 4-way driver and passenger lumbar support
 Driver Height Adjustment: power height-adjustable driver and passenger seats
 Driver Fore/Aft: power driver and passenger fore/aft adjustment
 Driver Cushion Tilt: power driver and passenger cushion tilt
 Fold Flat Passenger Seat: fold flat passenger seat
 Front Centre Armrest Storage: front centre armrest with storage
 Rear Seat Type: rear manual reclining 60-40 split-bench seat
 Rear Folding Position: rear seat fold-forward seatback
 Rear Seat Armrest: rear seat centre armrest
 Leather Upholstery: cloth front and rear seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full carpet floor covering
 Shift Knob Trim: urethane shift knob
 Leather Steering Wheel: leather steering wheel
 Floor Mats: carpet front and rear floor mats
 Interior Accents: chrome interior accents
 Cargo Space Trim: carpet cargo space
 Trunk Lid: plastic trunk lid/rear cargo door
 Cargo Tie Downs: cargo tie-downs
 Cargo Light: cargo light
 Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine: 293-hp, 3.6-liter V-6 (regular gas)

Standard Transmission:

Transmission: 8-speed automatic w/ OD and auto-manual

Customer name: City of Pekin, Illinois										Customer number: 558888									
Cust Unit #	EFM Quote #	Year	Make	Model	VIN	Current Mileage	Payoff Amount	Admin fee	Title Transfer Fee	Capitalized Price	EFM Term	Estimated Annual Mileage	Depreciation Reserve	Monthly Lease Charge	Total Payment Excluding Additional Services	Reduced Book Value @ Term	Service Charge	New Monthly Payment	
0	0	2016	Ford	Utility Police Interceptor	1FMSK8ARXGG48933	49,507	\$ 8,995.00	\$ 200.00	\$ 196.00	\$ 8,996.00	24	15,000	\$ 224.90	\$ 48.40	\$ 274.30	\$3,568.40	\$ 400.00	\$274.30	
0	0	2016	Ford	Utility Police Interceptor	1FMSK8AR10GA8934	49,087	\$ 8,996.00	\$ 200.00	\$ 196.00	\$ 8,996.00	24	15,000	\$ 224.90	\$ 48.40	\$ 274.30	\$3,568.40	\$ 400.00	\$274.30	
0	0	2016	Ford	Utility Police Interceptor	1FMSK8AR10GA8934	74,947	\$ 7,996.00	\$ 200.00	\$ 196.00	\$ 7,996.00	24	15,000	\$ 186.80	\$ 46.85	\$ 246.75	\$3,186.40	\$ 400.00	\$246.75	
0	0	2016	Ford	Utility Police Interceptor	1FMSK8ARXGG47771	35,320	\$ 9,395.00	\$ 200.00	\$ 195.00	\$ 9,396.00	24	15,000	\$ 234.80	\$ 50.42	\$ 285.32	\$3,758.40	\$ 400.00	\$285.32	
0	0	2018	Ford	Utility Police Interceptor	1FMSK8ARXGG47772	87,148	\$ 8,196.00	\$ 200.00	\$ 196.00	\$ 8,196.00	24	15,000	\$ 204.80	\$ 47.36	\$ 252.26	\$3,278.40	\$ 400.00	\$252.26	
0	0	2017	Ford	Utility Police Interceptor	1FMSK8AR4HG492771	64,549	\$ 9,996.00	\$ 200.00	\$ 196.00	\$ 9,996.00	24	15,000	\$ 249.80	\$ 51.95	\$ 301.85	\$3,998.40	\$ 400.00	\$301.85	
0	0	2017	Ford	Utility Police Interceptor	1FMSK8AR4HG49278	63,123	\$ 9,996.00	\$ 200.00	\$ 196.00	\$ 9,996.00	24	15,000	\$ 249.80	\$ 51.95	\$ 301.85	\$3,998.40	\$ 400.00	\$301.85	
0	0	2017	Ford	Utility Police Interceptor	1FMSK8AR4HG492768	75,711	\$ 9,596.00	\$ 200.00	\$ 196.00	\$ 9,596.00	24	15,000	\$ 239.80	\$ 50.93	\$ 290.83	\$3,898.40	\$ 400.00	\$290.83	
0	0	2017	Ford	Utility Police Interceptor	1FMSK8AR4HG492769	39,257	\$ 10,796.00	\$ 200.00	\$ 196.00	\$ 10,796.00	24	15,000	\$ 269.80	\$ 64.00	\$ 333.90	\$4,318.40	\$ 400.00	\$333.90	
0	0	2017	Ford	Utility Police Interceptor	1FMSK8AR2HG492770	45,439	\$ 10,596.00	\$ 200.00	\$ 196.00	\$ 10,596.00	24	15,000	\$ 264.80	\$ 63.46	\$ 318.39	\$4,238.40	\$ 400.00	\$318.39	
0	0	2017	Ford	Utility Police Interceptor	1FMSK8AR3HGD59046	46,972	\$ 10,396.00	\$ 200.00	\$ 196.00	\$ 10,396.00	24	15,000	\$ 264.80	\$ 63.49	\$ 318.39	\$4,238.40	\$ 400.00	\$318.39	
0	0	2017	Ford	Utility Police Interceptor	1FMSK8AR7HGD59047	22,595	\$ 11,196.00	\$ 200.00	\$ 195.00	\$ 11,196.00	24	15,000	\$ 279.80	\$ 65.02	\$ 344.82	\$4,478.40	\$ 400.00	\$344.82	
0	0	2017	Ford	Utility Police Interceptor	1FMSK8AR4HG59048	38,479	\$ 13,596.00	\$ 200.00	\$ 196.00	\$ 13,596.00	24	15,000	\$ 334.80	\$ 80.63	\$ 395.53	\$5,338.40	\$ 400.00	\$395.53	
0	0	2017	Ford	Utility Police Interceptor	1FMSK8AR4HG59049	18,416	\$ 11,596.00	\$ 200.00	\$ 196.00	\$ 11,596.00	24	15,000	\$ 289.80	\$ 66.04	\$ 345.94	\$4,638.40	\$ 400.00	\$345.94	
0	0	2017	Ford	Utility Police Interceptor	1FMSK8AR3HGD59045	25,439	\$ 11,196.00	\$ 200.00	\$ 196.00	\$ 11,196.00	24	15,000	\$ 279.80	\$ 65.02	\$ 344.82	\$4,478.40	\$ 400.00	\$344.82	
0	0	2015	Ford	Utility Police Interceptor	1FMSK8ARFQA59221	90,875	\$ 6,796.00	\$ 200.00	\$ 195.00	\$ 6,796.00	12	15,000	\$ 237.86	\$ 46.10	\$ 283.96	\$3,941.68	\$ 400.00	\$283.96	
0	0	2015	Ford	Utility Police Interceptor	1FMSK8AR3FQA59222	114,639	\$ 5,996.00	\$ 200.00	\$ 196.00	\$ 5,996.00	12	15,000	\$ 181.86	\$ 41.77	\$ 223.33	\$3,013.68	\$ 400.00	\$223.33	
0	0	2015	Ford	Utility Police Interceptor	1FMSK8AR3FQA59223	98,861	\$ 5,596.00	\$ 200.00	\$ 195.00	\$ 5,596.00	12	15,000	\$ 166.86	\$ 42.63	\$ 209.49	\$3,245.68	\$ 400.00	\$209.49	

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessor hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

The undersigned hereby authorizes these vehicle orders on behalf of the Lessee:

"Lessee,"

By:

Title:

Date:

Each vehicle will have a "Lease Schedule A"

Capitalized Cost reflects Enterprise administrative fee and title transfer fee.

Enterprise Fleet Trust will be the owner of the vehicle covered by this Quote. Enterprise Fleet Management will be the Lessor of each vehicle under the Master Order - (Lease Agreement and Title of Rights and Obligations of the Lessor under the Master Order - End of Lease Agreement with respect to each vehicle).

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessor hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle.

Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE

BY TITLE DATE

* INDICATED ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Price of Vehicle May Be Adjusted to Reflect Final Manufacturer's Invoice. Lessee hereby agrees to Lessee any Manufacturer's Reserve And/or Manufacturer's Incentive for the Lessee, which Lessee hereby agrees to pay.

2 Monthly Lease Charge Will Be Adjusted to Reflect the Final Rate in the Delivery Date Displayed by a Fleet.

3 The Lessee hereby agrees to pay for maintenance (including but not limited to) for the duration of the lease term. Notwithstanding the inclusion of such maintenance in the Lease Agreement, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate (Maintenance Agreement) entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by Enterprise Fleet Management, Inc., and are payable at the direction of Enterprise Fleet Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicle during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with a manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charge payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue.

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have or any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Pekin, Illinois

Signature: _____

By: _____

Title: _____

Address: 111 S. Capitol St.
Pekin, IL 61554

Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

Initials: EFM_____ Customer_____



AUTHORIZED SIGNER

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: n/a Rating Agency: n/a Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that I am an authorized representative of this Company and have been given the authority to sign this agreement on behalf of the Company.

Print Name

Title

City of Pekin, Illinois

Signature

Company Name

Date

FLEET MANAGEMENT

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of Pekin, IL (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of Municipality.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 400 ("Service Fee") plus towing at prevailing rates.
5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. Time for Payment:
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

FLEET MANAGEMENT

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of Pekin, IL (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 400 or the maximum permitted by law ("Service Fee").
4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. **Authorization:** Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. **Independent Contractor:** EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. **Unsold Vehicles:** Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Schedule 1

Enterprise Leasing Company of STL, LLC
 Enterprise Leasing Company of Georgia, LLC
 Enterprise Leasing Company of Florida, LLC
 Enterprise Leasing Company of KS LLC
 EAN Holdings, LLC
 Enterprise Leasing Company of Orlando, LLC
 Enterprise Leasing Company of Indianapolis, LLC
 Enterprise Rent-A-Car Company of Boston, LLC
 Enterprise Leasing Company of Denver, LLC
 Enterprise Leasing Company of Chicago, LLC
 Enterprise RAC Company of Maryland, LLC
 Enterprise Leasing Company of Philadelphia, LLC
 Enterprise RAC Company of Baltimore, LLC
 Enterprise Leasing Company of Minnesota, LLC
 Enterprise Leasing Company of Detroit, LLC
 Enterprise Leasing Co of Norfolk/ Richmond, LLC
 Enterprise Rent-A-Car Co of San Francisco, LLC
 ELRAC, LLC
 SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
 Enterprise Rent-A-Car Company of Los Angeles, LLC
 Enterprise RAC Company of Cincinnati, LLC
 CLERAC, LLC
 Enterprise Rent-A-Car Company of Pittsburgh, LLC
 Enterprise Rent-A-Car Company of Wisconsin, LLC
 Enterprise Rent-A-Car Company of UT, LLC
 CAMRAC, LLC
 Enterprise Rent-A-Car Company of Rhode Island, LLC
 Enterprise Leasing Company of Phoenix, LLC
 Enterprise Leasing Company- Southeast, LLC
 Enterprise Leasing Company- West, LLC
 Enterprise Leasing Company- South Central, LLC
 PENRAC, LLC
 Enterprise Rent-A-Car Company of KY, LLC
 Enterprise Rent-A-Car Company - Midwest, LLC
 Enterprise RAC Company of Montana/Wyoming, LLC



REQUEST FOR COUNCIL ACTION

Agenda Date: June 15, 2020
To: Council Members
From: Mark Rothert, City Manager

AGENDA ITEM: Resolution No. 121-20/21 Intergovernmental Agreement with CityLink

ACTION REQUESTED: Approve and Adopt the Resolution.

DESCRIPTION: The City of Pekin and the Greater Peoria Mass Transit District (GPMTD) annually enter into an intergovernmental agreement for GPMTD to provide public transportation via fixed routes and ADA complimentary paratransit service. Pekin's transit system provides generally over 100,000 rides each year. Many of these riders are elderly, disabled, economically disadvantaged or without primary transportation. The attached intergovernmental agreement is based on terms of the last agreement from 2019-2020. Due to increased ridership, GPMTD is increasing the cost to the city by \$5,000 for an overall annual fiscal impact of \$210,000.

FINANCIAL IMPACT:

Requested Amount:	\$210,000	\$5,000
Line Item:	100-990-565900	100-990-599999
Budgeted Amount:	\$205,000	\$479,000
Available Funds:	\$205,000	\$479,000

IMPACT IF APPROVED: Public transportation in the City will continue

IMPACT IF DENIED: Public transportation in the City will cease

ALTERNATIVES: N/A

RELATED TO THE 2019-2021 CITY COUNCIL GOALS:

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

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

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

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

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

6/11/2020

Mark A. Rothert

Mark A. Rothert, City Manager

6/12/2020

Date:

WHEREAS, the City of Pekin and the Greater Peoria Mass Transit District (GPMTD) annually enter into an intergovernmental agreement to provide public transportation in the city via fixed routes and ADA complimentary paratransit service; and

WHEREAS, Pekin's transit system provides generally over 100,000 rides each year; and

WHEREAS, many of these riders are elderly, disabled, economically disadvantaged or without primary transportation; and

WHEREAS, the Parties wish to extend and revise the intergovernmental agreement to continue public transportation services for a one year term starting July 1, 2020 through June 30, 2021.

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

Section 1. The Mayor of the City of Pekin is hereby authorized to execute and enter into an Intergovernmental Agreement for Transit Services between the City of Pekin and the Greater Peoria Mass Transit District for the purposes of continuing transportation services in the City from July 1, 2020 to June 30, 2021, in substantially the form set forth in the attached Exhibit A, with such changes as the Mayor, in consultation with the City Attorney, deems appropriate; provided, however, that the annual cost of such contract shall not exceed \$210,000.

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

MAYOR

ATTEST:

CITY CLERK

INTERGOVERNMENTAL AGREEMENT FOR TRANSIT SERVICES

WHEREAS, the City of Pekin (hereinafter referred to as "Pekin" or the "City") desires to have public transit services for the City of Pekin provided by the Greater Peoria Mass Transit District; and

WHEREAS, Greater Peoria Mass Transit District has the power and authority granted to it in its enabling statute, The Local Mass District Act, 70 ILCS 3610/5(d), and the Intergovernmental Cooperation Act, 5 ILCS 220/5, to provide those services to the City of Pekin;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. OVERALL SERVICE

Greater Peoria Mass Transit District shall work with Pekin officials to understand the need for mass transit services within Pekin and the requirements and responsibilities of the provider of transit services for the City of Pekin. Greater Peoria Mass Transit District shall exercise complete professionalism and cooperation regarding all aspects of the provision of mass transit services to Pekin pursuant to this Agreement. Pekin will make its best efforts during the contract period to assist Greater Peoria Mass Transit District in the provision of service to Pekin.

2. SERVICE LEVELS

Greater Peoria Mass Transit District will employ routes, hours, and frequencies, on days of the week that are outlined in Exhibit I. Any changes in times or routes shall be mutually agreed by and between the parties and no changes to times or routes shall be made without notice and approval by the City of Pekin.

3. VEHICLES

Greater Peoria Mass Transit District will provide sufficient buses and other vehicles to provide the transit services provided for in this Agreement, and shall be responsible for all maintenance of such buses and vehicles.

4. ASSETS AND EQUIPMENT

Greater Peoria Mass Transit District will provide all support equipment, including, but not limited to, spare parts, radios and cameras, and other supplies, for the buses and other vehicles as may be necessary to perform transit services pursuant to this Agreement.

5. OPERATIONAL ISSUES

A. Monitoring/Supervision

Greater Peoria Mass Transit District will utilize the same monitoring procedures that are in place for all other Greater Peoria Mass Transit District routes. This includes the use of the existing two-way communication system through Greater Peoria Mass Transit District dispatch and regular road supervision. Supervisors shall be equipped with communication units to ensure constant communication with the dispatcher and drivers. Greater Peoria Mass Transit District shall staff its supervisory ranks at a level that will allow for availability of professional supervisory personnel whenever and wherever they are needed. Supervisors shall also provide first response to vehicle accidents and incidents, assist trip movements, monitor driver's proficiency, assist in customer service issues and provide information, investigate customer complaints and verify and document operating performance.

B. Dispatching

Greater Peoria Mass Transit District shall utilize its existing dispatchers to handle normal dispatching duties for the transit services to be provided in Pekin pursuant to this Agreement. Dispatchers are the managers of the road operations and as such shall be responsible for knowing the conditions of the street operation on a vehicle-by-vehicle, minute- by-minute basis. Greater Peoria Mass Transit District's dispatching center is housed at its maintenance facility in Peoria.

C. Manpower

Greater Peoria Mass Transit District will provide all personnel, needed to successfully operate transit service for the City of Pekin. Greater Peoria Mass Transit District will comply with all federal, state and local employment regulations and supply all required state and local permits in addition to ensuring that all drivers are properly licensed to perform the services provided hereunder.

6. FACILITIES

Greater Peoria Mass Transit District shall store the buses and other vehicles used in the performance of services performed pursuant to this Agreement at its maintenance facility at 2105 NE Jefferson Avenue, Peoria Illinois 61603-3587, or at a secured location owned or maintained by the Greater Peoria Mass Transit District.

7. VEHICLE MAINTENANCE

Greater Peoria Mass Transit District shall provide all required vehicle maintenance. Preventive maintenance on the vehicle will take place between 5500 and 6000 miles. This work will also be done at Greater Peoria Mass Transit District's maintenance facility.

8. ADA PARATRANSIT SERVICE

Greater Peoria Mass Transit District will comply with all the requirements of the Americans with Disabilities Act (ADA) as they pertain to the delivery of reservation-based services in Pekin. Greater Peoria Mass Transit District shall employ two separate vehicles operated by GPMTD's ADA service provider for ADA paratransit trips within Pekin service area.

A. Paratransit Eligibility

Pekin residents shall obtain an ADA application through Greater Peoria Mass Transit District's Mobility Director's office or through the its website. Applications for ADA services submitted to the Greater Peoria Mass Transit District shall be assessed and services monitored by OSF St. Francis Medical Center. No additional staff shall be required to provide paratransit services. Individuals in Pekin that desire to use paratransit service will be required to register with the Greater Peoria Mass Transit District and will be subject to regular recertification as required by the ADA or other applicable law.

B. ADA Reservation Calls

Passengers may schedule an ADA reservation trip by calling 309-999-3667.

9. SAFETY SUPPORT

Greater Peoria Mass Transit District implements extensive and comprehensive safety programs throughout its operation. Greater Peoria Mass Transit District will comply with all applicable safety regulations and requirements, including, but not limited to, regulations of the Federal Transit Administration in service delivery to the City of Pekin.

10. FARE HANDLING/ MONEY COUNTING

All fares will be collected and retained by the Greater Peoria Mass Transit District. Fares charged in Pekin will be the same as fares charged for regular route service (currently \$1.00 per trip) and ADA paratransit service (currently \$2.00 per trip) throughout the Greater Peoria Mass Transit District service area.

11. CUSTOMER SERVICE

A. Phone Calls

The Greater Peoria Mass Transit District telephone operator will serve as the point of contact for all callers and residents requesting transit service in Pekin. Operators shall conduct each call in a polite, courteous and professional manner. Greater Peoria Mass Transit District will utilize existing Greater Peoria Mass Transit District and ADA service provider telephone staff to handle fixed route or ADA paratransit calls for Pekin.

B. Customer Response

Customer service requests or complaints shall be responded to promptly and courteously. Customer comments and complaints may be submitted by telephone, mail or email, personal contact, or surveys.

C. Pass Sales

Greater Peoria Mass Transit District will sell passes for transit services at a series of locations in Pekin, as well as at its Transit Center.

12. TRAINING

Greater Peoria Mass Transit District will provide training to its drivers, road supervisors, dispatchers, telephone operators, and maintenance and customer service personnel in order to familiarize Greater Peoria Mass Transit District employees with the current routes and schedules, the street network in Pekin and the location of major generators along the routes.

13. INDEMNITY

Greater Peoria Mass Transit District agrees to indemnify and hold harmless the City of Pekin against any and all liabilities and damages as a result of claims, suits, and causes of action arising out of or alleged to have arisen out of the conduct of Greater Peoria Mass Transit District for the services provided under the Agreement.

14. CONTRACT TERM

This shall commence on July 1, 2020 and expire June 30, 2021. Either party shall have the right to terminate this Agreement upon sixty days (60) written notice to the other party.

15. COST

The City of Pekin agrees to pay Greater Peoria Mass Transit District an annual fee for transit services based on the following calculation:

1. GPMTD's variable costs associated for each mile of service provided to the City of Pekin shall be tabulated;
2. GPMTD's variable costs associated for each "Connector Mile" to the City of Pekin shall be tabulated and discounted by 50%;
3. Both the variable costs for service in the City of Pekin and the discounted costs related to "connector" miles shall be aggregated to form a "Basis for Service Fee", with the amount of farebox revenues being credited to the City of Pekin based on its portion of actual ridership.
4. Due to Downstate Operating Assistance Program (DOAP) funding that GPMTD receives annually from the State of Illinois to cover sixty-five (65%) of operating costs, the Basis for Service Fee shall further be discounted by that annual percentage (65%) to arrive at a "Final Service Fee" which the City of Pekin shall pay on a quarterly basis.
5. Should additional Section 5310 funding for Enhanced Mobility of Seniors & Individuals with Disabilities become available, GPMTD and the City of Pekin shall work together to obtain such funding to enhance any GPMTD's paratransit operations that serve the City of Pekin.
6. Notwithstanding the above calculations, any payment made by the City to the GPMTD on an annual basis shall not exceed \$210,000.

The annual fee calculated above shall be billed to the City quarterly in equal installments. If the City of Pekin does not have available funds or is not willing to expend funds to cover the allocated cost, the parties will negotiate in good faith to determine if a contract price agreeable to both parties can be achieved.

16. BUS STOP MAINTENANCE

1. The location and placement of designated bus stops along service routes shall be subject to approval from the City.

2. The Greater Peoria Mass Transit District shall provide any benches, shelters, signage or other improvements to be placed at designated bus stops ("Bus Stop Improvements").
3. The City of Pekin will install, construct, maintain and remove all improvements (i.e. concrete foundations) and landscaping necessary for the Bus Stop Improvements located throughout the City of Pekin, IL.
4. The City of Pekin shall maintain the Bus Stop Improvements in a state of good quality and repair, and in compliance with any and all applicable laws and regulations.

17. REVIEW OF RECORDS and BOOKS

The books and records of GPMTD are available for inspection by the City of Pekin.

18. LAWS AND REGULATIONS

During the entire term of this Agreement, Greater Peoria Mass Transit District shall comply in every respect with all laws, rules and regulations of the State of Illinois and the United States affecting or regulating the transportation of passengers in mass transit, including but not limited to the Illinois Vehicle Code and the rules promulgated by the National Highway Transportation Safety Administration and the Illinois Department of Transportation.

19. NOTICES

All notices herein shall be in writing and shall be deemed to be effective as of the date of actual delivery if by personal delivery or overnight courier or as of the third day from and including the day of posting if mailed by certified mail return receipt requested with postage prepaid:

If to the City of Pekin:	City of Pekin Attn: City Manager 111 S. Capitol Street Pekin, IL 61554
If to Greater Peoria Mass Transit District:	Greater Peoria Mass Transit District Attn: _____ 407 SW Adams Street Peoria, IL 61602

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations, and understandings of the parties, written or oral.

21. AMENDMENT

This Agreement may be amended only by written agreement of the parties.

22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the law of the State of Illinois.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated below.

City of Pekin

Greater Peoria Mass Transit District

By: _____
Mark A. Luft, Mayor

By: _____
Art Bell, Chair of the Board of Trustees

Date: _____

Date: _____

ATTEST:

ATTEST:

Sue McMillan, City Clerk

Sharon McBride, Secretary

Date: _____

Date: _____

EXHIBIT 1

Service in the City of Pekin generally includes the following from 7:45 A.M. to 5:40 P.M. on Monday through Friday (No Saturday or Sunday service):

- Pekin to Peoria Connector Route
- North Pekin Route (see map and schedule below)
- South Pekin Route (see map and schedule below)
- ADA complimentary paratransit service

Frequency:	Pekin to Peoria Connector Route	12 x a day
	North Pekin Route (see map and schedule below)	11 1-hour routes a day
	South Pekin Route (see map and schedule below)	11 1-hour routes a day
	ADA complimentary paratransit service	anywhere from 3/4 mile of a fixed route



REQUEST FOR COUNCIL ACTION

Agenda Date: June 15, 2020
To: Council Members
From: Nicole Stewart, Deputy Clerk

AGENDA ITEM: Ordinance No. 2888-20/21 Extending Mayoral Declaration of Local State of Emergency

ACTION REQUESTED: Approve and Adopt the Ordinance.

REQUIRED SIGNATURES

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

City Manager:
Date:

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

MAYOR

ATTEST:

CITY CLERK

ORDINANCE NO. 2888 – 20/21

AN ORDINANCE RENEWING DECLARATION OF LOCAL EMERGENCY WITHIN THE CITY OF PEKIN IN RESPONSE TO THE COVID-19 PANDEMIC, AND GRANTING EMERGENCY POWERS TO THE MAYOR AND CITY MANAGER

WHEREAS, the City of Pekin is a home rule municipality as described in Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, the City of Pekin, as a home rule municipality, may exercise power and perform any function pertaining to its government and affairs, including, but not limited to, the power to legislate for the protection of the public health, safety, and welfare; and

WHEREAS, the Illinois Municipal Code (65 ILCS 5/11-1-6) authorizes the City Council to, by ordinance, grant the Mayor the extraordinary power and authority to exercise, by executive order, during a state of emergency, such of the powers of the City Council as may be reasonably necessary to respond to the emergency; and

WHEREAS, the Illinois Emergency Management Agency Act, 20 ILCS 3305/11, further provides for and emergency local disaster declaration by the Mayor, as principal executive officer of the City, the effect of which is to activate the emergency operations plan of the City pursuant to the Emergency Management Agency Act and to authorize the furnishing of aid and assistance thereunder; and

WHEREAS, on March 18, 2020, the Mayor declared a Local State of Emergency, pursuant to Section 11-1-6 of the Illinois Municipal Code (65 ILCS 5/11-1-6), Section 11 of the Illinois Emergency Management Agency Act (20 ILCS 3305/11), and Section 1-5A-3 of the City Code; and

WHEREAS, The City Council finds it is in the best interests of the City, its residents, and the public health and safety to extend the Declaration of Local State of Emergency and the emergency powers granted to the Mayor and the City Manager thereunder.

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 Declaration of Local State of Emergency declared by the Mayor on March 18, 2020, is hereby extended until the next meeting of a quorum of the City Council is held, at which time it may be continued or extended by further act of the City Council.

Section 3. The Mayor and the City Manager are further authorized to exercise the emergency powers granted to them by Section 1-5A-3 and 1-7-10, respectively. The State of Emergency and the Emergency Powers granted herein shall be in continuous effect until the next

meeting of a quorum of the City Council is held, at which time it may be continued or extended by further act of the City Council.

Section 4. This Ordinance is in addition to all other ordinances on the subject and shall be construed therewith excepting as to that part in direct conflict with any other ordinance, and in the event of such conflict, the provisions hereof shall govern.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED AND APPROVED at the regular meeting of the City Council of the City of Pekin, this _____ day of _____, 20____; and upon roll call the vote was as follows:

AYES:

NAYS:

ABSENT:

ABSTAINING:

APPROVED this _____ day of _____, 20____

Mayor

ATTEST:

City Clerk

CERTIFICATE

THE UNDERSIGNED CERTIFIES THAT SHE IS THE CITY CLERK FOR THE CITY OF PEKIN, ILLINOIS, AND THAT THE CITY COUNCIL AT A REGULARLY CONSTITUTED MEETING OF SAID CITY COUNCIL OF THE CITY OF PEKIN ON THE _____ DAY OF _____, 20____ ADOPTED ORDINANCE NO. _____ A TRUE AND CORRECT COPY OF WHICH IS CONTAINED IN THIS PAMPHLET

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 20____.

(SEAL)

CITY CLERK